

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 - AUGUST 25, 2025 AT 4:00PM

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

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

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

<https://portlandme.portal.civicclerk.com/event/8078/media>

PLEDGE OF ALLEGIANCE:

ROLL CALL:

4:00 P.M. PUBLIC COMMENT PERIOD ON NON-AGENDA ITEMS:

ANNOUNCEMENTS:

RECOGNITIONS:

PRESENTATIONS:

APPROVAL OF MINUTES OF PREVIOUS MEETING

City Council Meeting-August 11, 2025

COMMUNICATIONS:

Communication 2-25/26 Federal Aviation Administration Grant Agreements - Mark Dion, Mayor

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

UNFINISHED BUSNISS:

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. It received its first reading on June 23 and its second reading on July 14, at which point it was postponed to August 11. On August 11 it was postponed to August 25. 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 26-25/26 Setting Election Date on a Citizen Initiative Amendment to the Portland City Code Chapter 17 RE: An Act to End Fugitive Coal Dust - Sponsored by Ashley Rand, City Clerk

The public hearing for this Citizen Initiative was set at the July 14, 2025 City Council meeting by Order 8-25/26. Along with receiving public comment, the City Council will vote to set the election date of November 4, 2025.

This item was postponed from August 11 to August 25. 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.

ORDERS:

Order 27-25/26 Approving Amendments to the Complete Streets Policy - Sponsored by the Sustainability & Transportation Committee, Councilor Regina Phillips, Chair

The Sustainability & Transportation Committee met on June 16, 2025 and voted 3-0 to recommend this item to the City Council.

If approved, this order would update to the City's 2012 complete streets policy with minor changes. The Sustainability & Transportation Committee reviewed the City's existing policy in March 2025. The policy, which is designed to ensure that streets are planned, designed, built, operated, and maintained to provide safe, convenient, and accessible travel for all users, including pedestrians, bicyclists, motorists, and transit riders, regardless of age or ability, has resulted in many positive outcomes. This update is meant to ensure that the policy keeps pace with best practice and aligns with current City processes. Drafting occurred over several months, and included a cross-departmental working group, engagement with key stakeholders, and a public review period.

Five affirmative votes are required for passage after public comment.

Order 28-25/26 Approving the Vision Zero Quick Action Plan - Sponsored by Sustainability & Transportation Committee, Councilor Regina Phillips, Chair

The Sustainability & Transportation Committee met on June 16, 2025 and voted 3-0 to recommend this item to the City Council.

Vision Zero is a traffic safety initiative aimed at eliminating traffic-related fatalities and serious injuries by prioritizing human life in transportation planning. On April 14, 2025, the City Council adopted Resolve 8-24/25 (Attachment A) which expressed the City's support for adopting the Greater Portland Council of Governments' (GPCOG) Vision Zero Action Plan and committed to a goal of eliminating traffic fatalities and serious injuries by the year 2045. That resolution outlined a series of short and long-term measures, including updating the City's Complete Streets Policy, updating the Technical Manual which governs street design, completing a Comprehensive Transportation Plan, and implementing a Vision Zero Implementation Plan, including a Quick Action Plan.

The Quick Action Plan outlines a series of administrative actions the City plans to implement over the 12-month period ending June 30, 2026. While these actions are operational in nature and do not require additional funding, staff are presenting the plan for City Council endorsement in light of the Council's and public's ongoing concern about bicycle and pedestrian safety in the city.

Five affirmative votes are required for passage after public comment.

Order 29-25/26 Approving Third Amendment to the Purchase and Sale Agreement with Maine Cooperative Development Partners LLC RE: 165 Lambert Street - Sponsored by Housing & Economic Development Committee, Councilor Pious Ali, Chair

The Housing and Economic Development Committee met on July 15, 2025 and voted 4-0 to recommend approval of this amendment.

Maine Cooperative Development Partners (MCDP) has development approval for 90 Cooperative Housing homes in eight buildings to be built on property at 165 Lambert Street. The original intent was to build the entire project in one phase with the primary financing for the project from the HUD 213 loan program. Cost and financing challenges have led MCDP to propose a phased approach which includes completing two buildings at a time until the site is fully developed. The first phase would include 22 homes and a parking lot. Significant right-of-way improvements (drainage, sidewalk, bus shelter, and street parking) along Washington Ave Ext. would be completed during the first phase. The proposed financing package includes bank financing, member share equity, \$1,000,000 of foundation funds and a \$2.2 million loan from the City's Jill C. Duson Housing Trust Fund. Development costs for the first phase are estimated at \$8-8.5 million.

MCDP is requesting a one-year extension of the Purchase and Sale Agreement. The proposed amendment to the Purchase and Sale Agreement also includes, at the City's request, a clause limiting the City's obligation to reimburse the developer to certain costs incurred prior to June 25, 2025. Those costs would be limited to design, architecture, engineering, environmental, legal, 3rd party reports and permitting and approval fees for the project.

Five affirmative votes are required for passage after public comment.

Order 30-25/26 Accepting and Appropriating a \$179,300 Community Action Grant from the Governor's Office of Policy Innovation and the Future - Sponsored by Danielle P. West, City Manager

The City of Portland was awarded this grant by the Governor's Office of Policy Innovation and the Future to fund a collaborative project with the City of South Portland and the Gulf of Maine Research Institute that will update the climate vulnerability assessment completed as part of the One Climate Future project. The update will include a complete shoreline inventory of the waterfront in Portland and South Portland, a re-analysis of coastal flood risk using updated climate data, and updated data from the Maine Social Vulnerability Index. It will also incorporate new data including property values and the model that informs Portland's Coastal Flood Resilience Overlay Zone. Completing the project will provide decision makers with valuable information to prioritize projects and investments to increase community resilience.

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

Order 31-25/26 Accepting and Appropriating a \$80,000 Paramedicine Grant from the Maine Recovery Council - Sponsored by Danielle P. West, City Manager

This \$80,000 grant would be paid in two annual installments of \$40,000 to provide community paramedicine services to pregnant and postpartum individuals with opioid use disorder or co-occurring mental health diagnoses.

Specifically, the funding would be used to cover overtime expenses for staff working on the Medical Mobile Outreach unit. This unit plays a crucial role in reducing the strain on emergency services. The Medical Mobile Outreach unit allows the Fire Department to provide proactive care to high-risk pregnant and postpartum women, addressing current and potential health issues before they escalate. This approach not only provides immediate care but also enables the Fire Department to refer individuals to long-term comprehensive services for chronic challenges such as substance use and homelessness, fostering better outcomes and reducing the need for future emergency intervention.

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

Order 32-25/26 Accepting and Appropriating a \$25,000 Resilient Communities Grant from the Casco Bay Estuary Partnership and Approving the Subaward Between the University of Maine System and the City of Portland - Sponsored by Danielle P. West, City Manager

If approved, this \$25,000 grant would be used to collect vital data on how immigrant and under-represented communities interact with climate resiliency efforts. This funding from the Casco Bay Estuary Partnership Resilience and Monitoring Grants as part of its *Bridging Cultures for Climate Resilience Project: A Community Needs Assessment* will provide insights that will directly support the City of Portland's efforts to build a comprehensive community resilience plan which reflects and accounts for the needs and

experiences of under-represented communities. The process will also bring together groups that typically do not work together, fostering new partnerships, collaboration, and a resilient Portland for everyone.

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

Order 33-25/26 Accepting and Appropriating a \$156,378 Parks Lighting Pilot Grant from the United States Tennis Association - Sponsored by Danielle P. West, City Manager

This agenda item seeks the City Council's approval to formally accept and appropriate a grant totaling \$156,378 from the United States Tennis Association (USTA). This significant funding is specifically designated for the installation of new, state-of-the-art lighting at the tennis courts located in Payson Park. This grant, part of the USTA Parks Lighting Pilot Program, will enhance the park's recreational facilities, extending playability into the evening hours and significantly improving the overall experience for our community's tennis enthusiasts.

Acceptance of this grant comes with several collaborative commitments designed to maximize the impact of the improved facilities. These include a commitment to display USTA promotional materials, allow USTA to survey participants, and maintain the new lighting infrastructure for a minimum of five years. Furthermore, the grant includes the provision of USTA's SmartAccess gate system hardware, which will enable online court booking, usage tracking, and potential revenue generation, with the USTA covering the first year of the associated subscription service. This partnership aims to not only upgrade our facilities but also foster increased tennis participation and programming within the community.

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

Order 34-25/26 Appropriating \$2,448,173 in HOME American Rescue Plan Funding - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

The American Rescue Plan (ARP) appropriated funds for the U.S. Department of Housing and Urban Development (HUD) to distribute under the HOME Investment Partnership Program (HOME). The Cumberland County HOME Consortium (CCHC), a partnership between the City of Portland and Cumberland County, received a \$3,599,560.00 allocation from the HOME-ARP program. The HOME-ARP program is intended to provide affordable rental housing, tenant based rental assistance, supportive housing services, and non-congregate shelter development, and other resources to HOME-ARP Qualifying Populations (QPs) which includes folks experiencing homelessness and other vulnerable populations. The City of Portland and Cumberland County's HOME-ARP Allocation Plan was approved by Order 154-22/23 and by HUD on May 1, 2023, and the Substantial Amendment to this Allocation Plan was approved by Order 179-23/24 and by HUD on September 4, 2024.

The Housing & Economic Development Committee met on July 15, 2025 and voted (3-1 Sykes), to make the following funding recommendations for approval by the City Council (see Background section of staff memo for more information on each application):

- Development of Affordable Rental Housing (\$1,429,000): Youth and Family Outreach \$950,000 and Greater Portland Family Promise \$479,000
- Supportive Services (\$1,019,173): Commonsplace \$471,454.45, Milestone \$197,000 and Preble Street \$350,718.55

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

AMENDMENTS:

Order 35-25/26 Amendment to Portland City Code Chapter 30 RE: Taxi Fares - Sponsored Sustainability & Transportation Committee, Councilor Regina Phillips, Chair

Chapter 30 regulates the fares taxi operators are allowed to charge their passengers. The ordinance establishes a base fare and sets a rate for each additional one-tenth of a mile and provides for a charge for time spent waiting at the request of the passenger. The ordinance also establishes a minimum fare for rides that begin at the Portland Jetport. Taxi fares have not been amended for more than ten years and have not kept up with the increased costs of operating a taxi service. After reviewing rates in comparable cities, including Manchester, NH and Burlington, VT, the Sustainability and Transportation Committee unanimously recommended the proposed rates during their meeting on July 9.

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

Order 36-25/26 Amendment to Portland City Code Chapter 6 RE: Vacant Commercial Properties - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

At the Housing and Economic Development Committee meeting held on June 17, 2025, the Committee reviewed proposed amendments to Chapter 6 of the City Code to add a section "Vacant Commercial Properties" to promote public welfare, economic development, and vibrancy in the city by incentivizing occupancy in its street-level commercial spaces. The HEDC voted 4-0 to forward the amendments to the Portland Planning Board and City Council for approval. The Planning Board met on July 22, 2025, and voted 6-0 to send the proposed amendments to City Council for approval.

This is a companion order to the order below.

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

Order 37-25/26 Amendment to Portland City Code Chapter 14 RE: Pedestrian Activities District (PAD) Overlay Zone - Sponsored by the Planning Board, Brandon Mazer, Chair

On July 22, 2025 the Planning Board voted unanimously (6-0, Silk absent) to recommend that the City Council adopt a text amendment to Section 8.5 of the land use code pertaining to the Pedestrian Activities District (PAD) Overlay zone. The proposed text amendment would add a provision that requires buildings located within the areas identified on the PAD Overlay Zone map to comply with the Vacant Commercial Properties Ordinance, as would be outlined in Chapter 6 of the City Code. This change is

necessary to define the boundary as outlined in the proposed Vacant Commercial Properties Ordinance. If the proposed Vacant Commercial Properties Ordinance is not adopted by the City Council, this text amendment would no longer be pursued.

This is a companion order to the order above.

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

Order 38-25/26 Amendment to Portland City Code Chapter 17 RE: Fugitive Coal Dust - Sponsored by Councilor Regina Phillips and Councilor Pious Ali

This amendment adds Article XII to Chapter 17 of the Portland City Code to protect the citizens of the City of Portland from the public health threat of fugitive coal dust by requiring that all industrial coal delivery, handling, and storage of more than one ton of coal occur under a permanent covering starting January 1, 2027. Commencing January 1, 2030, the delivery, handling, or storage of coal in an amount greater than one ton will be prohibited within the City of Portland.

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

EXECUTIVE SESSION:

ADJOURNMENT:

ZOOM INFORMATION:

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=bjHvOixYFFy9Jdzq5FbpqabKd8pDa.1>

PLEDGE OF ALLEGIANCE:

Mayor Dion led all present in the Pledge of Allegiance.

ROLL CALL:

Mayor Dion called the meeting to order at 4:00pm.

Councilors Present: Councilor Fournier, Councilor Grant (Via Zoom), Councilor Sykes, Councilor Ali, Councilor Pelletier, Councilor Michniewicz, Councilor Bullett, Councilor Phillips, Mayor Dion

4:00 P.M. PUBLIC COMMENT PERIOD ON NON-AGENDA ITEMS:

Motion was made by Councilor Ali and seconded by Councilor Fournier to suspend rules of procedure to accept public comment at 4:00pm instead of 5pm. Passage: 9-0

Mayor Dion opened the floor for public comment. The following individuals spoke: Will Howard (Portland Resident), Bill Higgins (Portland Resident), Phillip Ogden (Westbrook Street), Nancy English (Park Avenue), Deborah Napier (Stroudwater Resident), Roseanne Grave (Salem Street), David Lowry (Attorney Representing Stroudwater Neighborhood Jetport parking expansion), George Rheault (Hanover Street), Derryen Plante (Portland Resident)

ANNOUNCEMENTS:

Councilor Michniewicz RE: Potential Changes to Chapter 4 Entertainment License Requirements

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

Councilor Michniewicz gave an overview of Potential changes to Chapter 4 Entertainment License Requirements and asked the Mayor to put this on the Council agenda for August 25, 2025 for first reading.

PRESENTATIONS:

APPROVAL OF MINUTES OF PREVIOUS MEETING:

City Council Meeting (1 of 2) July 14, 2025- 4:00pm

City Council Meeting (2 of 2) July 14, 2025- 5:30pm

Motion was made by Councilor Sykes and seconded by Councilor Phillips for passage of both meeting minutes. Passage: 9-0

CONSENT ITEMS:

Order 21-25/26 Granting Municipal Officers' Approval of Spring and Park, LLC, dba Gills Bar and Restaurant. Application for Class I FSE at 133 Spring Street - Sponsored by Danielle P. West, City Manager

Orders 21-25/26 through Orders 25-25/26 were all read and passed as consent items. Public comment was taken on all orders together.

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

Passage: 9-0

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

Order 22-25/26 Granting Municipal Officers' Approval of OPP LLC, dba Oun Lidos. Application for Class I FSE at 30 Market Street - Sponsored by Danielle P. West, City Manager

Orders 21-25/26 through Orders 25-25/26 were all read and passed as consent items. Public comment was taken on all orders together.

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

Passage: 9-0

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

Order 23-25/26 Granting Municipal Officers' Approval of Coco Miyake LLC, dba Aomori Market. Application for Class III & IV FSE with Outdoor Dining on Private Property at 52 Hanover Street, Suite C - Sponsored by Danielle P. West, City Manager

Orders 21-25/26 through Orders 25-25/26 were all read and passed as consent items. Public comment was taken on all orders together.

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

Passage: 9-0

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

Order 24-25/26 Granting Municipal Officers' Approval of Reo Miyake LLC, dba Aomori. Application for Class I FSE at 52 Hanover Street, Suite D - Sponsored by Danielle P. West, City Manager

Orders 21-25/26 through Orders 25-25/26 were all read and passed as consent items. Public comment was taken on all orders together.

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

Passage: 9-0

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

Order 25-25/26 Granting Municipal Officers' Approval of Minibar LLC, dba Minibar. Application for Class I FSE with Outdoor Dining on Private Property at 270 Marginal Way - Sponsored by Danielle P. West, City Manager

Orders 21-25/26 through Orders 25-25/26 were all read and passed as consent items. Public comment was taken on all orders together.

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

Passage: 9-0

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

COMMUNICATIONS:

**Communication 1-25/26 Adoption of Historic Preservation Board Procedural Rules
- Kevin Kraft, Director of Planning & Urban Development**

Kevin Kraft (Director of Planning & Urban Development) provided Communication 1-25/26 Adoption of Historic Preservation Board Procedural Rules.

The following individuals commented on the communication: Councilor Phillips

As a communication, no formal action is needed.

UNFINISHED BUSINESS:

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

Motion was made by Councilor Ali and seconded by Councilor Sykes to postpone until August 25, 2025. Passage: 9-0

The following individuals commented on the motion to postpone: Councilor Bullett

Order 4-25/26 Designating the Portland Tourism Municipal Development District and Adopting the Development Program for the District for Fiscal Year 2025-2026 - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

Orders 4-25/26 through 6-25/26 were all read into the record and public comment was taken on all items together.

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

Mayor Dion opened the floor for public comment. The following individuals spoke: Lynn Tilitson (Visit Portland), Lisa Franklin (Portland Resident), Councilor Ali, Councilor Sykes, Councilor Phillips, Mayor Dion

Order 5-25/26 Establishing Implementation Assessments for the Portland Tourism Municipal Development District for Fiscal Year 2025-2026 - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

Orders 4-25/26 through 6-25/26 were all read into the record and public comment was taken on all items together.

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

Mayor Dion opened the floor for public comment. The following individuals spoke: Lynn Tilitson (Visit Portland), Lisa Franklin (Portland Resident), Councilor Ali, Councilor Sykes, Councilor Phillips, Mayor Dion

Order 6-25/26 Approving the Development Program Manager Agreement Between the City of Portland and Convention and Visitors' Bureau of Greater Portland, Doing Business as Visit Portland for Fiscal Year 2025-2026 - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

Orders 4-25/26 through 6-25/26 were all read into the record and public comment was taken on all items together.

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

Passage: 9-0

Mayor Dion opened the floor for public comment. The following individuals spoke: Lynn Tilitson (Visit Portland), Lisa Franklin (Portland Resident), Councilor Ali, Councilor Sykes, Councilor Phillips, Mayor Dion

Order 9-25/26 Establishing a 180-Day Moratorium on Theater and Performance Hall Projects with a Capacity Exceeding 2000 People in the City of Portland - Sponsored by Sustainability & Transportation Committee, Councilor Regina Phillips, Chair

*Point of Order. Item was taken out of order and moved to the end of the meeting.

Mayor Dion opened the floor for public comment. The following individuals spoke: Justin Kurts (South Portland Resident), Matthew Perry (Local Musician), Kevin Erickson (Local Musician), Dave (Local Musician), Katie Dulfur (Local Musician), Julia Strout (Portland Resident), Dave Gutter (Song Writer/Local Artist), Dillon Gallagher (Portland Resident), Phil Saucer (Attorney Bernstein Shur), Carlos Santiago (Portland Resident), Jake (Local Musician), Amiee Petrin (Portland Ovations), Amelia Donovan (Singer/Song Writer), Scott Mohler (Maine Music Alliance), Paula Mahony (Summit Street), Emily Read (One Longfellow Square), Danielle (Room For Improvement), Sarah (Portland Resident), Charles Burger (Portland Resident), Katherine Buxton (Local Artist), Rachel (Maine Resident), Ronald Dube (Portland Resident), Evan Smith (Local Musician), Dwight Schultheis (Portland Resident), Rob Payson (Portland Resident), Clifford (Local Musician), Howard Goldenfarb (Mile Marker), Michael Barowsky (Maine Resident), Heather (Portland Resident), Ryan Vangel (Live Nation), Jill Capraro (No address given), Kristen Kresge (One Longfellow Square), Marty Clark (Portland Business Owner), Alex (Portland Resident), Jordan Sing (Portland Resident), Jennifer (Local Musician), Abbey Goldenfarb (Affordable Developer), Peter Mchlauglin (Peaks Island Resident), Tanya Streno (Local Musician), Caraline Goldenfarb (Kennebunk Port), Ryan Kurlis (Local Artist), Bri Dean (Local Musician), Emily (Local Musician), Patrick Russell (Sherman Street), Erick Osmond (Independent Record Label Owner), Meara Beirne (Woodfords Street), Krista Newman (Aura), Kate Bachelder (Portland Resident), Lucas Sailsbury (Empire Comedy Club), Jessica Diaz (Portland Resident), Miles (Portland Resident) Laura (Old Port Sea Grill and Rawbar), Adam Winstanley (Kennebunk Port), Maggie Terry (Kennebunk Port), Emily Sutton (Portland Sable Oaks), Lauren (Portland Resident), Jaime Saft (Local Musician), Ally Landon (Maine Resident), Sean Oshima (Local Musician), Caroline (Local Musician), Dan Riley (Consulting Firm), Alan Ashton (Portland Resident), Logan MacDonald (Local Musician), Jason Shedlack (Prospect Street), Chris Taylor (Sebege Technics), Charlie Beck (Congress Street), Chris Clark (West End), Nicole (District 2), Matthew (22 Pine Street), Scott Harrison (Roberts Street), Clara (Valley Street Area), Gretchen Pheonix (Park Side Neighborhood), Julia Gall (Portland Resident), Aly Spaltro (Local Musician), Fred Forsley (Shipyard Brewing), Greg (Maine Resident), Sutton Coleman (Portland Resident), Farren (West Bayside), Caroline O'Connor (Musician), Cara (Maine Resident), Ashley (Local Musician), Sky Keith (Local Musician), Curtis Braun (District 1), Michael LoConte (Cross Insurance Arena), Preston (Local Musician), Frank Curran (Maine Resident), Arwin (Local Musician), Miles Smith (Pitt Street), Jack (Portland Resident), Katie (Portland Resident), Maggie Gesner (Live Nation), Todd Goldenfarb (Portland Music

Hall Developer), Stephen Parker (Music Promoter), Eamonn Dundon (Portland Chamber), Don Law (Live Nation), M S Abraham (First Assembly of God), Casey Oaks (Portland Ovations), Alyson (Portland Symphony)

Mayor Dion opened the floor for Council discussion. The following individuals spoke: Councilor Pelletier, Councilor Grant, Councilor Michnevich, Councilor Ali, Michael Goldman (Corporation Counsel), Danielle West (City Manager), Councilor Fournier, Councilor Phillips, Councilor Sykes, Councilor Bullett

Motion was made by Councilor Pelletier and seconded by Councilor Sykes to pass as an emergency, as amended. 6-3 (Councilor Ali, Phillips, Mayor Dion -Opposed)

****Item does not pass as an emergency. The item goes into effect in 30 days.***

The following amendments were voted on:

Amendment #1

Motion was made by Councilor Pelletier and seconded by Councilor Sykes to amend: "Pelletier Amendment #1" RE: Business Impact. The amendment is in the backup material.

The following councilors commented on this amendment: Mayor Dion, Councilor Pelletier, Councilor Michniewicz

Amendment Passed 5-4 (Councilor Ali, Michniewicz, Phillips, Dion-Opposed)

Amendment #2

Motion was made by Mayor Dion and seconded by Councilor Pelletier to amend. "Dion Amendment #2 RE: Effective Date. The amendment is in the backup material

Amendment Passed 8-1 (Phillips Opposed)

Order 10-25/26 Approving an Option to Lease Agreement with Prosperity Housing, LP for City Land at 1125 Brighton Avenue - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

Orders 10-25/26 through 12-25/26 were all read into the record and public comment was taken on all items together.

Motion was made by Councilor Ali and seconded by Councilor Fournier for passage. Passage: 8-1, as amended (Councilor Sykes Opposed)

Mayor Dion opened the floor for public comment. The following individuals spoke: Katherine Buxton (Portland Resident), Derreyn Plante (Holm Ave), George Rheault (Hanover Street), Stephen Scharff (Brackett Street), Julia Strout (Portland Resident), Councilor Sykes, Councilor Bullett, Greg Watson (Director of Housing & Economic Development), Councilor Pelletier, Mayor Dion, Councilor Phillips

The following amendment was voted on:

Motion was made by Mayor Dion and seconded by Councilor Fournier to amend, Amendment titled: Dion Amendment #1 RE: Developer name. Amendment in backup material. Passage 9-0

Order 11-25/26 Designating Prosperity Place 1125 Brighton Avenue Site 1 an Affordable Housing Development 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

Orders 10-25/26 through 12-25/26 were all read into the record and public comment was taken on all items together.

Motion was made by Councilor Fournier and seconded by Councilor Ali for passage, as an emergency. Passage: 8-1 (Councilor Sykes Opposed), as an emergency.

Mayor Dion opened the floor for public comment. The following individuals spoke: Katherine Buxton (Portland Resident), Derreyn Plante (Holm Ave), George Rheault (Hanover Street), Stephen Scharff (Brackett Street), Julia Strout (Portland Resident), Councilor Sykes, Councilor Bullett, Greg Watson (Director of Housing & Economic Development), Councilor Pelletier, Mayor Dion, Councilor Phillips

**Item passed as an emergency. Takes effect immediately.*

Order 12-25/26 Approving the Prosperity Place 1125 Brighton Avenue Site 1 Affordable Housing Credit Enhancement Agreement with Prosperity Place LP - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

Orders 10-25/26 through 12-25/26 were all read into the record and public comment was taken on all items together.

Motion was made by Councilor Ali and seconded by Councilor Fournier for passage as an emergency. Passage: 8-1 (Councilor Sykes Opposed), as an emergency.

Mayor Dion opened the floor for public comment. The following individuals spoke: Katherine Buxton (Portland Resident), Derreyn Plante (Holm Ave), George Rheault (Hanover Street), Stephen Scharff (Brackett Street), Julia Strout (Portland Resident), Councilor Sykes, Councilor Bullett, Greg Watson (Director of Housing & Economic Development), Councilor Pelletier, Mayor Dion, Councilor Phillips

**Item passed as an emergency. Takes effect immediately.*

Order 13-25/26 Designating Mayo Housing 70 East Oxford 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

Orders 13-25/26 through 17-25/26 were all read into the record and public comment was taken on all items together.

Motion was made by Councilor Ali and seconded by Councilor Fournier for passage, as an emergency. Passage: 9-0, as an emergency.

Mayor Dion opened the floor for public comment. The following individuals spoke: Justin Barker (Portland Housing Development Corp), George Rheault (Hanover Street), Jason Shedlock (Prospect Street), Councilor Sykes

**Item passed as an emergency. Takes effect immediately.*

Order 14-25/26 Approving the Mayo Housing 70 East Oxford Street Affordable Housing Credit Enhancement Agreement with Mayo Housing, LP - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

Orders 13-25/26 through 17-25/26 were all read into the record and public comment was taken on all items together.

Motion was made by Councilor Ali and seconded by Councilor Fournier for passage, as an emergency. Passage: 9-0, as an emergency.

Mayor Dion opened the floor for public comment. The following individuals spoke: Justin Barker (Portland Housing Development Corp), George Rheault (Hanover Street), Jason Shedlock (Prospect Street), Councilor Sykes

****Item passed as an emergency. Takes effect immediately.***

Order 15-25/26 Designating Boyd Housing and Cumberland Housing Affordable Housing Development 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

Orders 13-25/26 through 17-25/26 were all read into the record and public comment was taken on all items together.

Motion was made by Councilor Ali and seconded by Councilor Phillips for passage, as an emergency. Passage: 9-0, as an emergency.

Mayor Dion opened the floor for public comment. The following individuals spoke: Justin Barker (Portland Housing Development Corp), George Rheault (Hanover Street), Jason Shedlock (Prospect Street), Councilor Sykes

****Item passed as an emergency. Takes effect immediately.***

Order 16-25/26 Approving the Credit Enhancement Agreement with Boyd Housing, LP - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

Orders 13-25/26 through 17-25/26 were all read into the record and public comment was taken on all items together.

Motion was made by Councilor Ali and seconded by Councilor Fournier for passage, as an emergency. Passage: 9-0, as an emergency.

Mayor Dion opened the floor for public comment. The following individuals spoke: Justin Barker (Portland Housing Development Corp), George Rheault (Hanover Street), Jason Shedlock (Prospect Street), Councilor Sykes

****Item passed as an emergency. Takes effect immediately.***

Order 17-25/26 Approving the Credit Enhancement Agreement with Cumberland Housing, LP - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

Orders 13-25/26 through 17-25/26 were all read into the record and public comment was taken on all items together.

Motion was made by Councilor Ali and seconded by Councilor Fournier for passage, as an emergency. Passage: 9-0, as an emergency.

Mayor Dion opened the floor for public comment. The following individuals spoke: Justin Barker (Portland Housing Development Corp), George Rheault (Hanover Street), Jason Shedlock (Prospect Street), Councilor Sykes

****Item passed as an emergency. Takes effect immediately.***

Order 18-25/26 Adopting Development Program for Portland Downtown for Fiscal Year 2025-2026 - Sponsored by the Finance Committee, April Fournier, Chair

Orders 18-25/26 through 20-25/26 were all read into the record and public comment was taken on all items together.

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

Passage: 8-1 (Councilor Pelletier Opposed)

Mayor Dion opened the floor for public comment. The following individuals spoke: Lisa Franklin (Portland Resident), Carey Tyson (Portland Downtown), Ania More (Preble Street), Rich Winston (Roaring Brook Way), Stephen Scharff (Brackett Street), Vickie Brothers (Congress Square), Paula Mohoney (Summit Street), Rob Hastings (Congress Street), Kate (Portland Resident), Mayor Dion, Councilor Bullett, Councilor Michniewicz, Councilor Sykes, Councilor Phillips, Councilor Fournier, Councilor Pelletier, Danielle West (City Manager)

Order 19-25/26 Establishing Maintenance and Implementation Assessments for Portland Downtown for Fiscal Year 2025-2026 - Sponsored by the Finance Committee, April Fournier, Chair

Orders 18-25/26 through 20-25/26 were all read into the record and public comment was taken on all items together.

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

Passage: 8-1, as amended (Councilor Pelletier Opposed)

Mayor Dion opened the floor for public comment. The following individuals spoke: Lisa Franklin (Portland Resident), Carey Tyson (Portland Downtown), Ania More (Preble Street), Rich Winston (Roaring Brook Way), Stephen Scharff (Brackett Street), Vickie Brothers (Congress Square), Paula Mohoney (Summit Street), Rob Hastings (Congress Street), Kate (Portland Resident), Mayor Dion, Councilor Bullett, Councilor Michniewicz, Councilor Sykes, Councilor Phillips, Councilor Fournier, Councilor Pelletier, Danielle West (City Manager)

The following amendment was voted on:

Amendment #1

Motion was made by Councilor Pelletier and seconded by Councilor Sykes to amend: "Mayor Amendment #1" RE: Updated Exhibit A. The amendment is in the backup material.

Amendment Passed 8-1 (Councilor Pelletier-Opposed)

Order 20-25/26 Order Approving the Agreement Between the City of Portland and Portland Downtown For Fiscal Year 2025-2026 - Sponsored by the Finance Committee, April Fournier, Chair

Orders 18-25/26 through 20-25/26 were all read into the record and public comment was taken on all items together.

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

Passage: 8-1 (Councilor Pelletier Opposed)

Mayor Dion opened the floor for public comment. The following individuals spoke: Lisa Franklin (Portland Resident), Carey Tyson (Portland Downtown), Ania More (Preble

Street), Rich Winston (Roaring Brook Way), Stephen Scharff (Brackett Street), Vickie Brothers (Congress Square), Paula Mohoney (Summit Street), Rob Hastings (Congress Street), Kate (Portland Resident), Mayor Dion, Councilor Bullett, Councilor Michniewicz, Councilor Sykes, Councilor Phillips, Councilor Fournier, Councilor Pelletier, Danielle West (City Manager)

ORDERS:

Order 26-25/26 Setting Election Date on a Citizen Initiative Amendment to the Portland City Code Chapter 17 RE: An Act to End Fugitive Coal Dust - Sponsored by Ashley Rand, City Clerk

Motion was made by Councilor Phillips and seconded by Councilor Ali to postpone until August 25, 2025. Passage: 9-0

ADJOURNMENT:

Motion was made by Councilor Bullett and seconded by Councilor Phillips to adjourn. Passage 9-0 at 11:55pm

A TRUE RECORD

Ashley Rand, City Clerk

City of Portland | Mayor and Council Offices
Mark Dion, *Mayor*



To: Members of the Portland City Council
From: Mark Dion, Mayor
Date: August 25, 2025
Re: Federal Aviation Administration grant agreements awarded to the City of Portland

Last night, I called the City Council into an executive session to receive and discuss Corporation Counsel's assessment of 4 Federal Aviation Administration grant agreements that had been awarded to the City of Portland. The grants are intended to fund infrastructure and equipment upgrades at the Jetport, including replacing aging aircraft boarding bridges and deteriorating concrete terminal aprons, new snow removal equipment, new bathrooms, an adult changing room, service animal facilities, and new egress stairways. The combined award, from all the grants, represents approximately \$18 million dollars and work that has been delayed due to the pandemic and needs to be done for safety and capacity reasons.

In practice, the Council, by public vote, approves and appropriates federal grant funds for which the City applies and authorizes the Jetport Director to sign grant agreements and other documents that are necessary to receive the funds. When an award is forthcoming, corporation counsel and the director of the city department receiving the grant sign off with the sponsoring federal agency to initiate the distribution of the funds in question. The timeline to accomplish the final acceptance of the monies is usually very short given that the Council had previously discussed and approved the initiative in a prior public meeting.

In the time since the Council voted to accept and appropriate the FAA grant funds, the U.S. Department of Transportation added the language to its standard grant agreements requiring recipients to "cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law."

After this language was added to the Department of Transportation's grant agreements, twenty states, including Maine, indicated their refusal to allow federal immigration policy to hold public tax dollars and their transportation needs hostage and sued the Department in the US District Court in Rhode Island (State of California, et al v. United States Department of Transportation, Case No. 25-cv-208) arguing that the immigration enforcement condition is illegal and unconstitutional. On June 19, 2025, the Court agreed and issued an emergency injunction prohibiting the Department from implementing or enforcing the condition and prohibiting the Department from withholding or terminating funding or otherwise taking any adverse action against funding recipients based on that condition. In light of the Court's decision, the Department also added language to its grant agreement stating explicitly that the decision to

take grant money cannot be seen as a legal certification or concession to the immigration enforcement condition

Corporation Counsel and the Jetport Director brought this new language to the Council's attention earlier this week, which led to last night's executive session. Given the existence of the federal court injunction against the immigration enforcement condition and the additional language in the grant agreements indicating that the City is not certifying that it will comply with that condition by accepting grant funds, the Council does not plan to take action to amend its prior decisions to accept the grant funds. We are not aware of any other jurisdictions that have refused FAA funds based on the inclusion of this condition. We make this decision understanding that there may exist the potential for further court action to protect our community rights to preserve and protect our transportation resources while not expanding our involvement with federal immigration enforcement practices. In fact, we see the best way to challenge the Department's unlawful attempt to tie the receipt of public transportation dollars to local cooperation with ICE is to accept the grant funds, which we are entitled to, and contest any future attempts by federal agencies to compel the City to take any action that we are not legally required to take. In the meantime, we will continue to do our best to preserve the rights and needs of all of our community members in the weeks and months ahead.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: August 13, 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. It received its first reading on June 23 and its second reading on July 14, at which point it was postponed to August 11. On August 11 it was postponed to August 25. To make this item effective immediately, staff is requesting that this item be passed as an emergency. Seven affirmative votes are required for passage as an emergency after public comment.

III. BACKGROUND

The 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. Ali Amendment 1 to Minimum Wage Election Date
3. Order 25 - Ch 33 Increasing Minimum Wage
4. Housing Needs Assessment - Portland City
5. \$20 Minimum Wage Proposal - Fiscal Impact Statement
6. Analysis-of-Proposed-Minimum-Wage-Increases-City-of-Portland-MECEP
7. 2024.08.19 Public Comment - Order 25
8. 2025.07.14 Public Comment - Order 239
9. 2025.08.25 Public Comment - Order 239

Prepared by:

Date: 08/13/2025

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.

**AMENDMENT 1 TO ORDER 239-24/25
PREPARED BY CORPORATION COUNSEL
FOR COUNCILOR PIOUS ALI
RE: BUSINESSES WITH FEWER THAN 50 EMPLOYEES**

*** * ***

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 for employers with fifty or more employees 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 for employers with fifty or more employees to \$20/hour by 2029. This amendment will be effective beginning January 1, 2026.

Section 33.7. Minimum Wage^{*}.

(b) Minimum Wage rate for employers with fewer than fifty employees:

- (i) Beginning on January 1, 2022, the regular Minimum Wage for all Employees, including, but not limited to, Service Employees, shall be raised to \$13.00 per hour;
- (ii) Beginning on January 1, 2023, the regular Minimum Wage for all Employees, including, but not limited to, Service Employees, shall be raised to \$14.00 per hour; and
- (iii) Beginning on January 1, 2024, the regular Minimum Wage for all Employees, including, but not limited to, Service Employees, shall be raised to \$15.00 per hour; and
- (iv) On January 1, 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.

(c) Minimum Wage rate for employers with fifty or more employees:

- (i) Beginning on January 1, 2026, 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 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;
- (iii) Beginning on January 1, 2027, the regular Minimum Wage for all Employees, including, but not limited to, Service Employees, shall be raised to \$18.00 per hour; and
- (iii) Beginning on January 1, 2028, the regular Minimum Wage for all Employees, including, but not limited to, Service Employees, shall be raised to \$19.00 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 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.

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)

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RE: AN ACT TO INCREASE PORTLAND’S MINIMUM WAGE**

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Section 33.7. Minimum Wage.*

* * *

(b) Minimum Wage rate:

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- (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.*



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

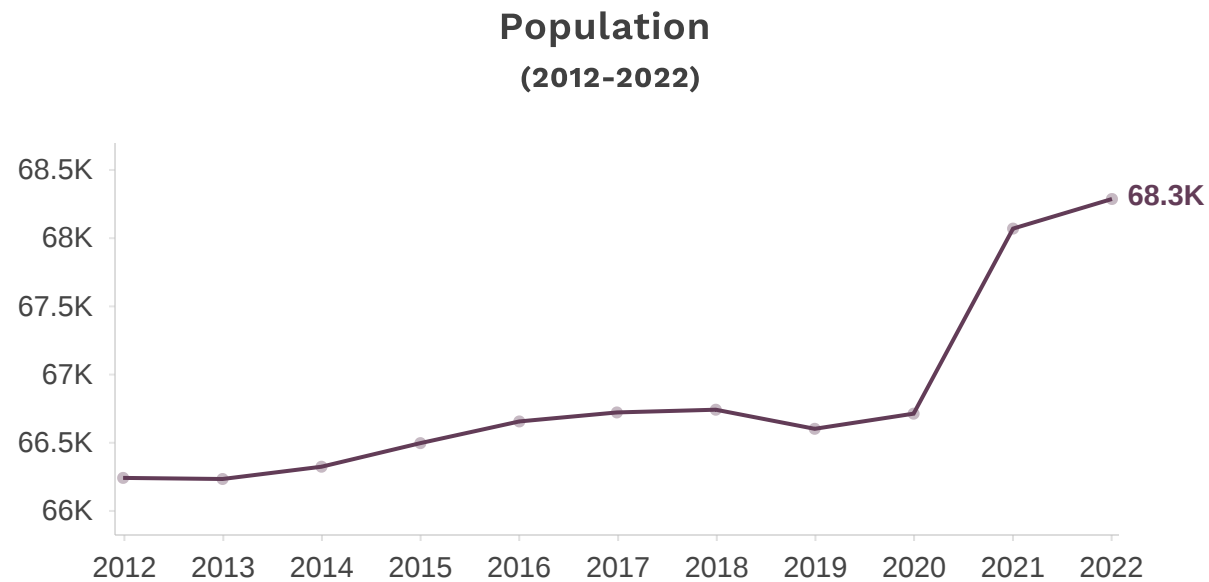
Portland city

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.

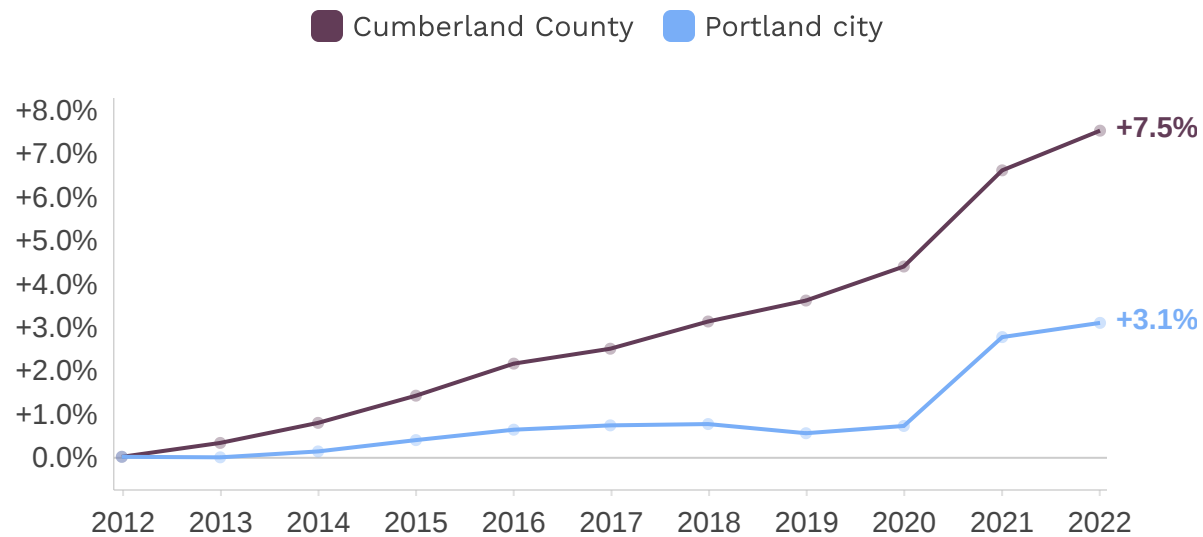
Population

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

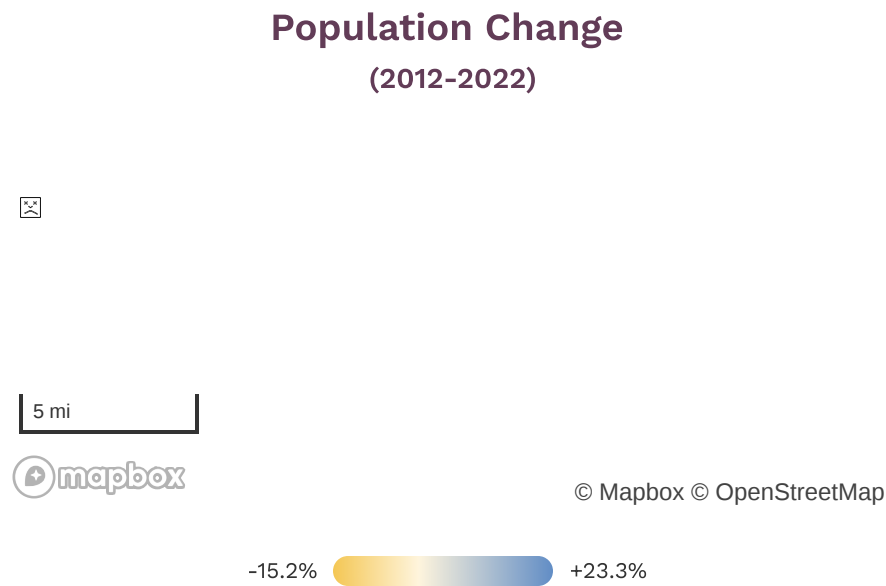
Comparative Population Change (2012-2022)



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



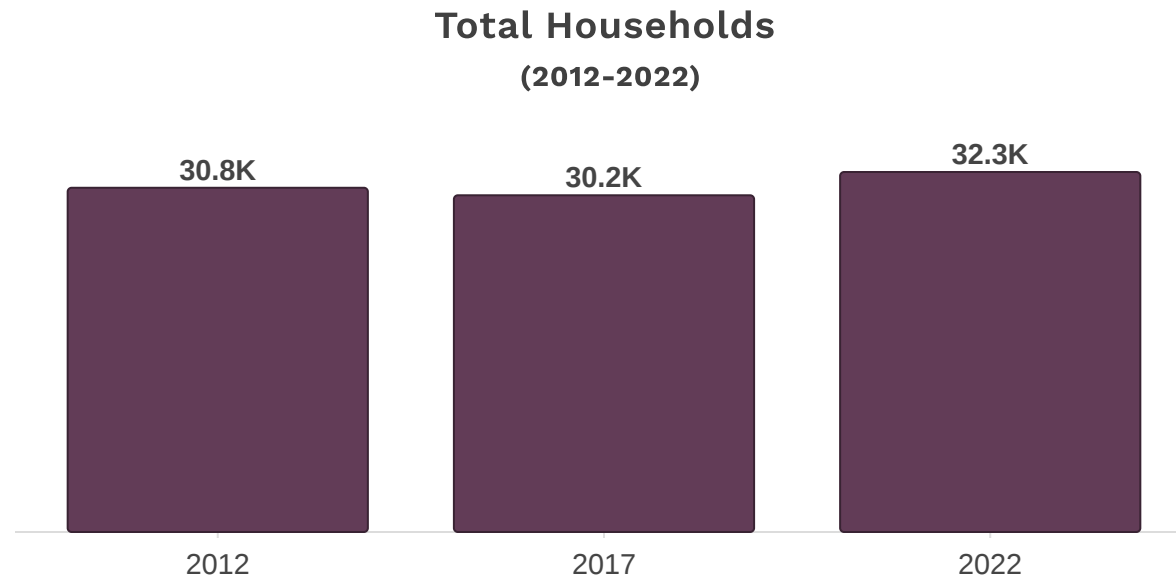
© Mapbox © OpenStreetMap

283  22,645

Source: American Community Survey (ACS), US Census Bureau

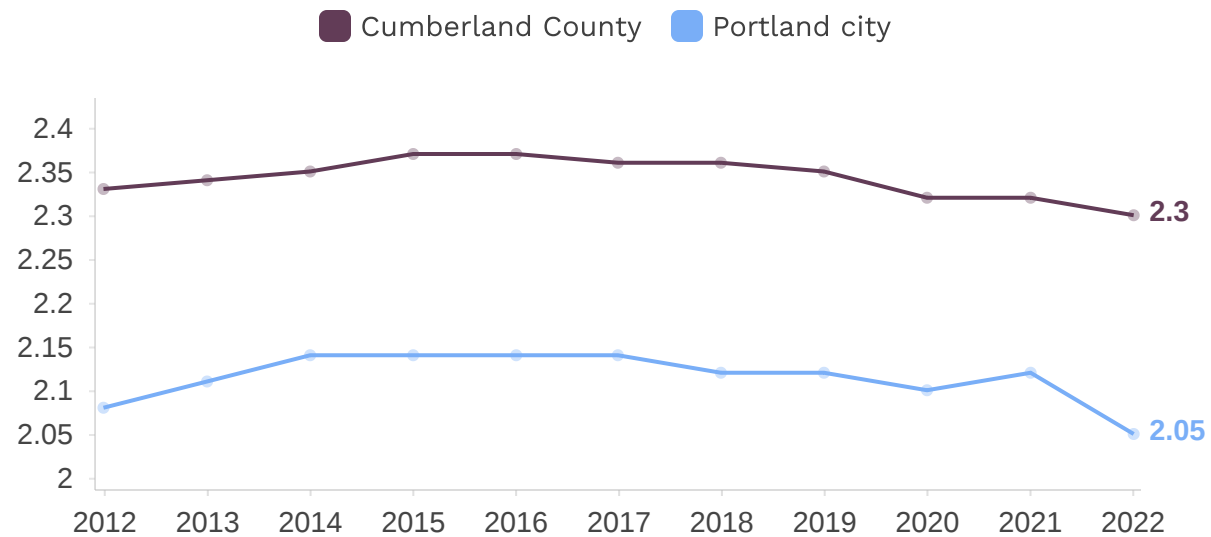
Households and Household Size

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.



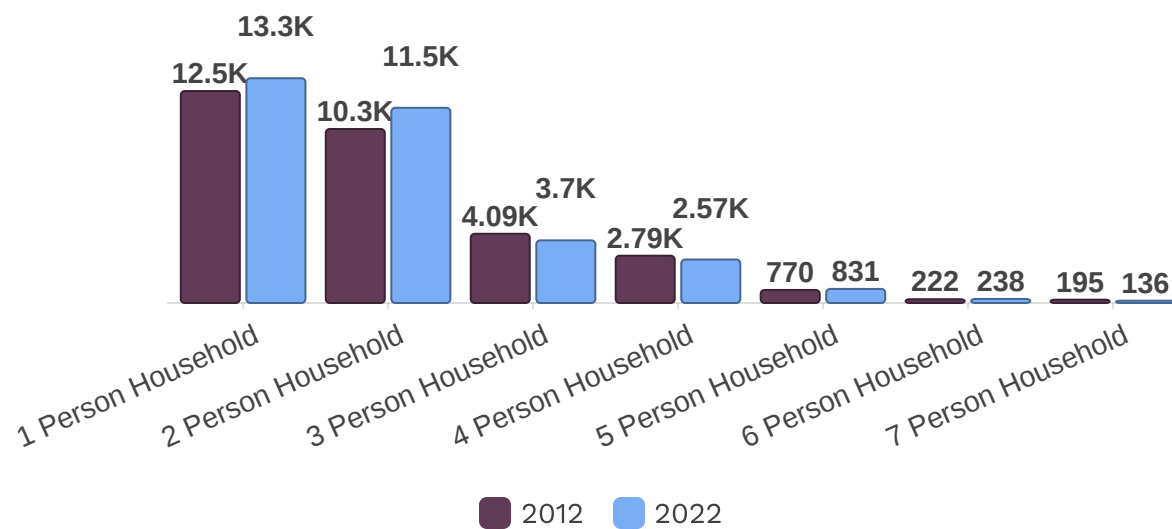
Source: American Community Survey (ACS), US Census Bureau

Average Household Size (2012-2022)



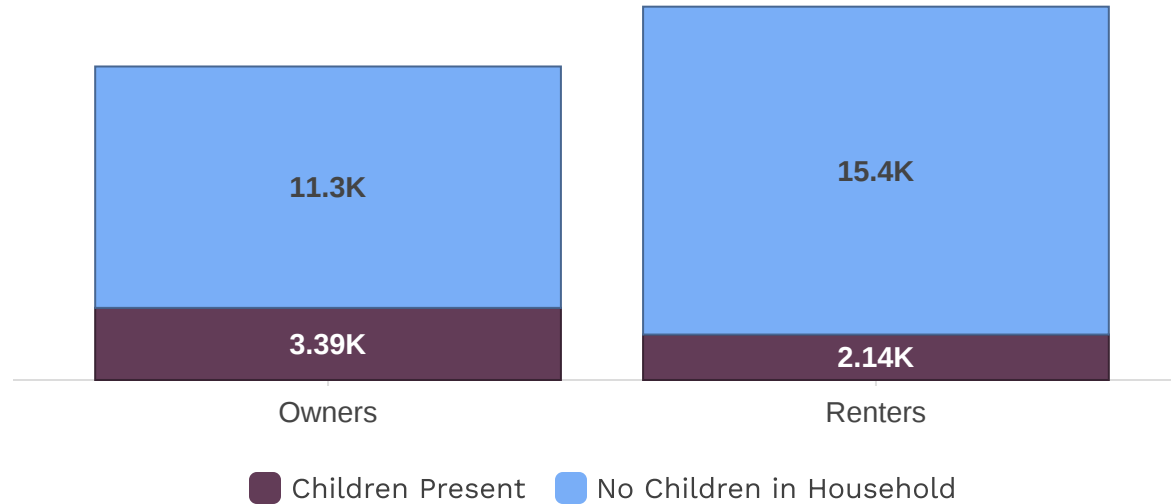
Source: American Community Survey (ACS), US Census Bureau

Distribution of Household Size



Source: American Community Survey (ACS), US Census Bureau

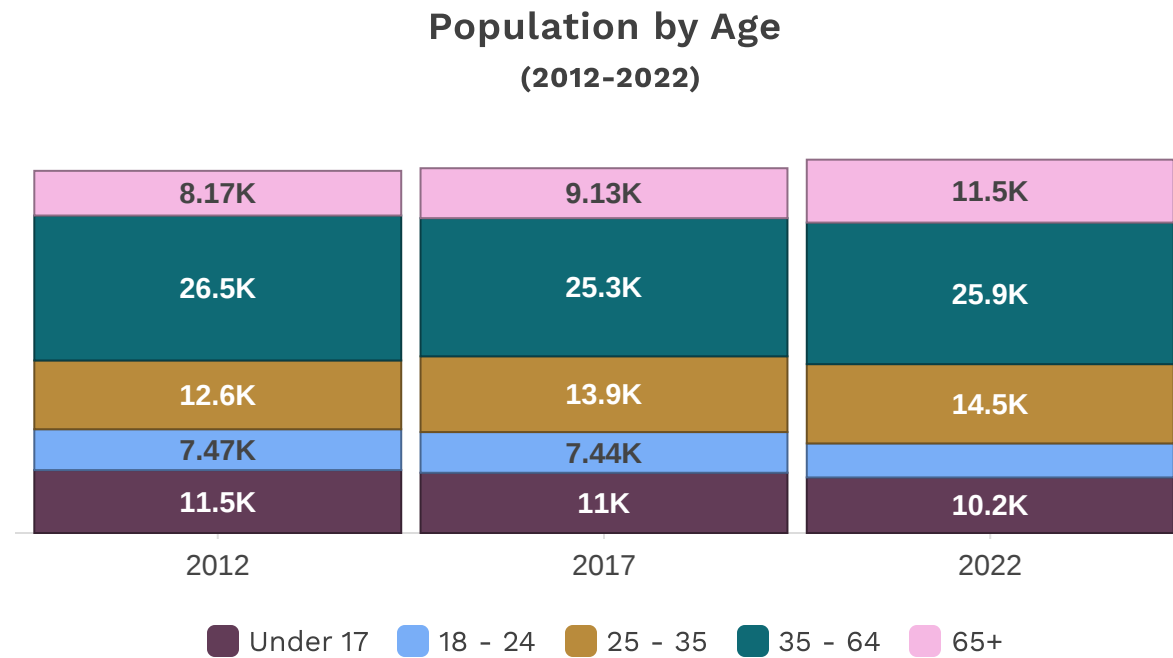
Households by Tenure and Presence of Children (2022)



Source: American Community Survey (ACS), US Census Bureau

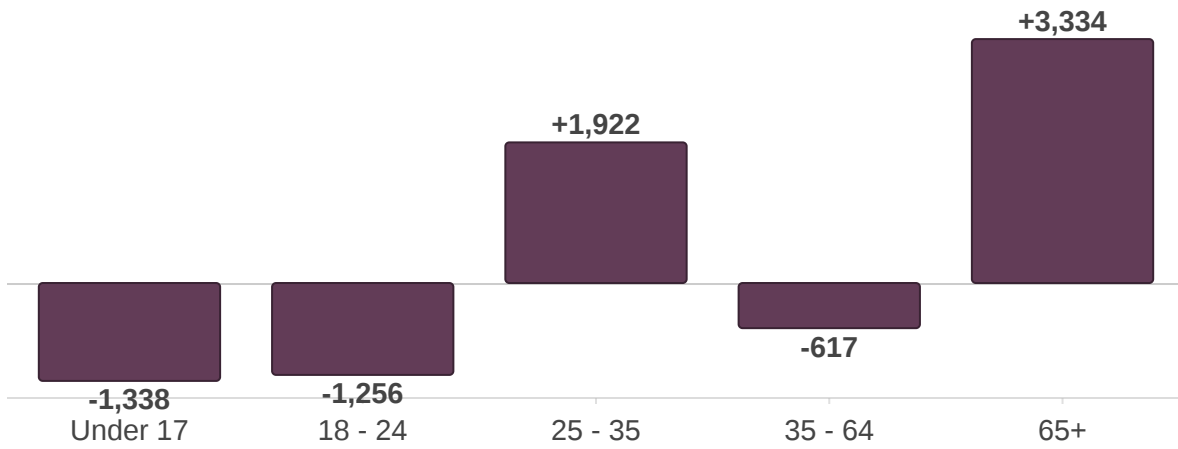
Age

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)**

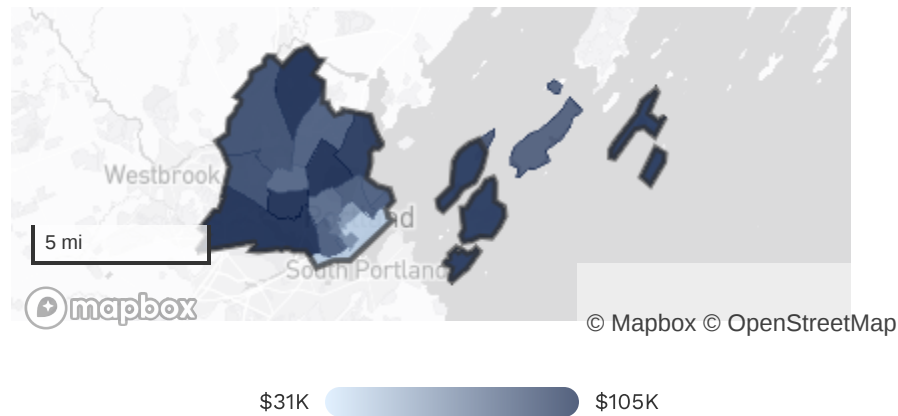


Source: American Community Survey (ACS), US Census Bureau

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%).

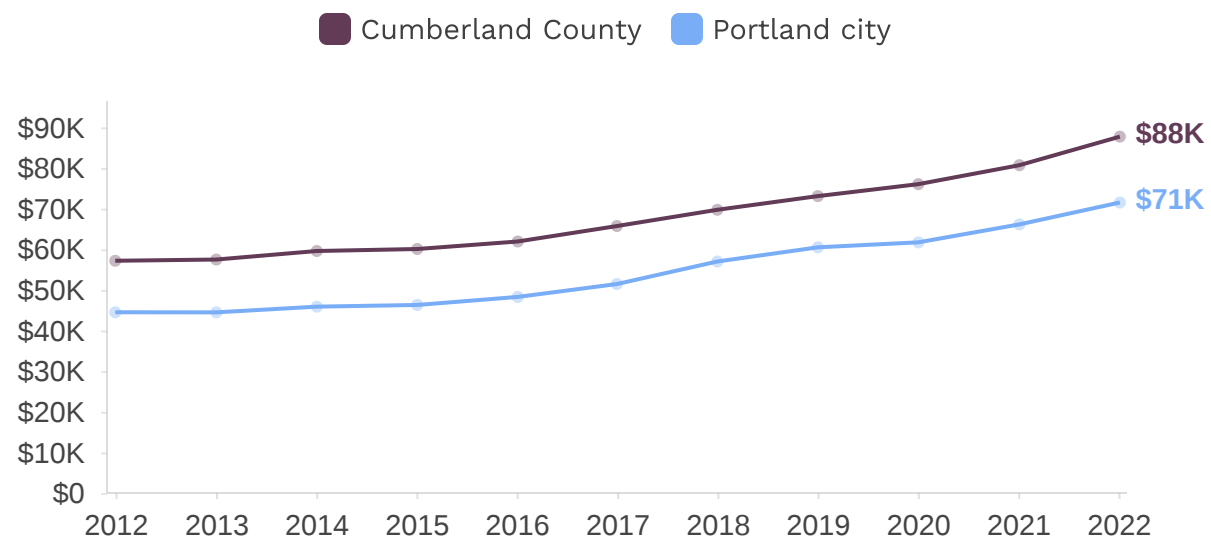
Regional Median Household Income Comparison (2022)



Dollar values are nominal.

Source: American Community Survey (ACS), US Census Bureau

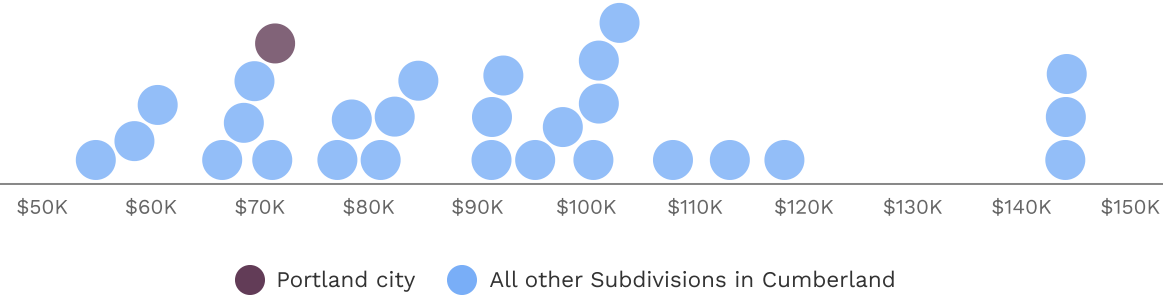
Median Household Income Over Time



Source: American Community Survey (ACS), US Census Bureau

Dollar values are nominal.

Median Household Income Comparison (2022)

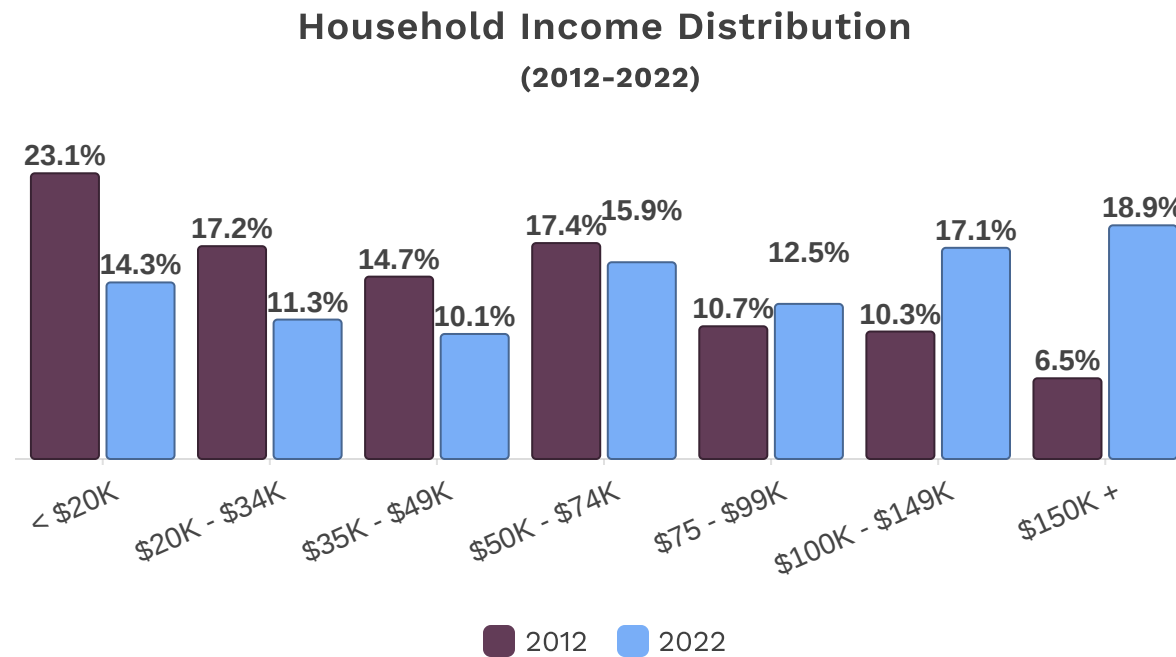


Dollar values are nominal.

Source: American Community Survey (ACS), US Census Bureau

Income Distribution

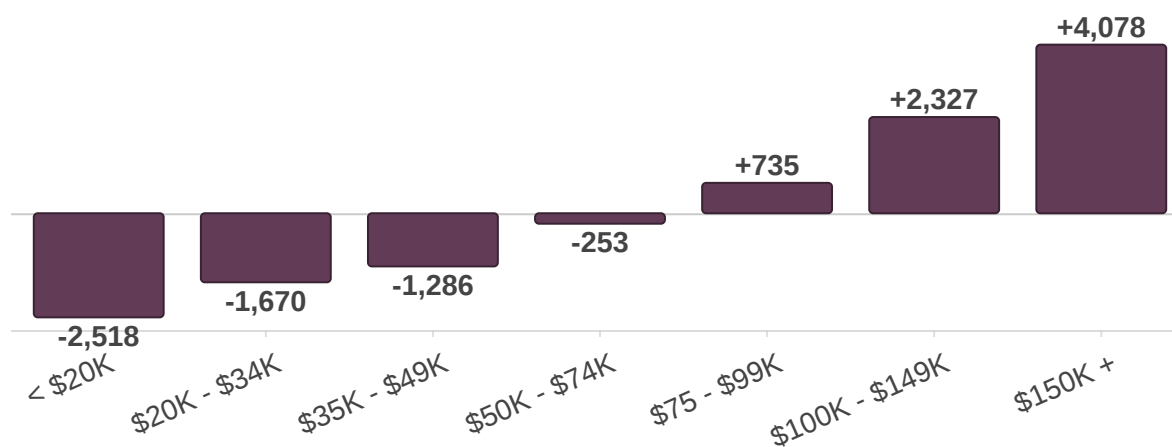
The number of Portland city households earning \$150K + increased by 4,078 households (202.8%) from 2012 to 2022. The number of Portland city households earning below < \$20K decreased by 2,518 households (35.4%).



Source: American Community Survey (ACS), US Census Bureau

Dollar values are nominal.

Change in Households by Income Group (2012-2022)

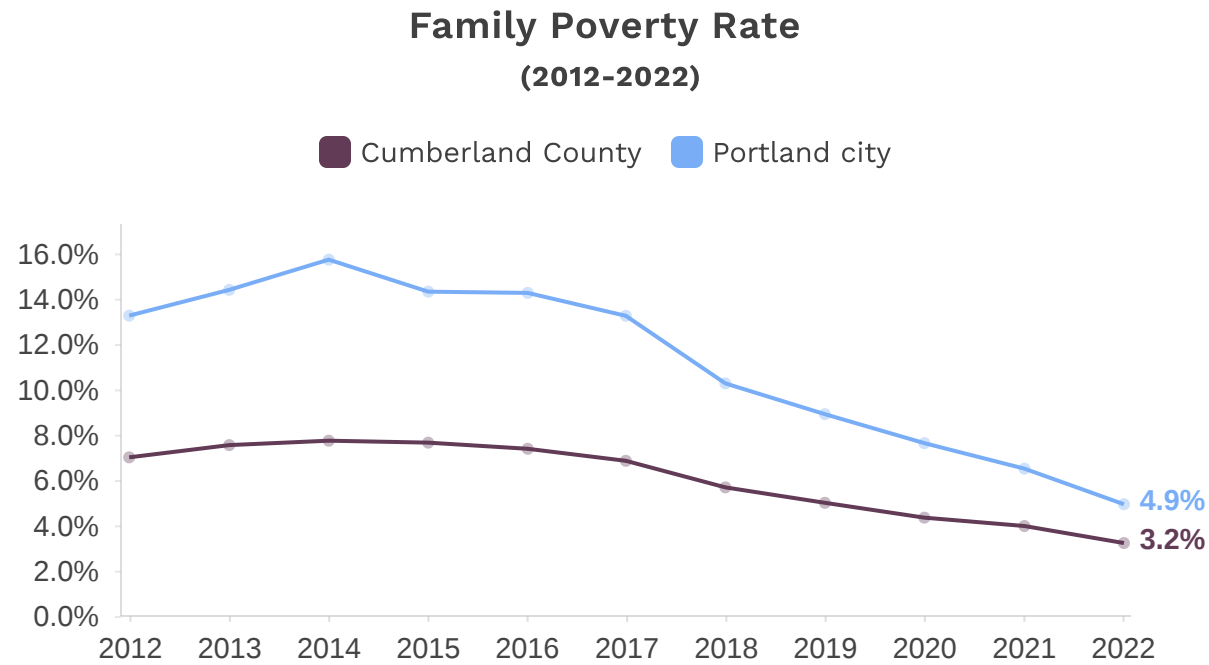


Source: American Community Survey (ACS), US Census Bureau

Dollar values are nominal.

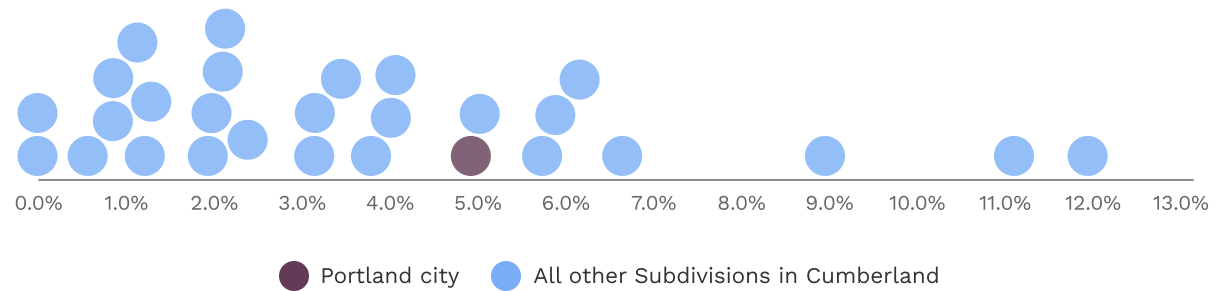
Family Poverty Rate

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)

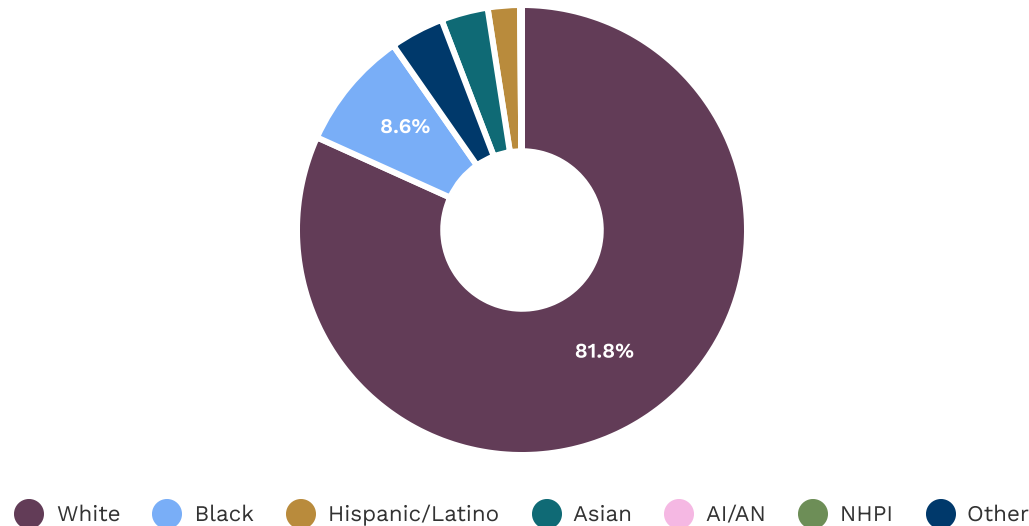


Source: American Community Survey (ACS), US Census Bureau

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.

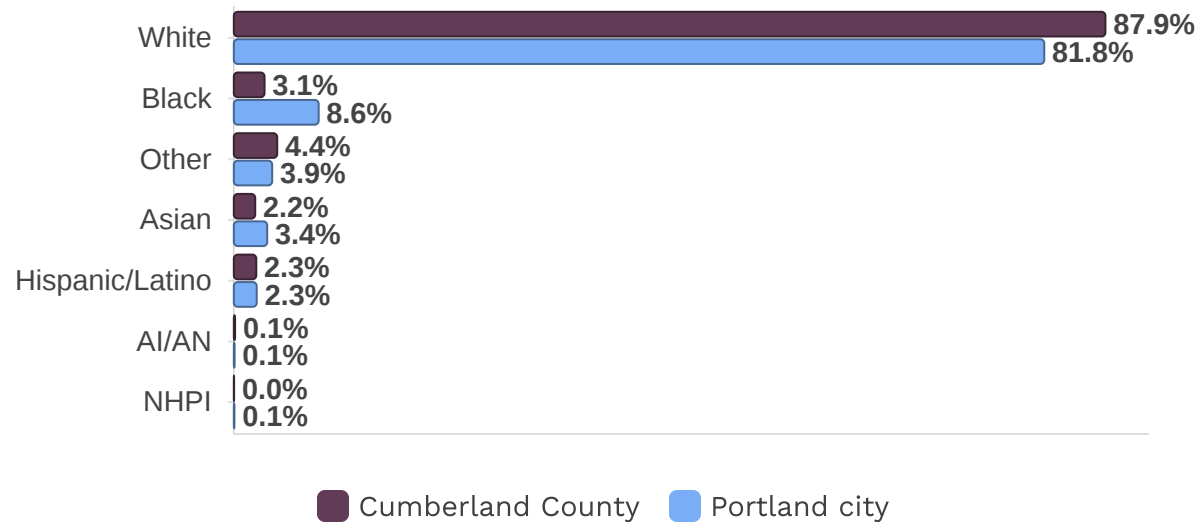
Racial and Ethnic Distribution (Population)
(2022)



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)



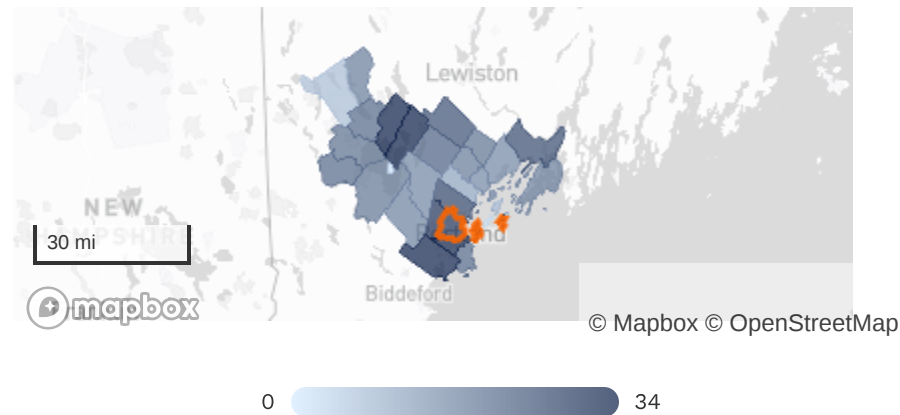
Source: American Community Survey (ACS), US Census Bureau

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.

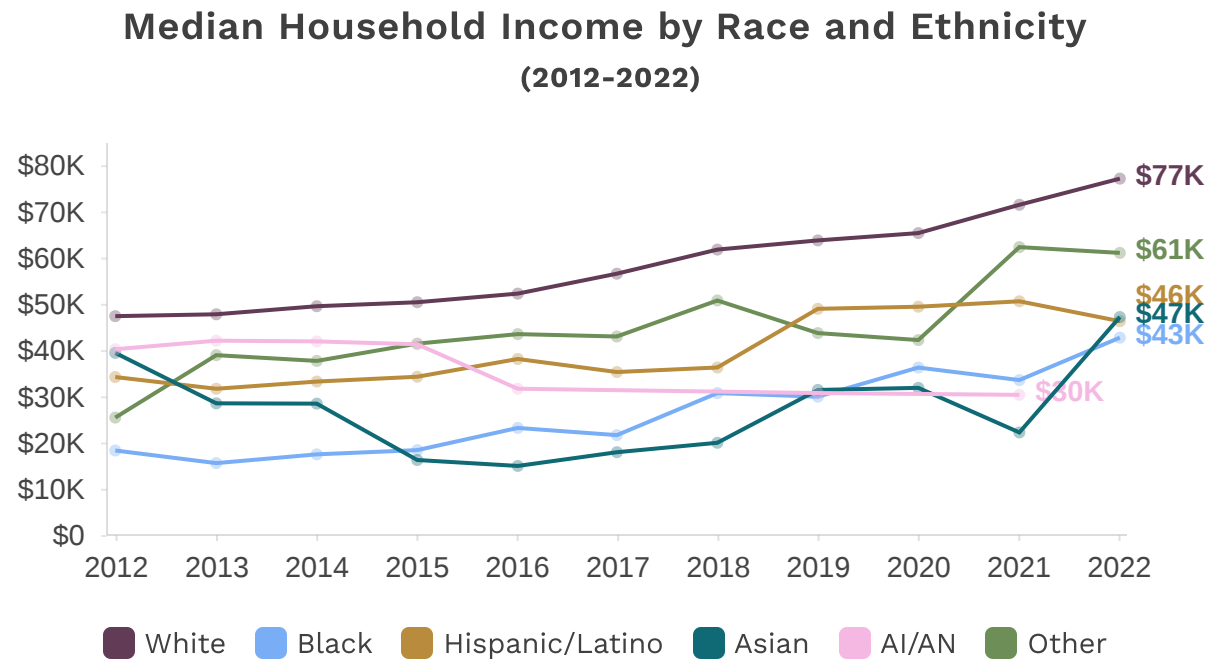
Racial Dissimilarity Index (2022)



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.

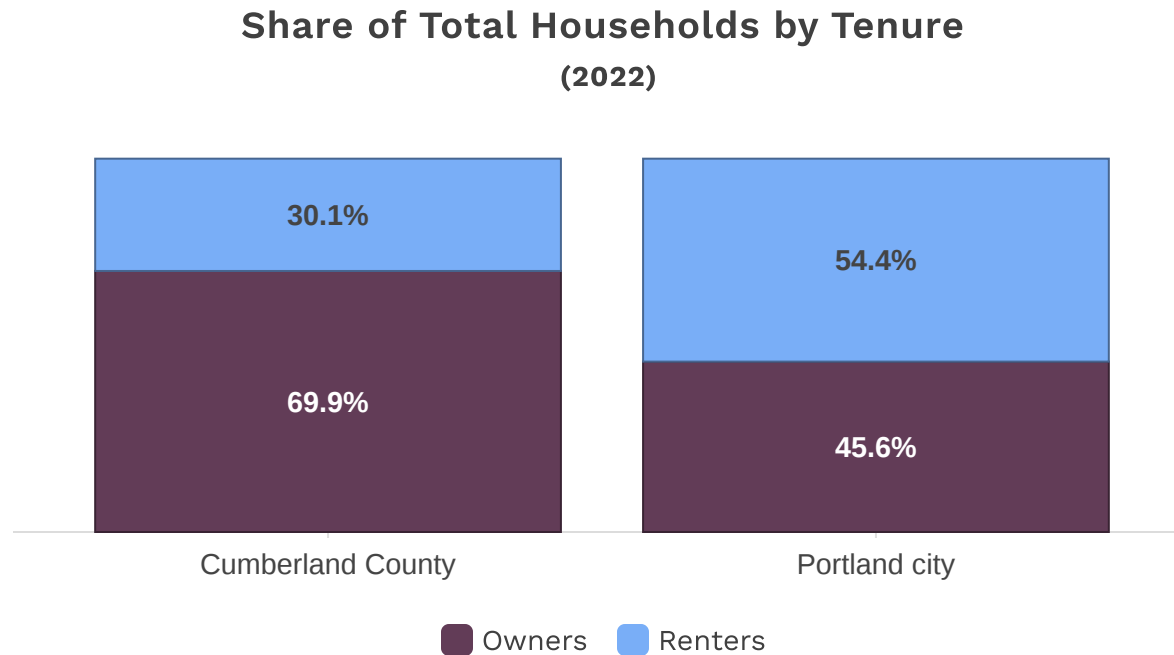


Source: American Community Survey (ACS), US Census Bureau

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.

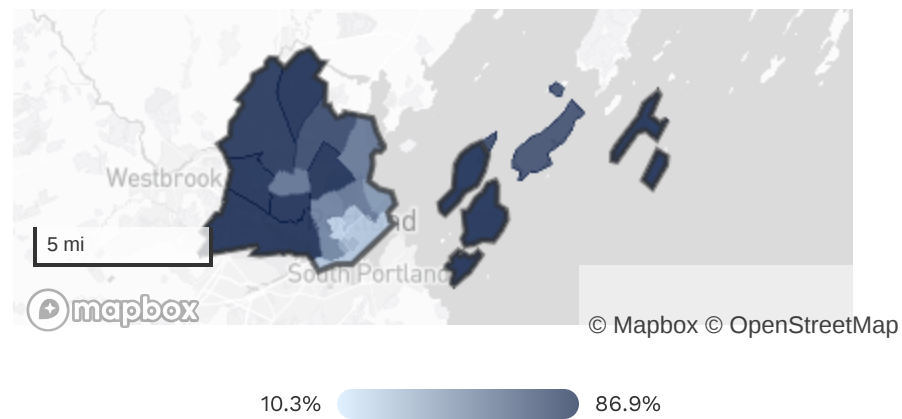
Tenure

In 2022, 54.4% of households in Portland city were renters, compared with 30.1% in Cumberland County.



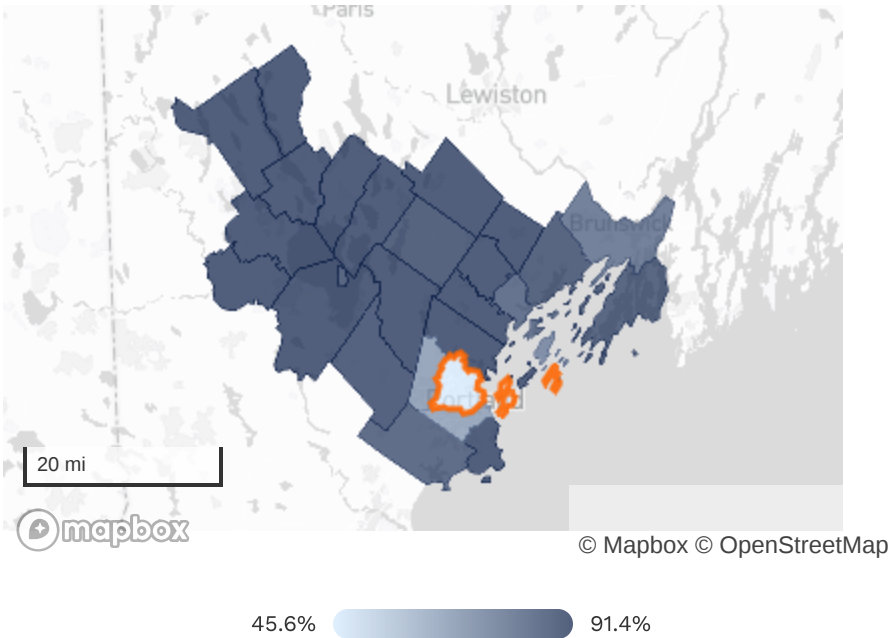
Source: American Community Survey (ACS), US Census Bureau

Homeownership Rate (2022)



Source: American Community Survey (ACS), US Census Bureau

Homeownership Rates by Peer Regions (2022)

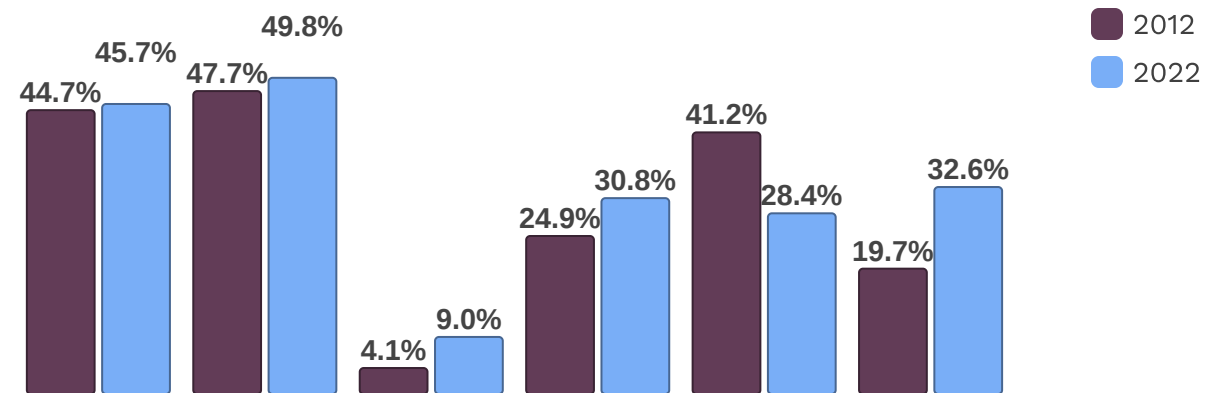


Source: American Community Survey (ACS), US Census Bureau

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)**

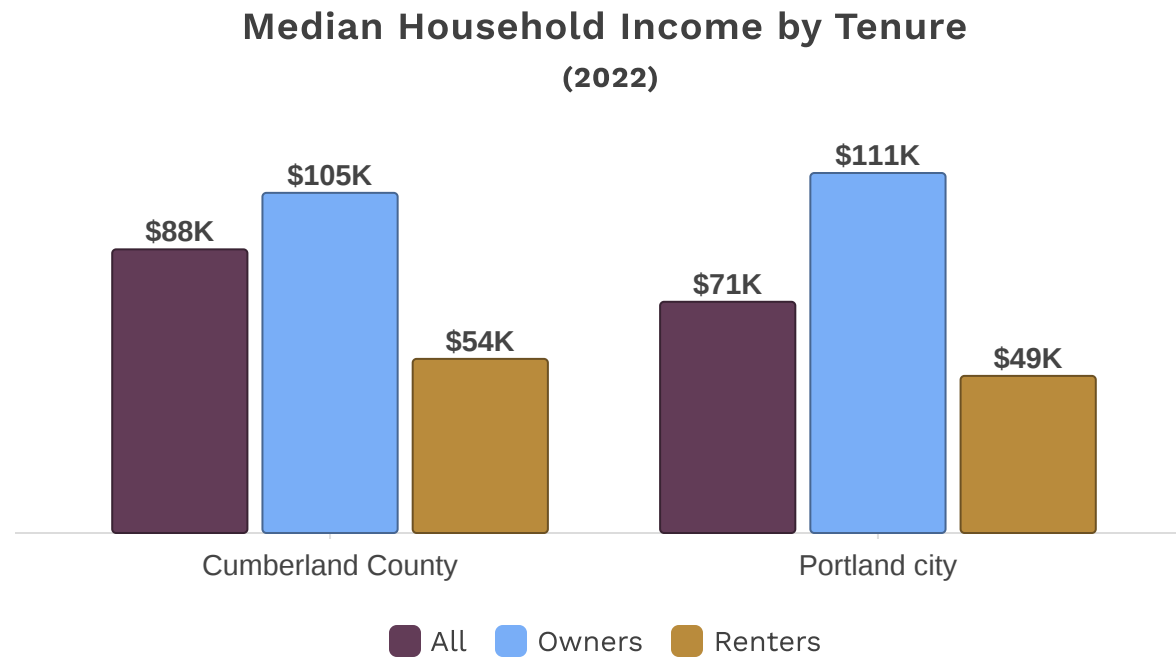


Source: American Community Survey (ACS), US Census Bureau

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

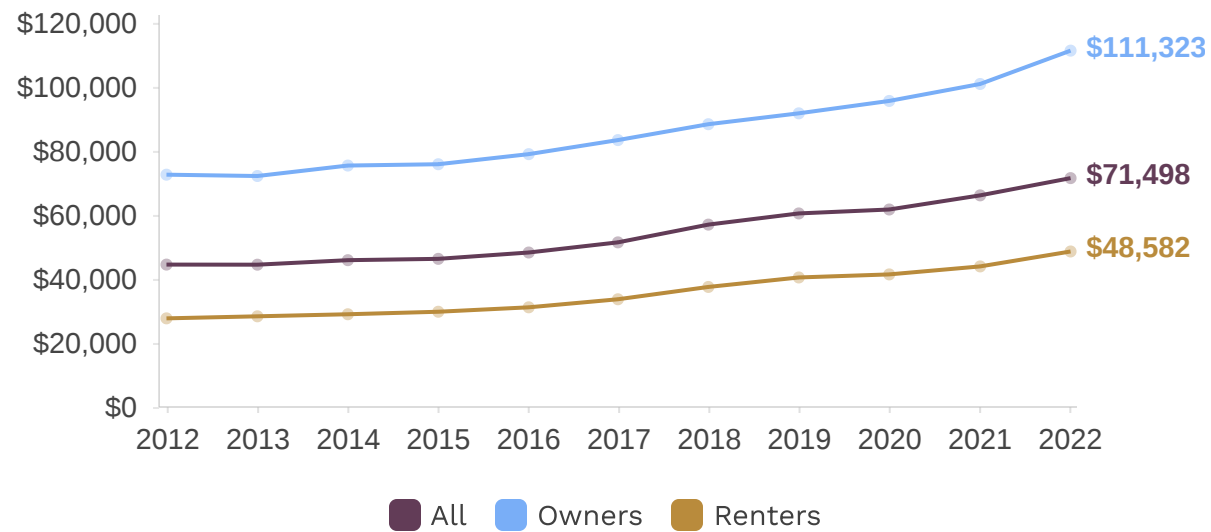
In 2022, median income for owner households was \$62,741 more than renter households in Portland city. For Cumberland County, the difference between owner and renter households was \$51,343.



Source: American Community Survey (ACS), US Census Bureau

Dollar values are nominal.

Median Household Income Over Time by Tenure (2012-2022)

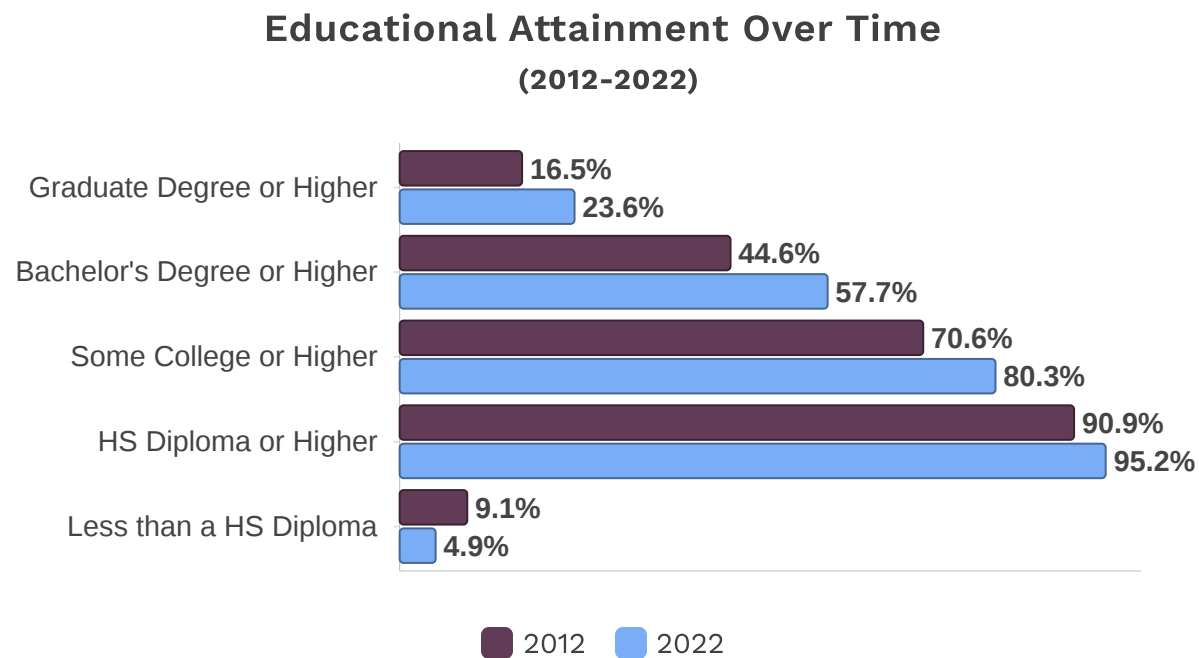


Source: American Community Survey (ACS), US Census Bureau

Dollar values are nominal.

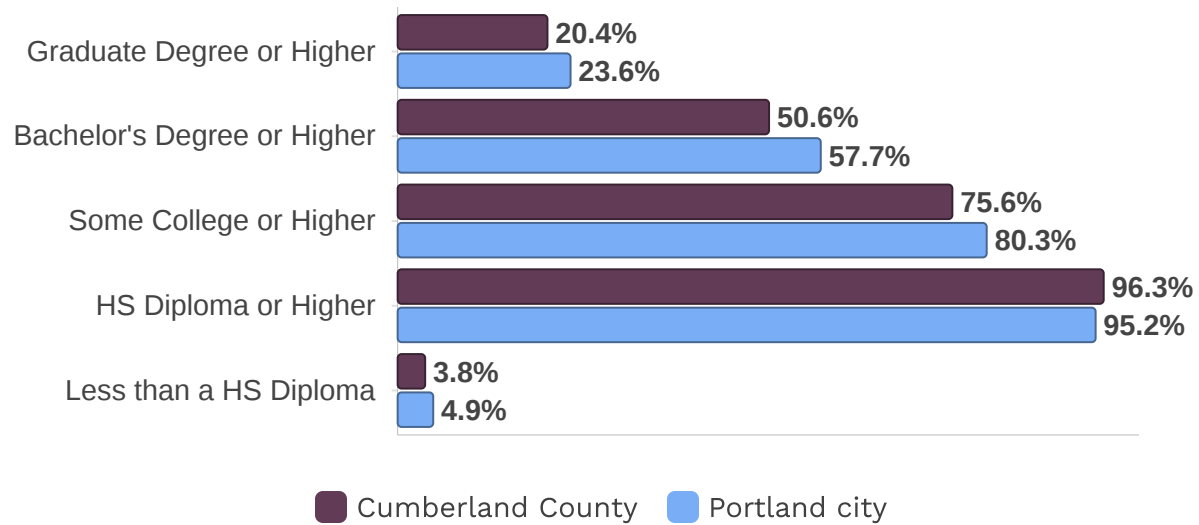
Education

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

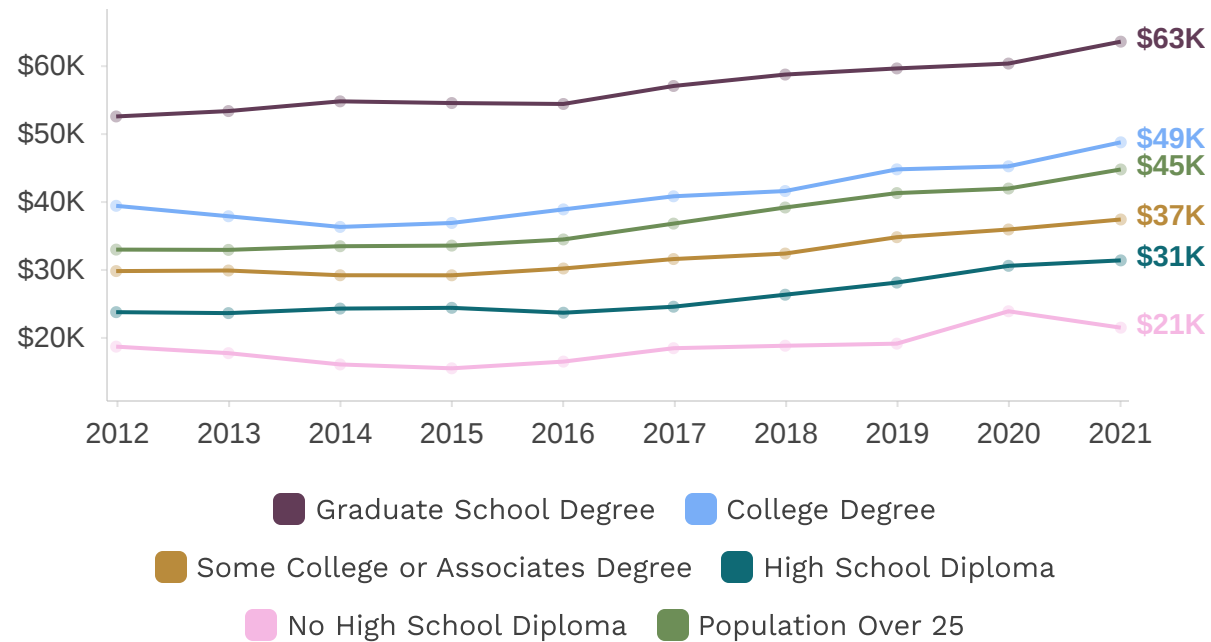
In 2022, residents with a college degree earned on average \$17,115 more than residents with only a high school diploma.

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)

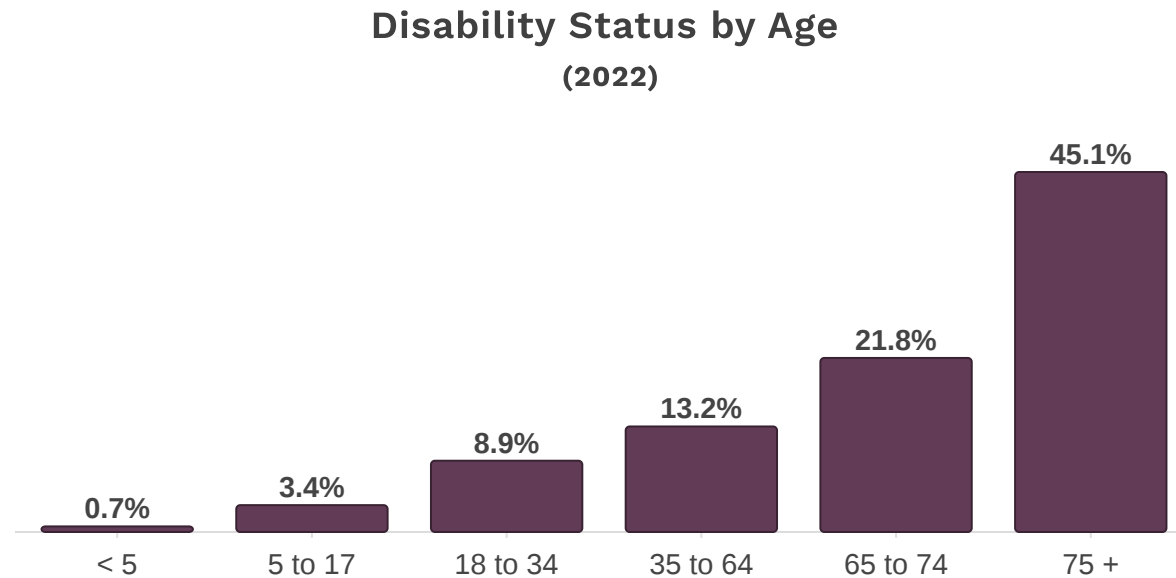


Source: American Community Survey (ACS), US Census Bureau

Dollar values are nominal.

Disability

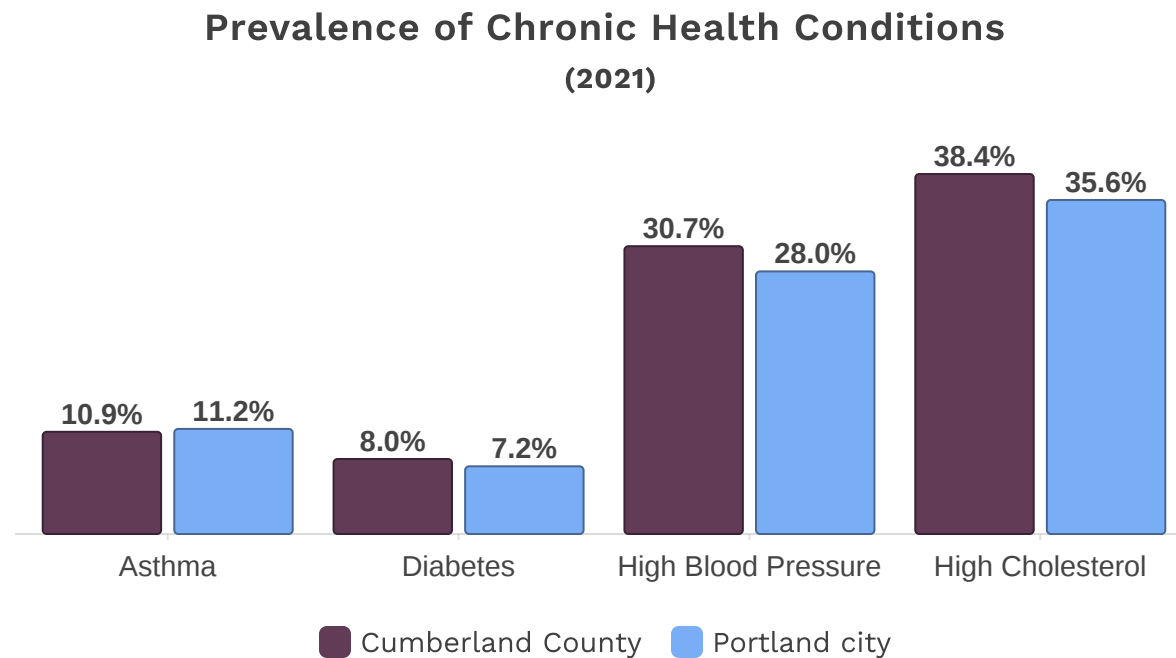
In 2022, 45.1% of people aged 75 and older had a disability in Portland city. The share of all residents with a disability increased by 0.9% between 2012 and 2022, more than in Cumberland County overall.



Source: American Community Survey (ACS), US Census Bureau

Health Outcomes

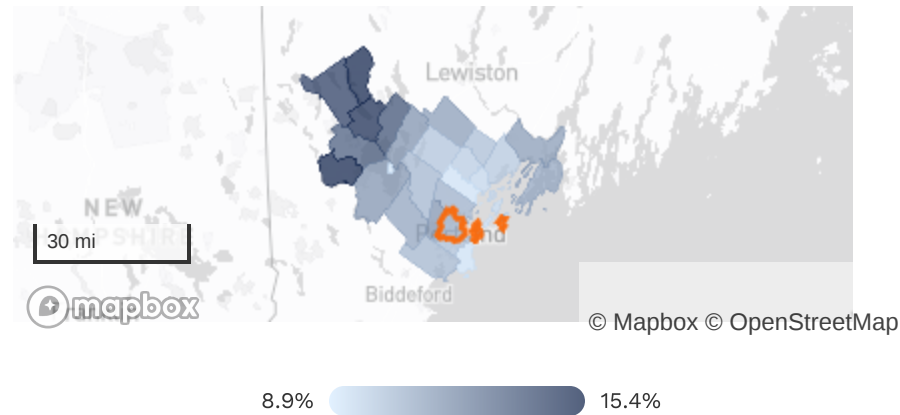
In 2021, 10.8% of the population over 18 years old in Portland city had poor or fair health, as defined by the American Community Survey.



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)



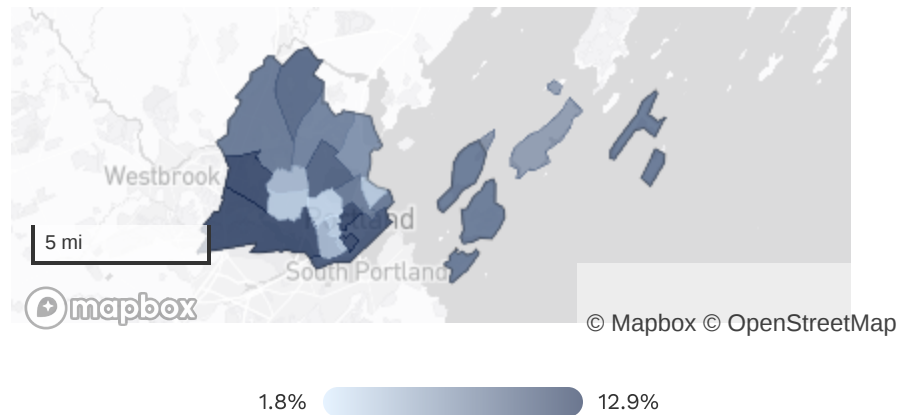
Note: The latest year of this dataset is 2021.

Source: PLACES, US Centers for Disease Control and Prevention (CDC)

Internet Access

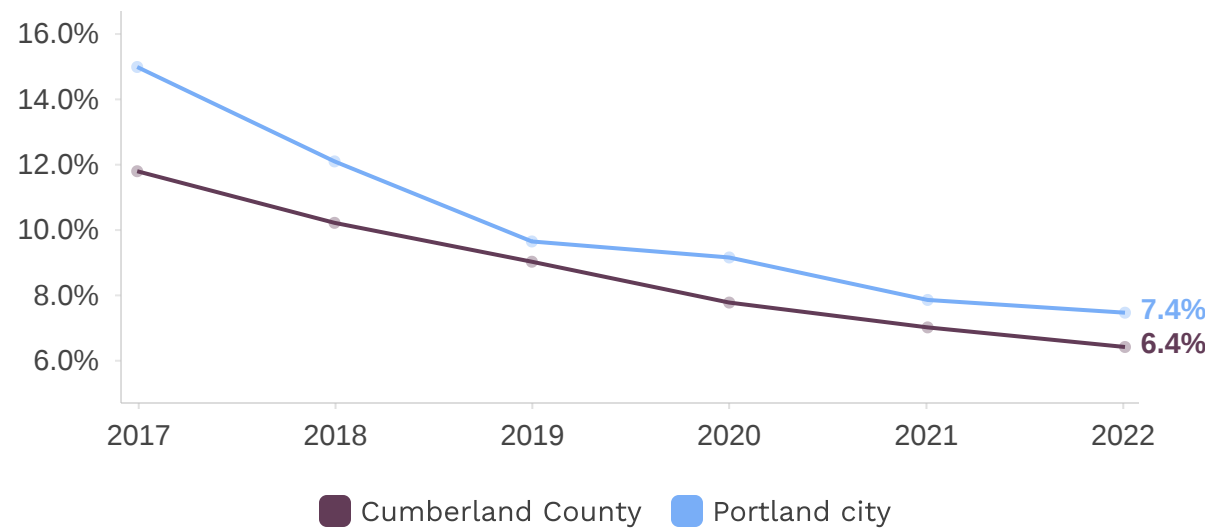
In 2022, 2,399 households in Portland city did not have internet access in their home (7.4% of all households). Internet access refers to whether or not a household uses or connects to the internet, regardless of whether or not they pay for the service to do so.

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

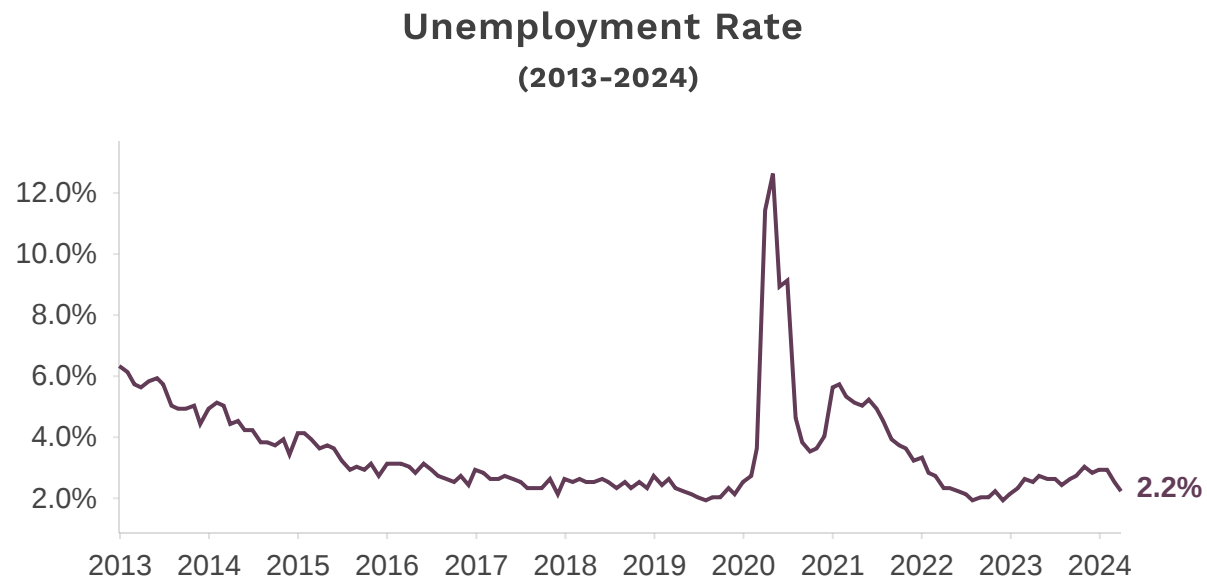
Portland city

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).

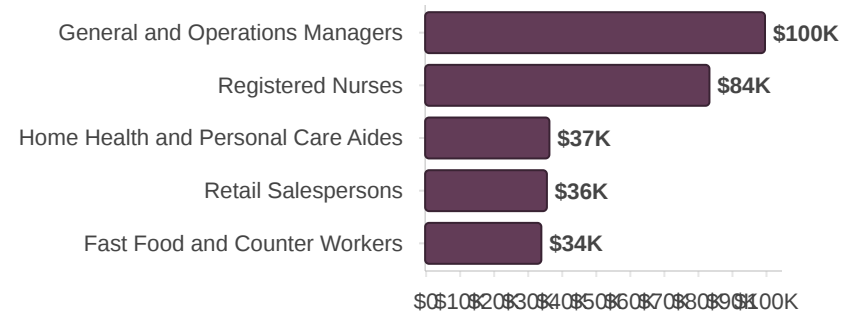
**Top 5 Occupations by Total Employment
(2023)**



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.

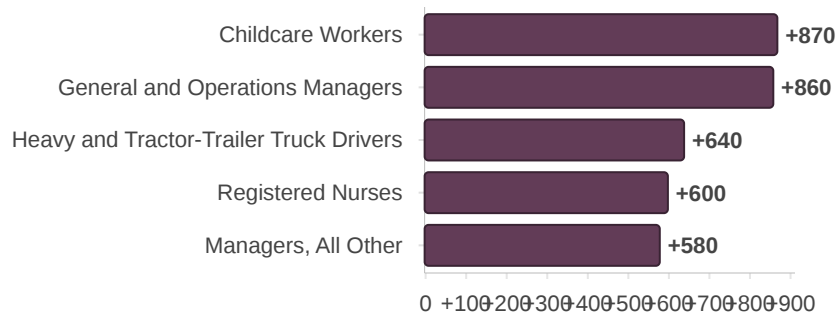
Occupations with the Largest Job Growth

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).

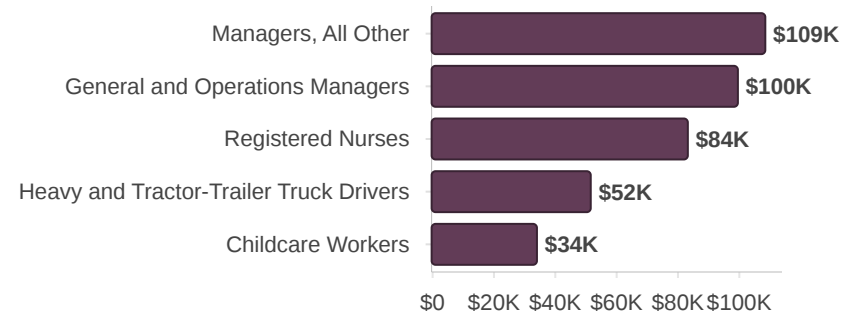
Occupations with the Largest 5-Year Job Growth (2018-2023)



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)

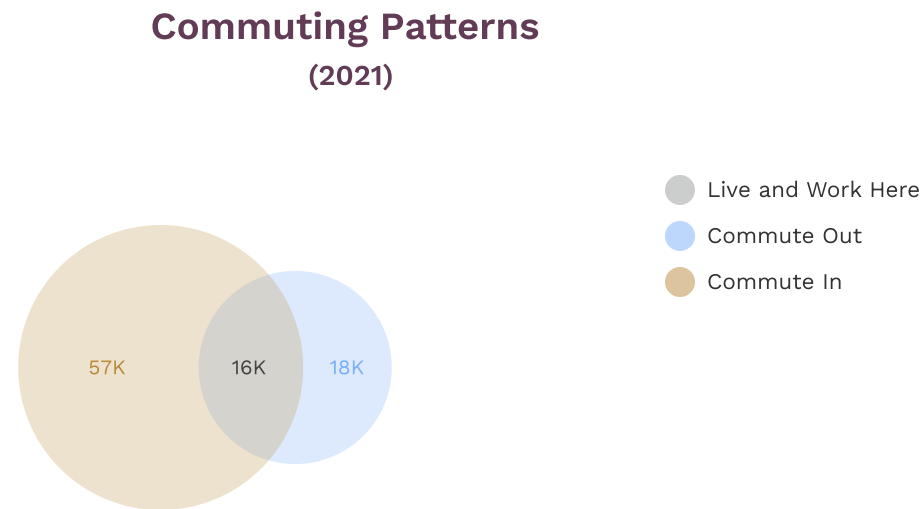


Source: Occupational Employment and Wage Statistics (OEWS, US Bureau of Labor Statistics (BLS))

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.



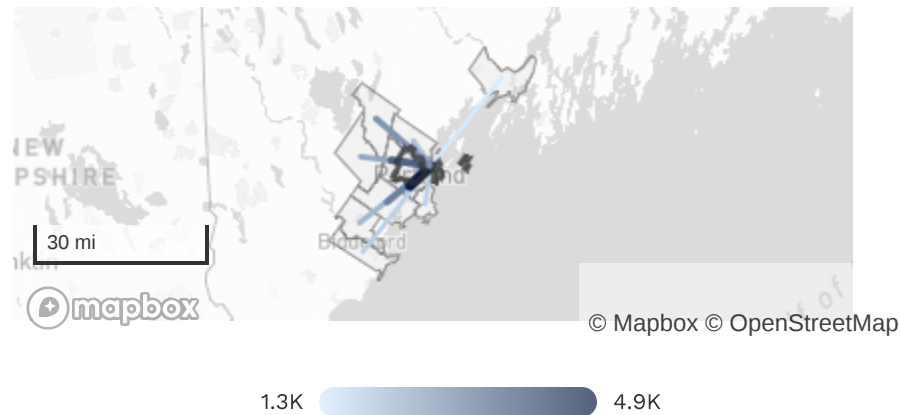
Note: The latest year of this dataset is 2021.

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)

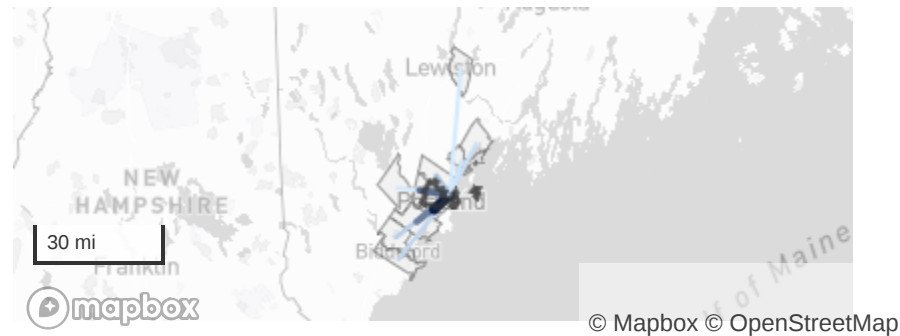
Origin	2021 ▲
Brunswick town	1,319
Cape Elizabeth town	1,712
Biddeford city	1,737
Falmouth town	1,950
Saco city	2,132
Gorham town	2,352
Windham town	2,659
Scarborough town	2,986
Westbrook city	3,457
South Portland city	4,867

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

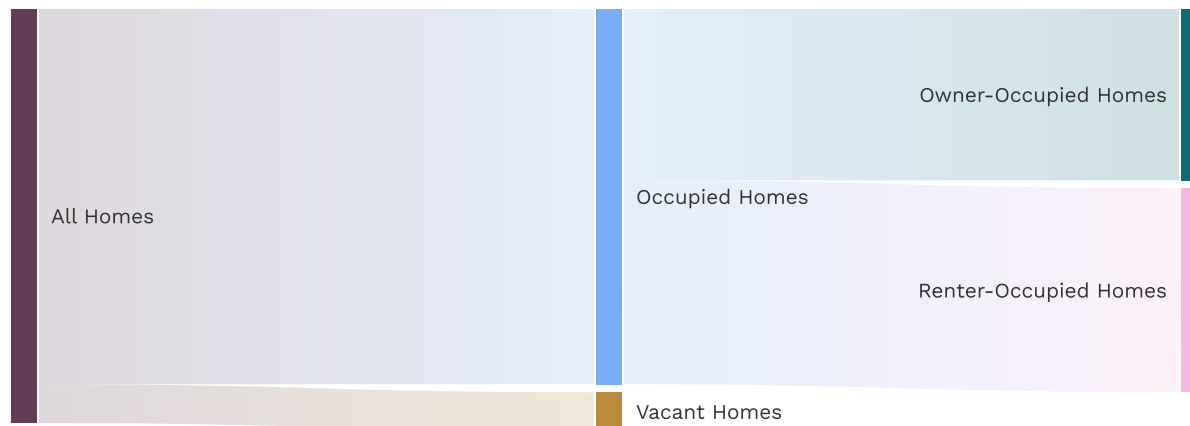
Housing Supply Introduction

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.

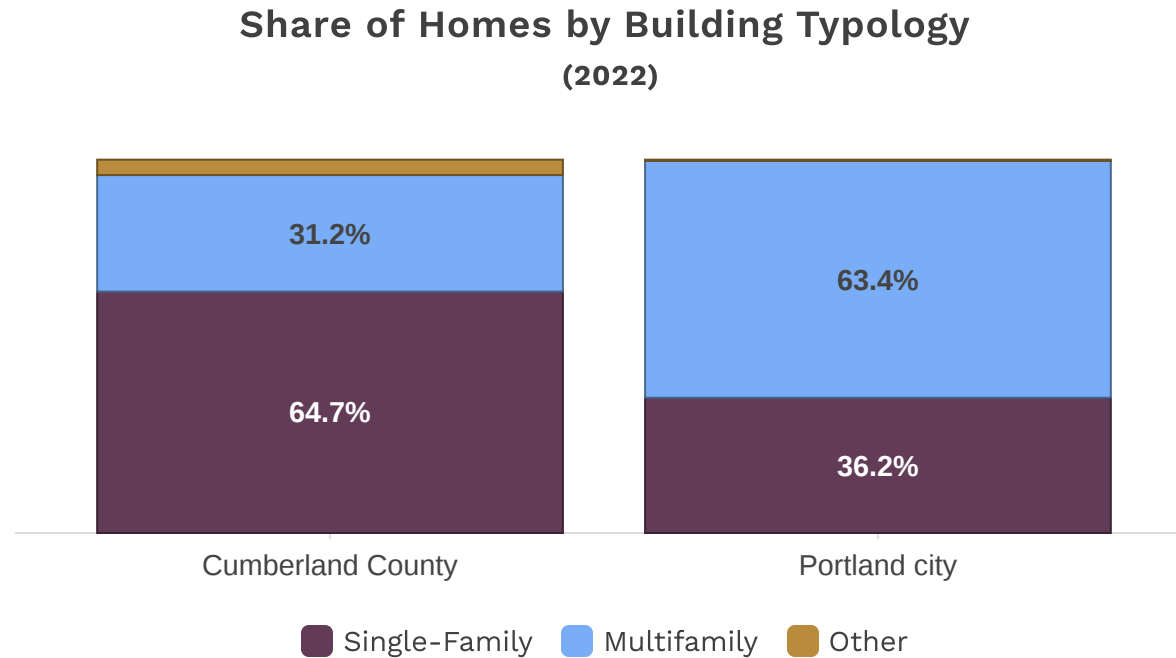
Renter and Owner Occupied Housing Stock (2022)



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.

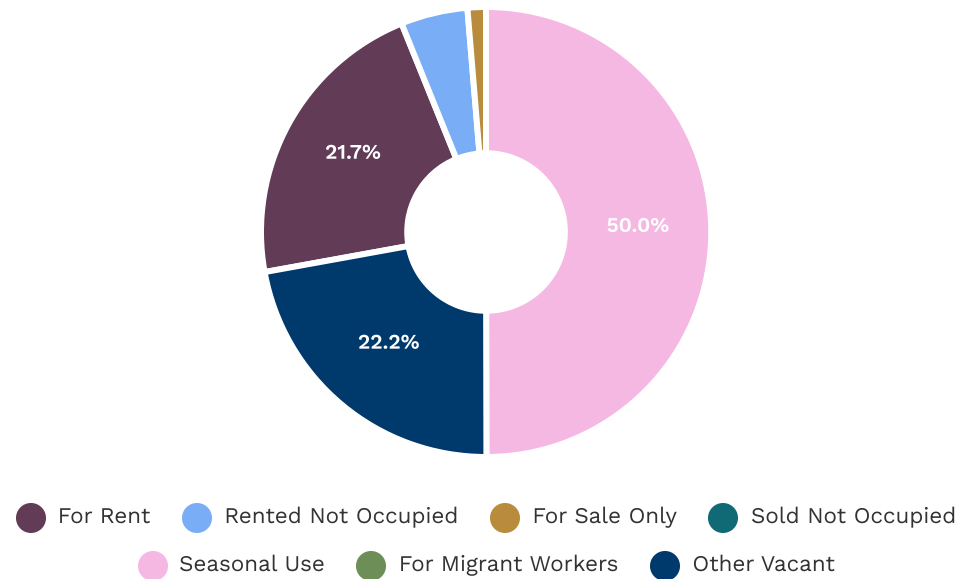


Source: American Community Survey (ACS), US Census Bureau

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)



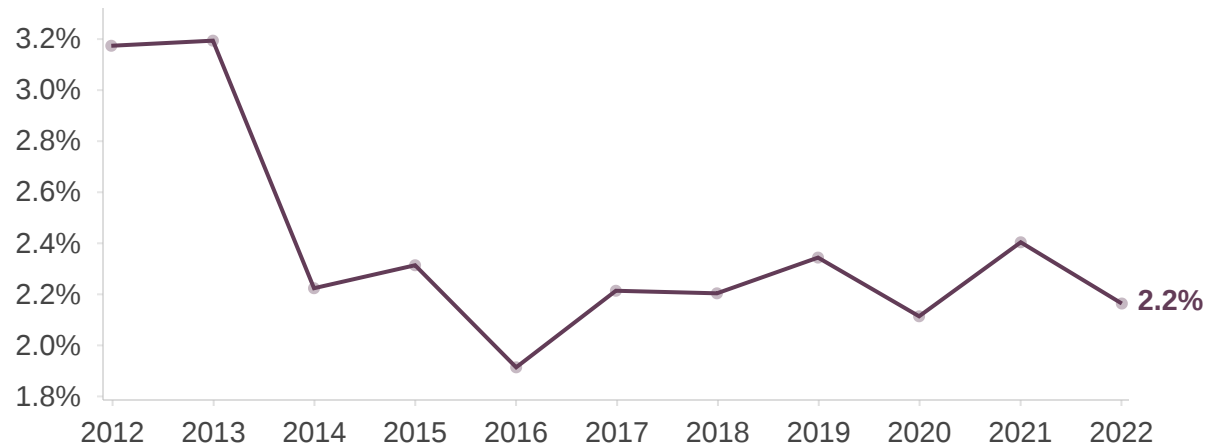
"Other Vacant" may include homes foreclosed on, in need of repair, or if the status is vacant and reason unknown.

Source: American Community Survey (ACS), US Census Bureau

Vacancy Indicators

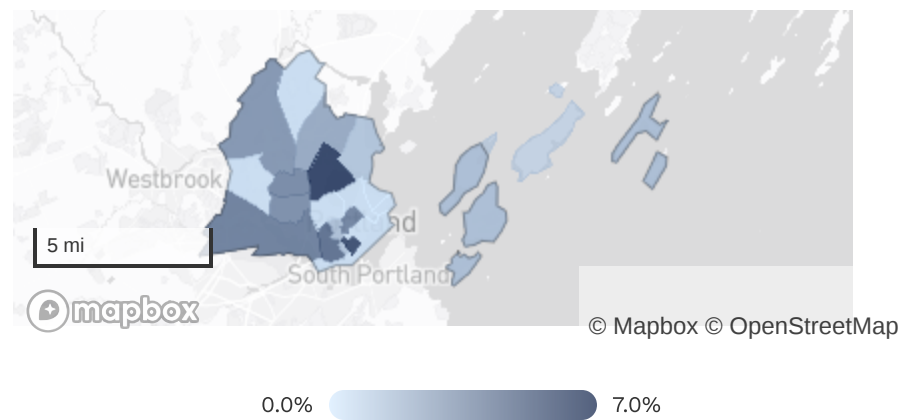
The share of vacant and available homes in Portland city decreased by 1.0%, or by 309 homes, between 2012 to 2022. This indicates that the housing market was more constrained in 2022 compared to 2012.

**Share of Homes That Are Vacant and Available Over Time
(2012-2022)**



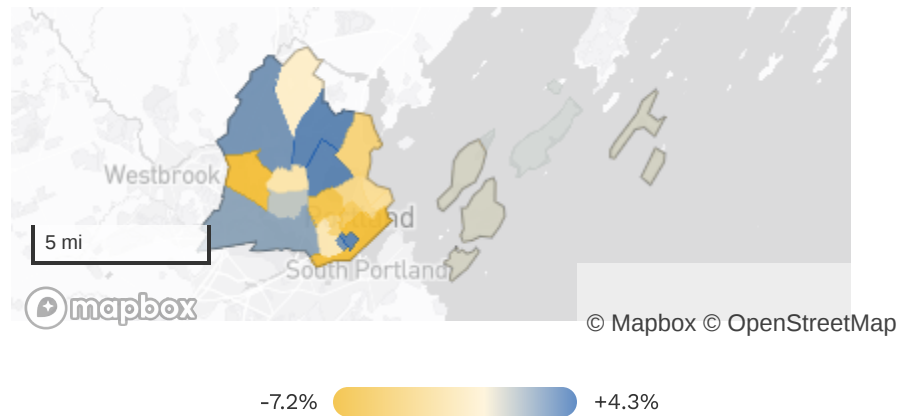
Source: American Community Survey (ACS), US Census Bureau

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)

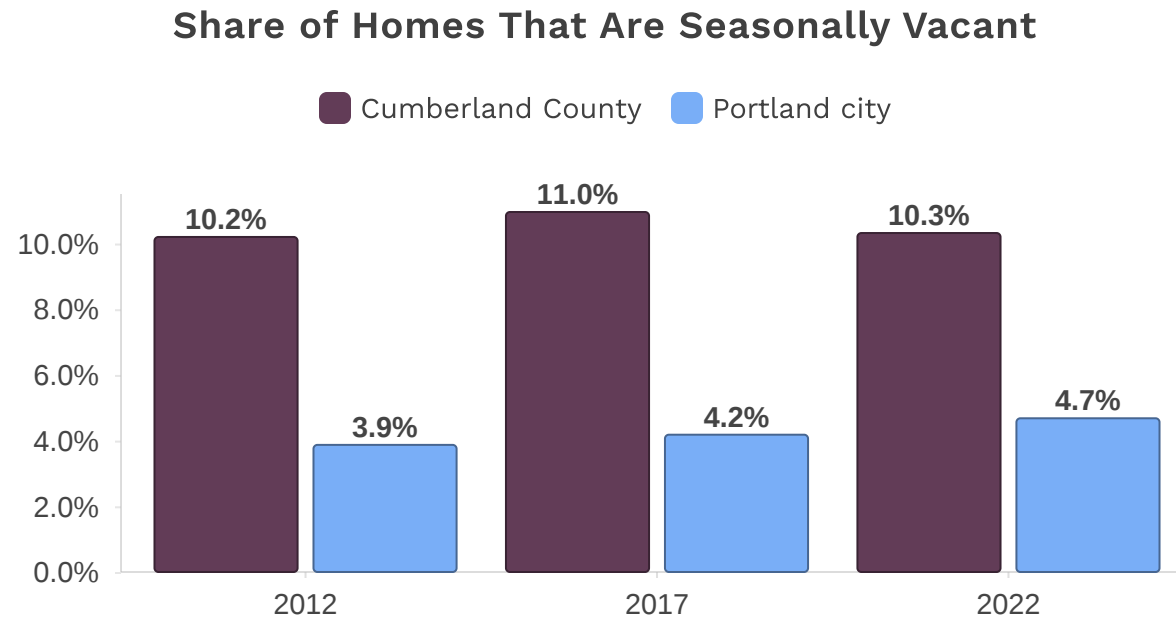


Where shown, pre-2020 tract-level data has been mapped onto 2020 vintage census tracts using a tract-to-tract crosswalk.

Source: American Community Survey (ACS), US Census Bureau

Seasonal Vacancies

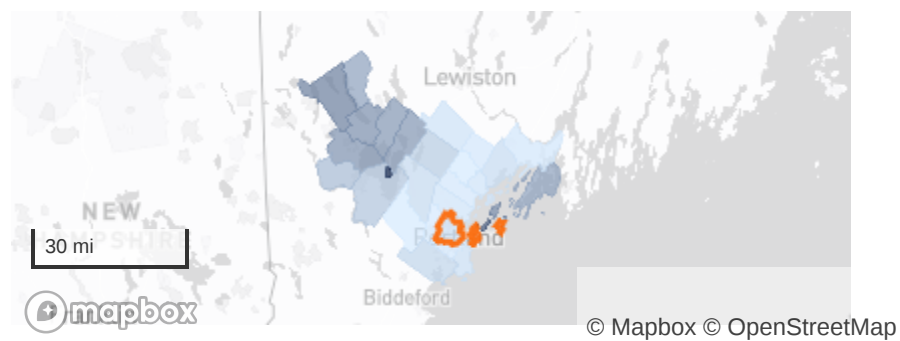
Housing that is seasonally vacant can make up a substantial part of some markets, particularly in vacation destinations. In Portland city, 4.7% of all homes in 2022 were seasonally vacant—that is, they were reported as being vacant for seasonal, recreational, or occasional use, or for migrant workers. 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."

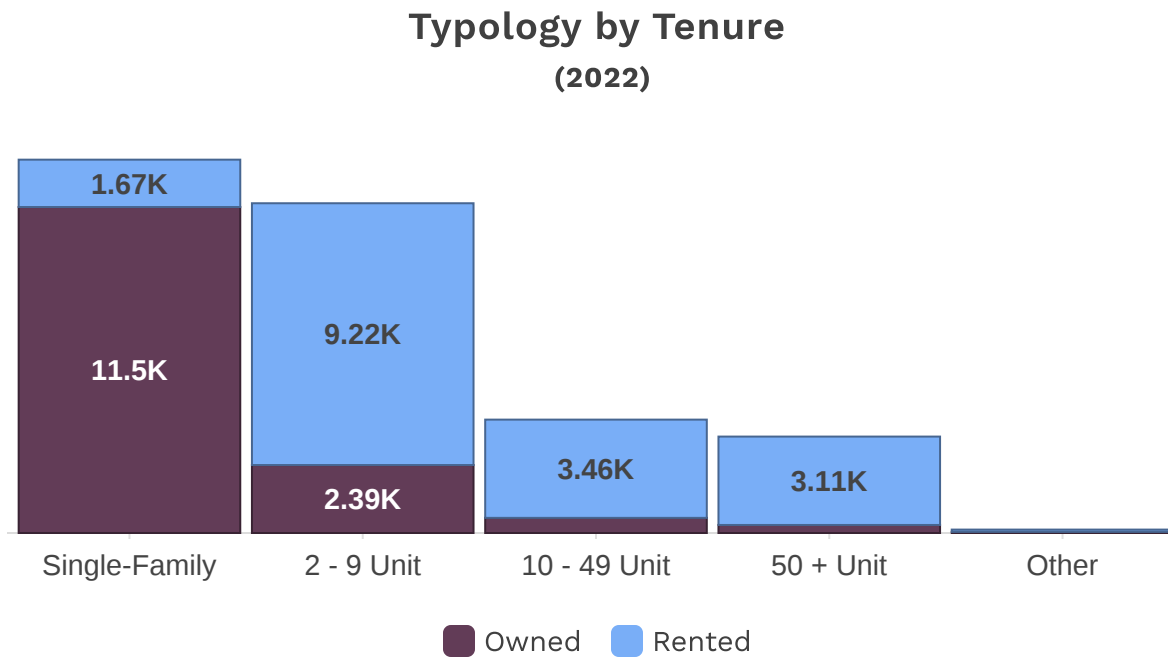
Regional Comparison of the Seasonal Vacancy Rate (2022)



Source: American Community Survey (ACS), US Census Bureau

Typology by Tenure

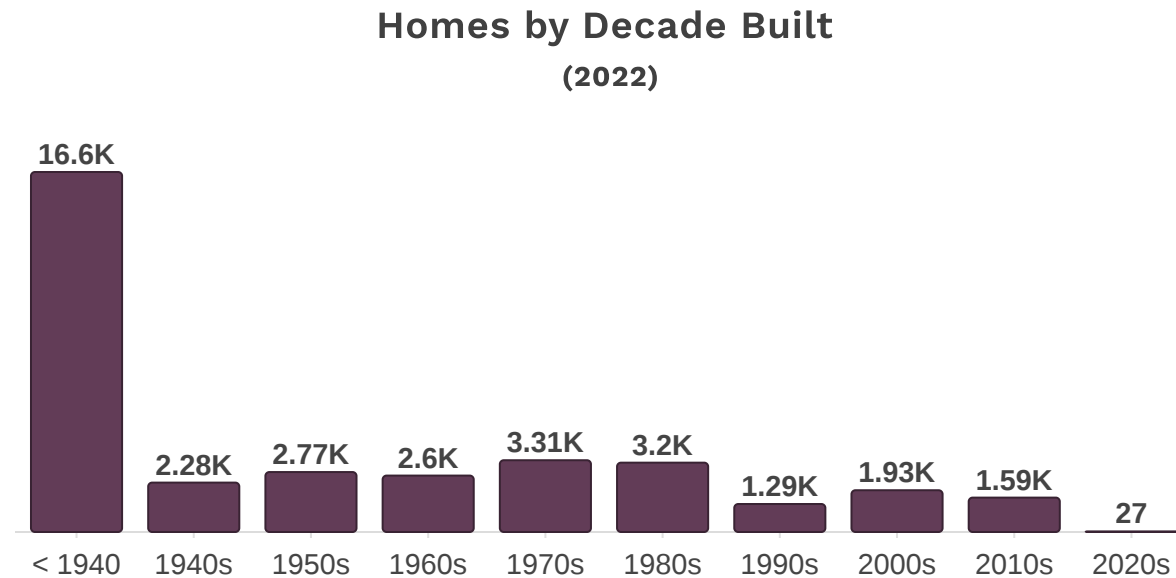
In 2022, 1,667 single family homes in Portland city were occupied by renters. For homes occupied by owners, the majority were single family, with 11,474 homes.



Source: American Community Survey (ACS), US Census Bureau

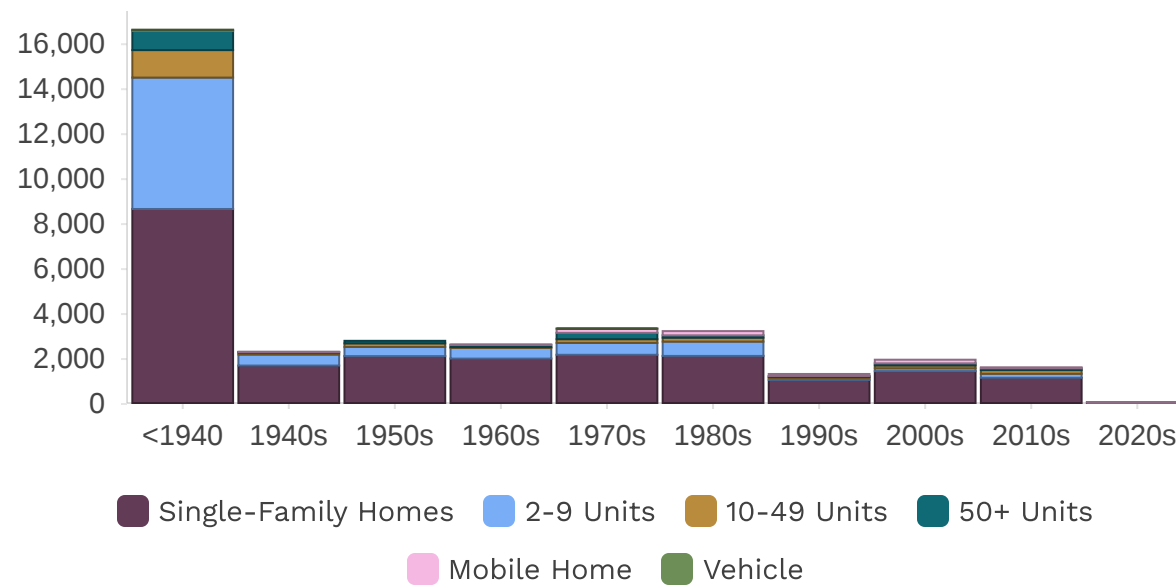
Homes by Decade Built

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)

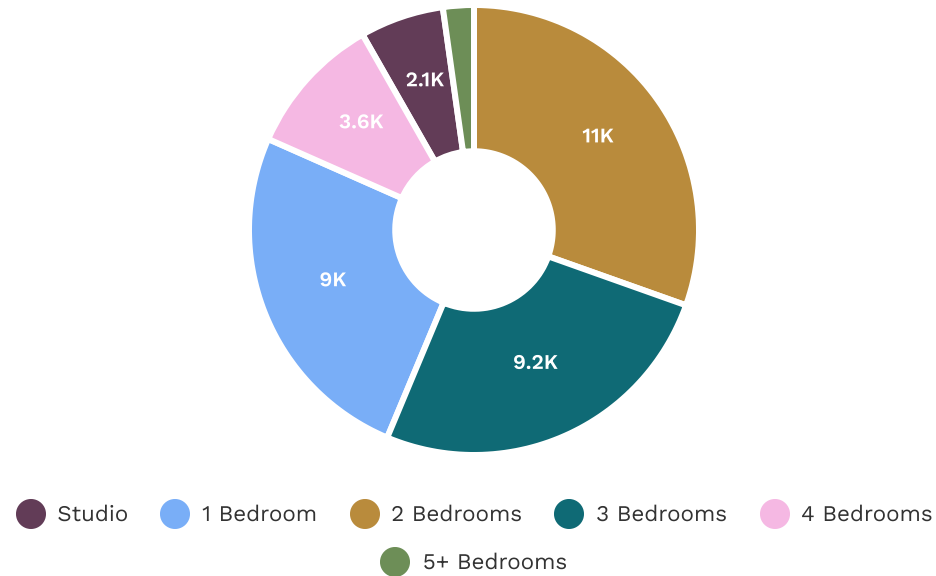


Source: Public Use Microdata Sample (PUMS), US Census Bureau

Vehicle refers to house boats, RVs, camper vans, and other homes.

Homes by Number of Bedrooms

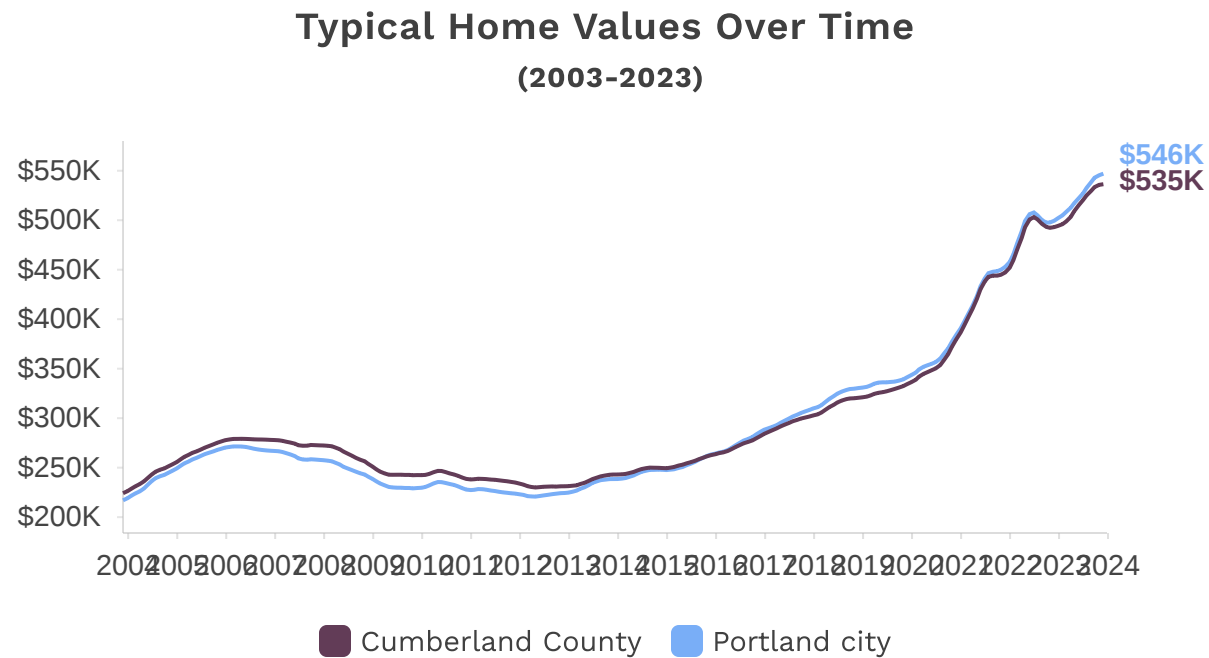
Homes by Number of Bedrooms
(2022)



Source: American Community Survey (ACS), US Census Bureau

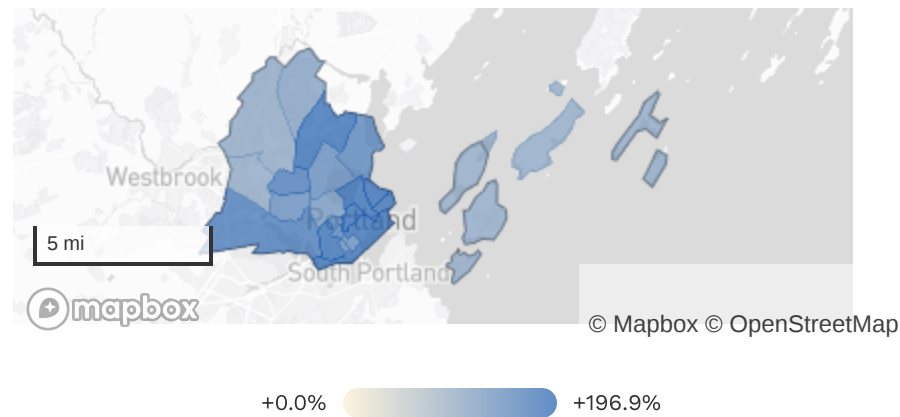
Home Values

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)

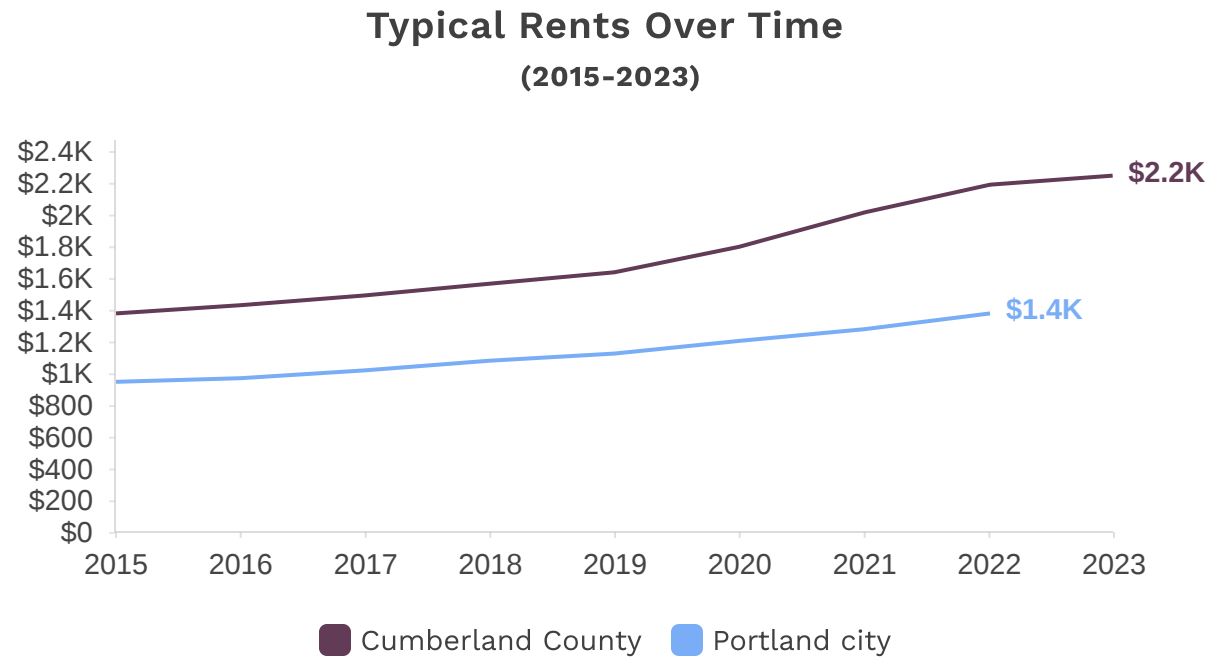


Where shown, pre-2020 tract-level data has been mapped onto 2020 vintage census tracts using a tract-to-tract crosswalk, using the number of owner-occupied homes as weights. Dollar values are nominal.

Source: American Community Survey (ACS), US Census Bureau

Rents

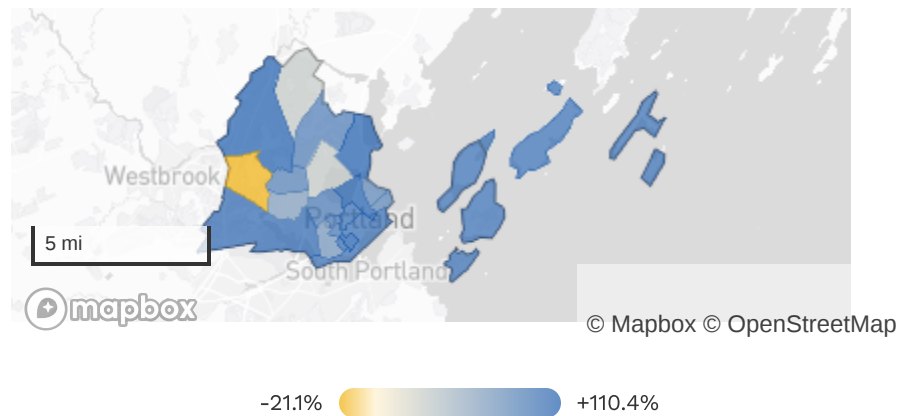
According to the ACS, the median gross rent in Portland city was \$1,377 in 2023. Rent increased by \$431 (45.6%) from 2015 to 2023.



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](#).

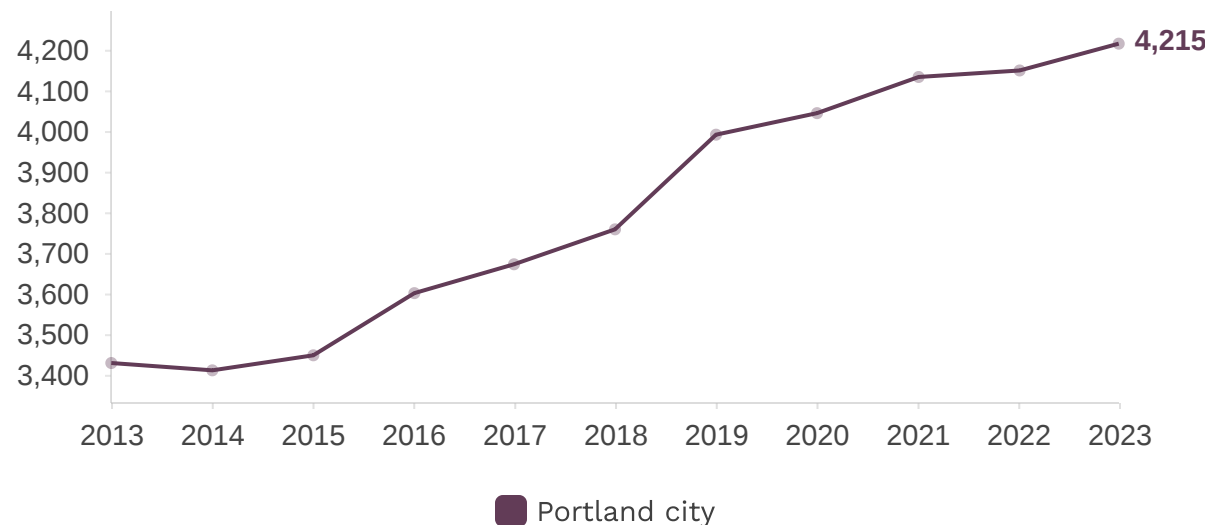
Source: US Department of Housing and Urban Development (HUD)

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%.

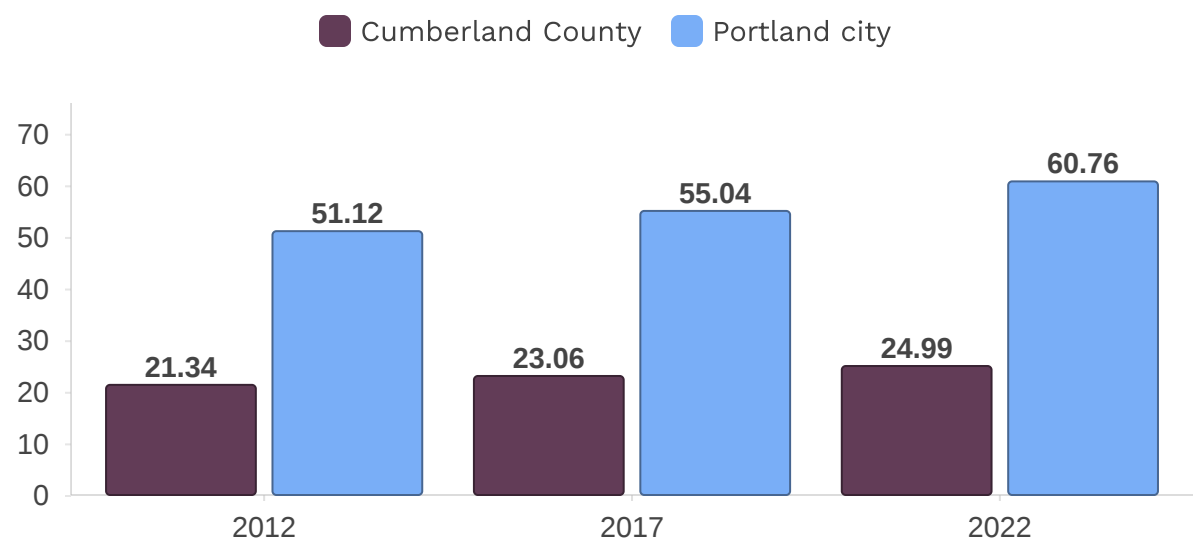
**Total Supply of Deed-Restricted Affordable Homes by Year
(2013-2023)**



Source: National Housing Preservation Database (NHPD)

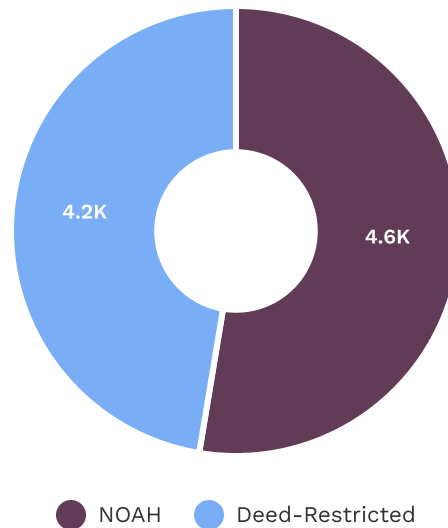
Note: Data reflect the total number of deed-restricted homes in each year with active or inconclusive subsidies based on the earliest start date and latest end date of each property's subsidies.

Deed-Restricted Affordable Homes per 1,000 Population



Source: National Housing Preservation Database (NHPD) and American Community Survey (ACS), US Census Bureau

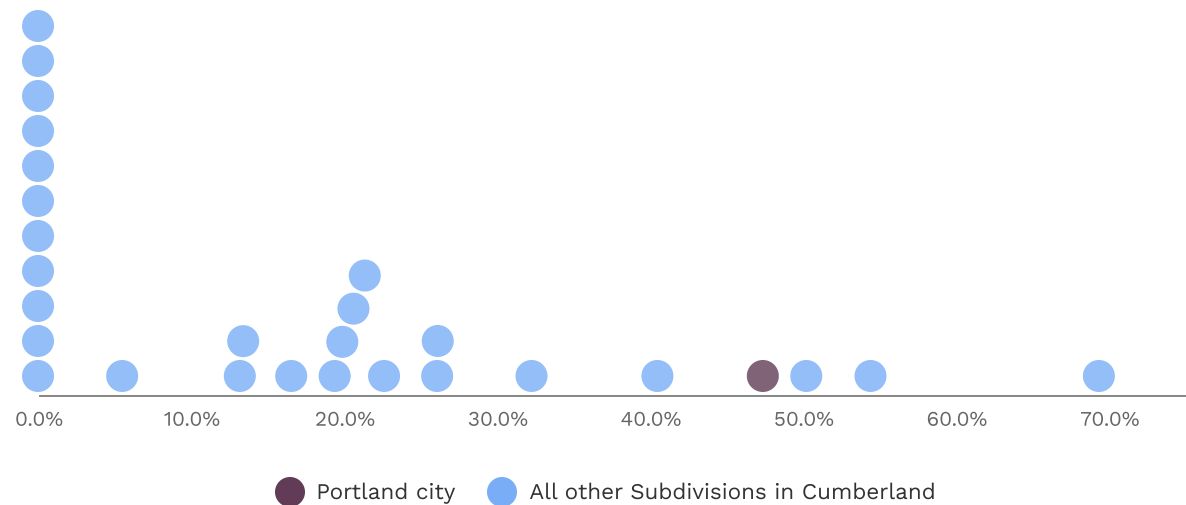
Rental Homes Affordable Under 60% AMI by Deed Restriction Status (2022)



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).

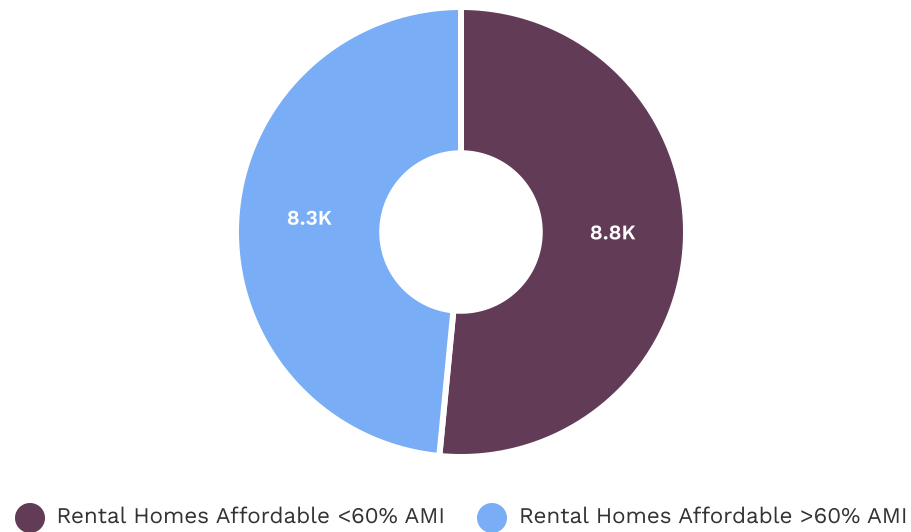
Share of Rental Homes Affordable <60% AMI That Are Deed-Restricted (2022)



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)

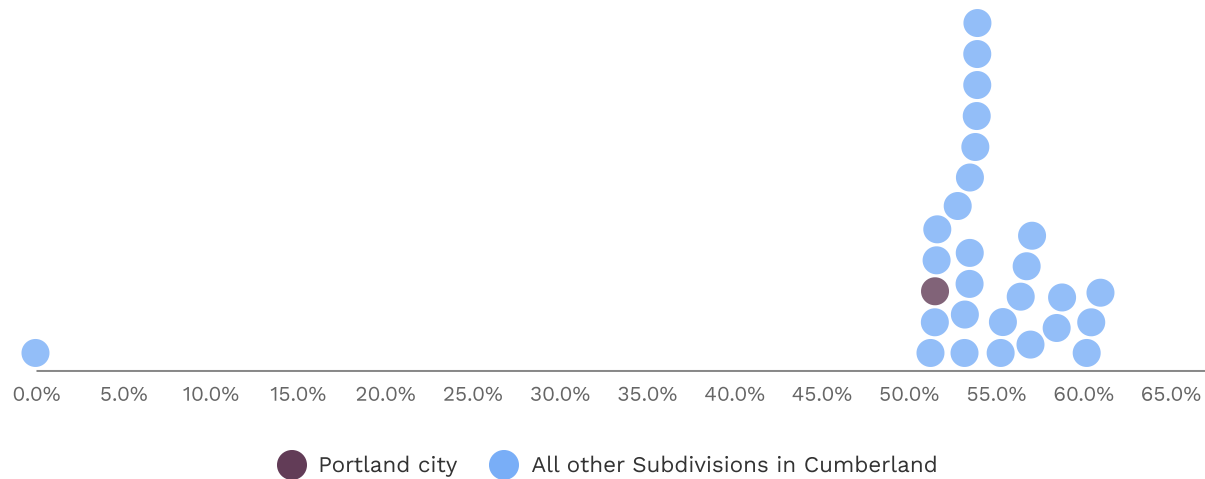


All rental homes includes all deed-restricted and unrestricted rental homes in the market.

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)**

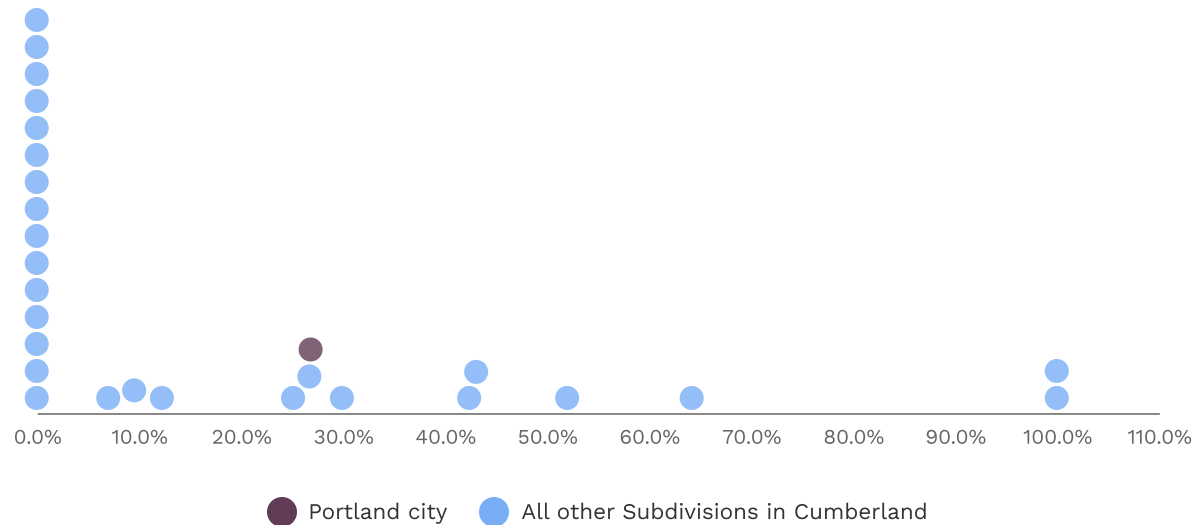


Source: HR&A analysis calculated using data from the American Community Survey (ACS); Public Use Microdata Sample (PUMS); and National Housing Preservation Database (NHPD).

Affordable Housing in Areas of Opportunity

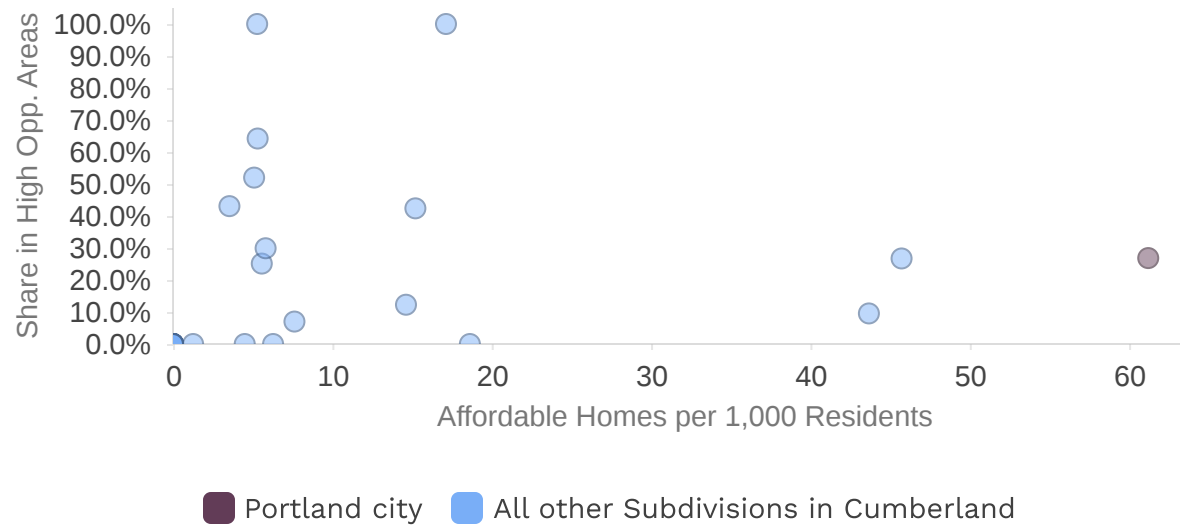
In 2022, 26.9% of the deed-restricted affordable housing stock in Portland city was located in high opportunity areas, which are defined here as properties in census tracts that had a higher median income than Portland city overall.

**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...
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...

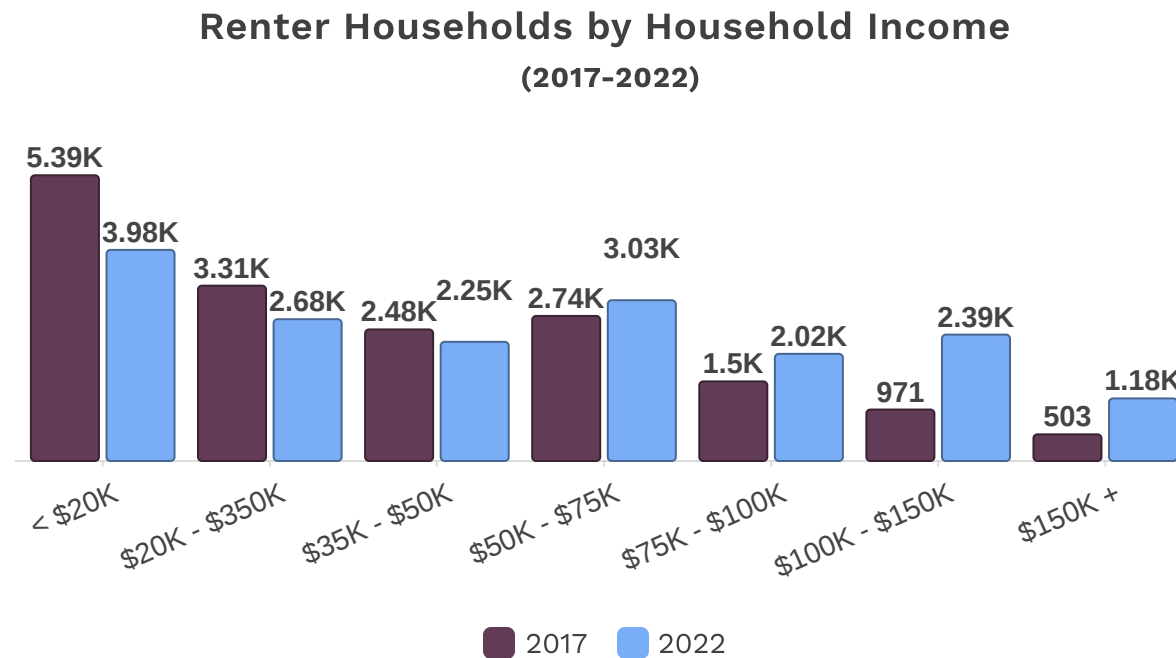
Source: US Department of Housing and Urban Development (HUD)

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)

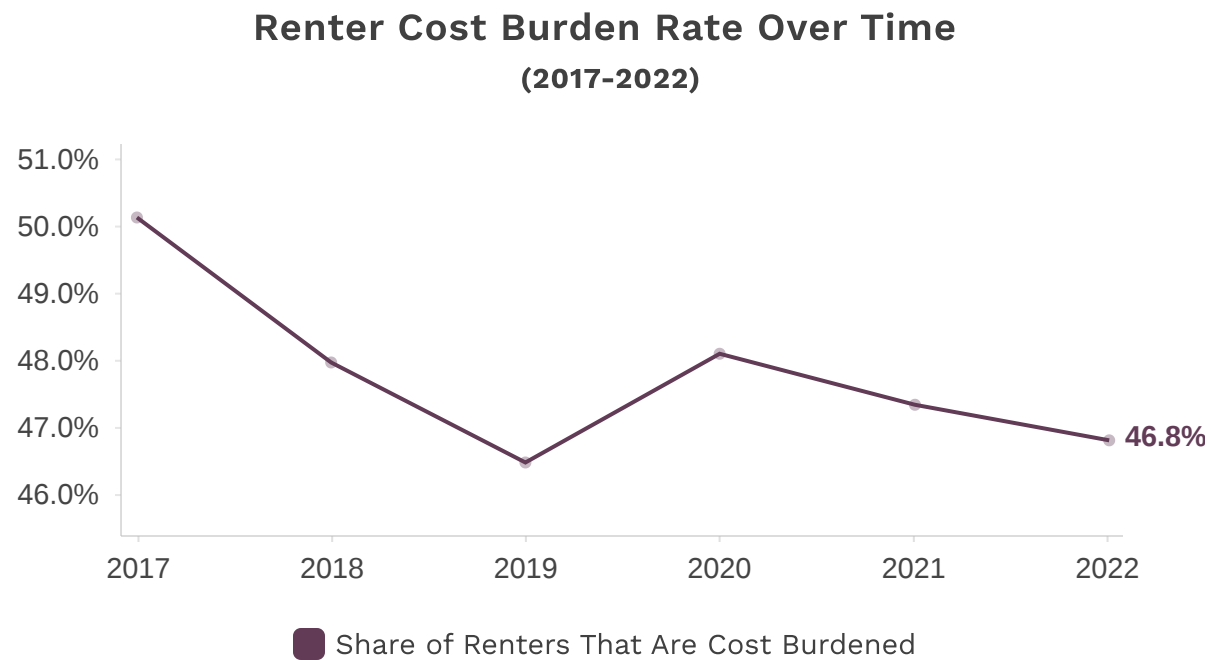
Renter Households by AMI and Income



Source: American Community Survey (ACS), US Census Bureau

Dollar values are nominal.

Renter Cost Burden

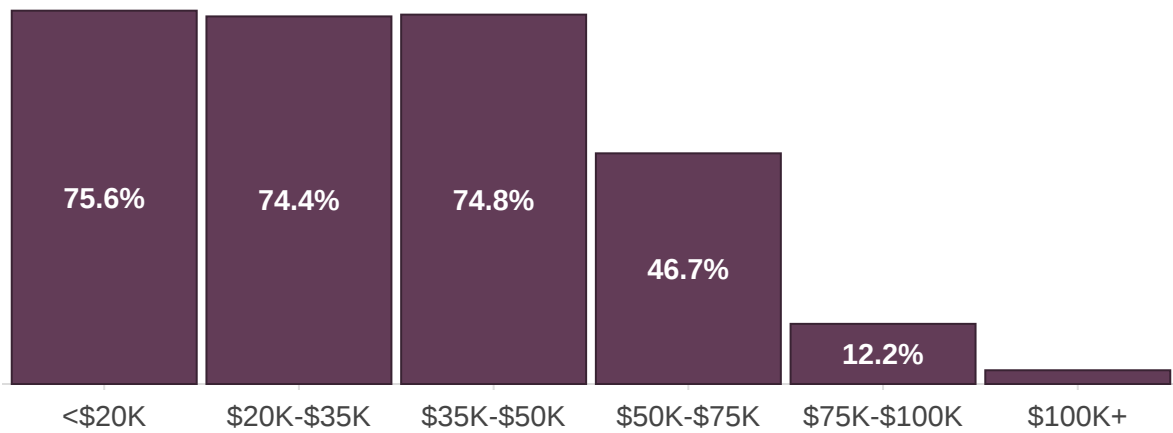


Source: American Community Survey (ACS), US Census Bureau

Renter Cost Burden by Income

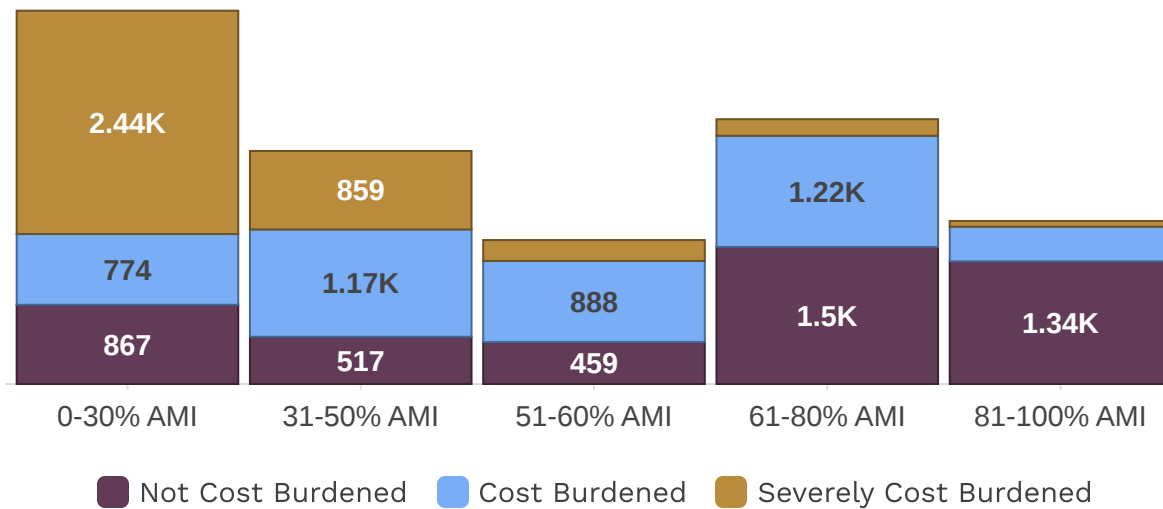
In 2022, 27.4% of renters in Portland city spent 30-50% of their income on housing (cost burdened), while 22.1% of renters spent more than 50% of their income on housing (severely cost burdened), for a total of 49.5% of all renters.

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.

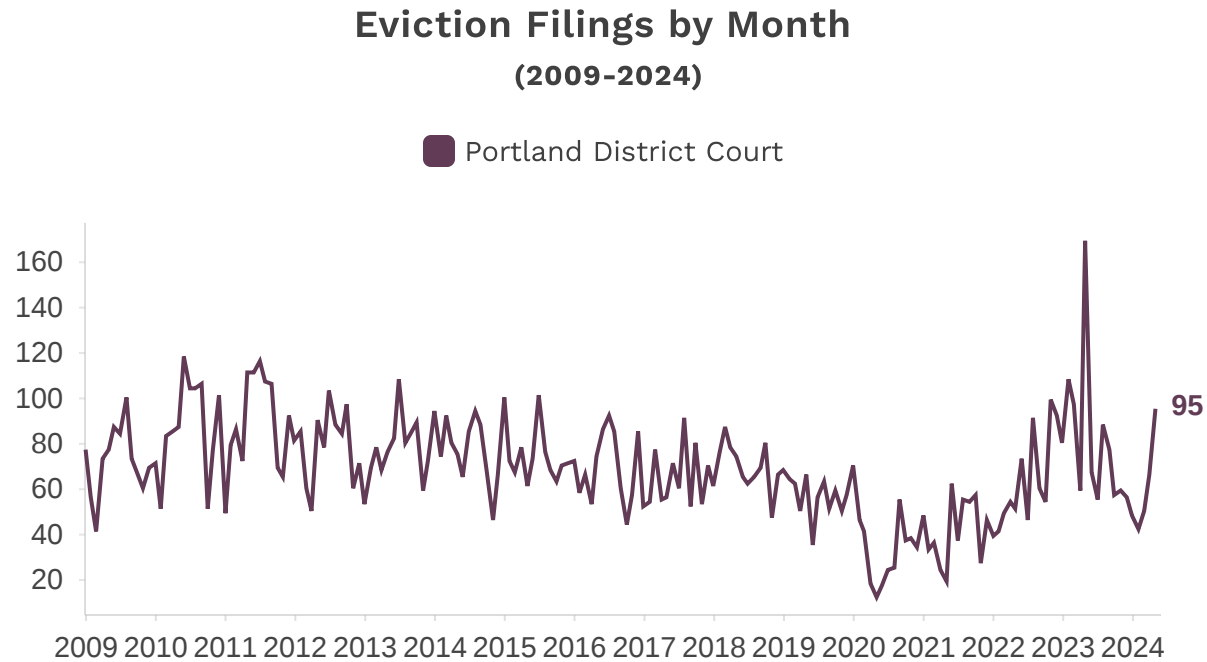
Renter Cost Burden Rates by Cohort (2022)

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.



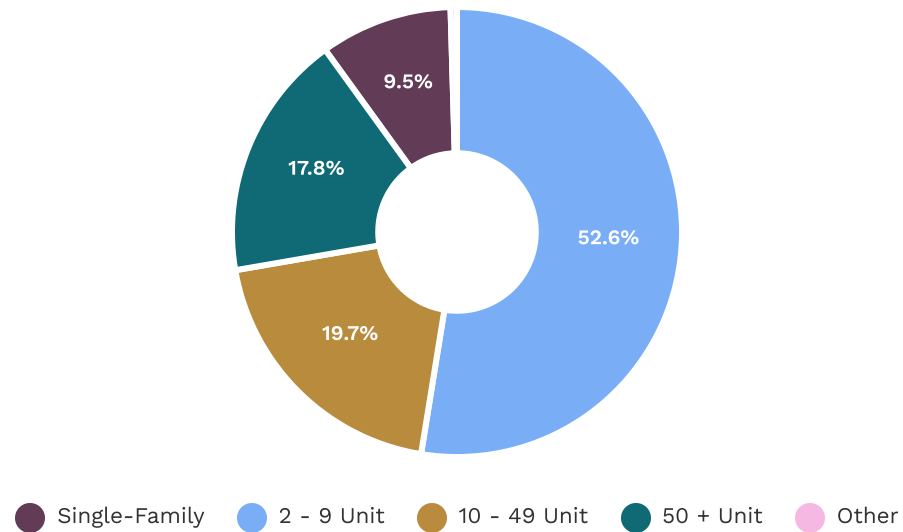
Source: State of Maine Judicial Branch

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.

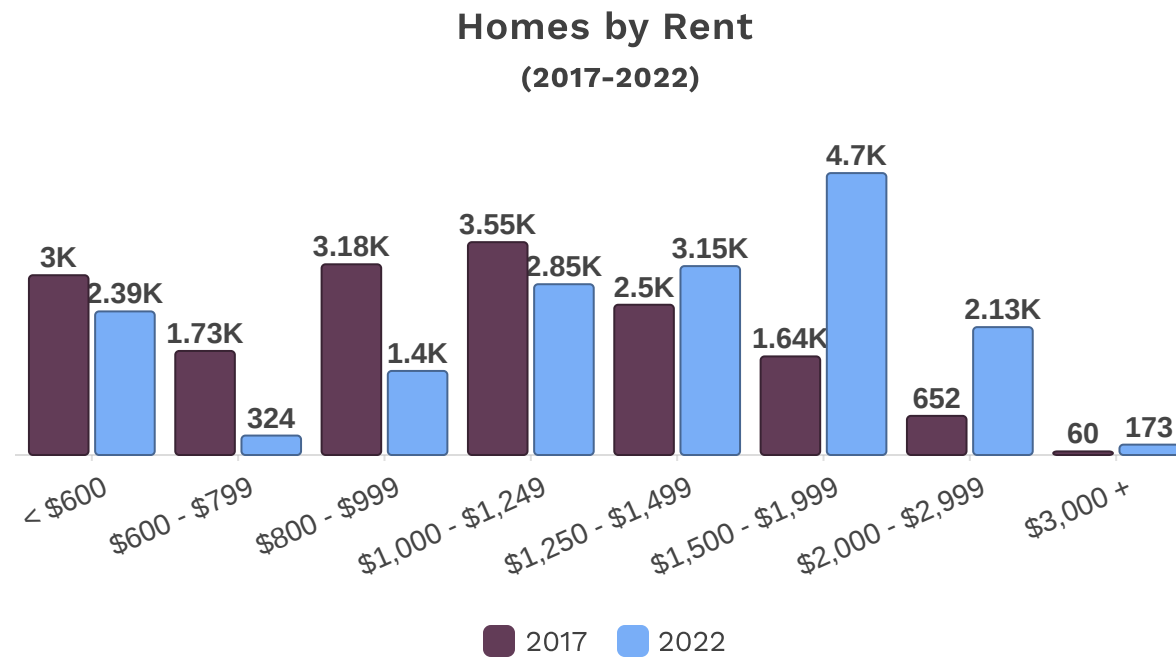
Rented Homes by Building Typology
(2022)



Source: American Community Survey (ACS), US Census Bureau

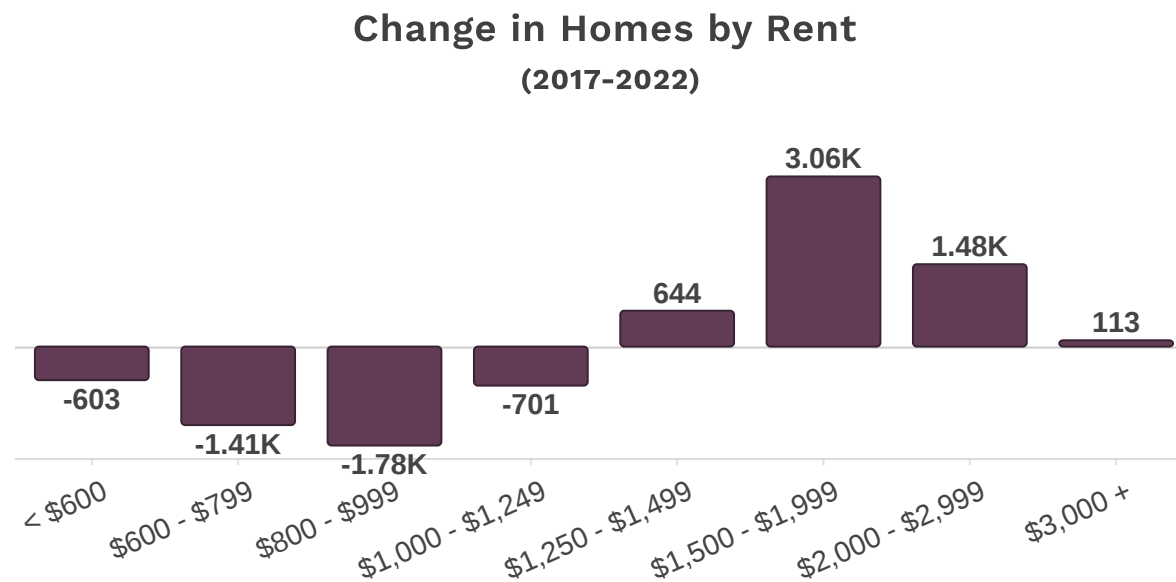
Homes by Rent

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

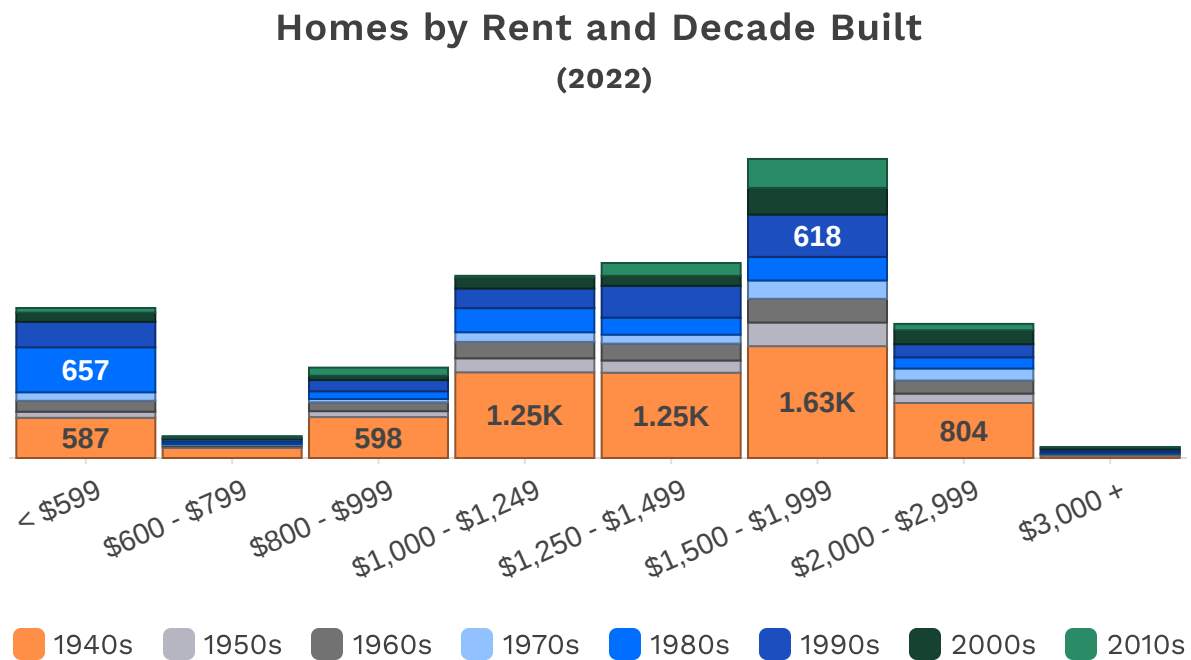
Dollar values are nominal.



Source: American Community Survey (ACS), US Census Bureau

Dollar values are nominal.

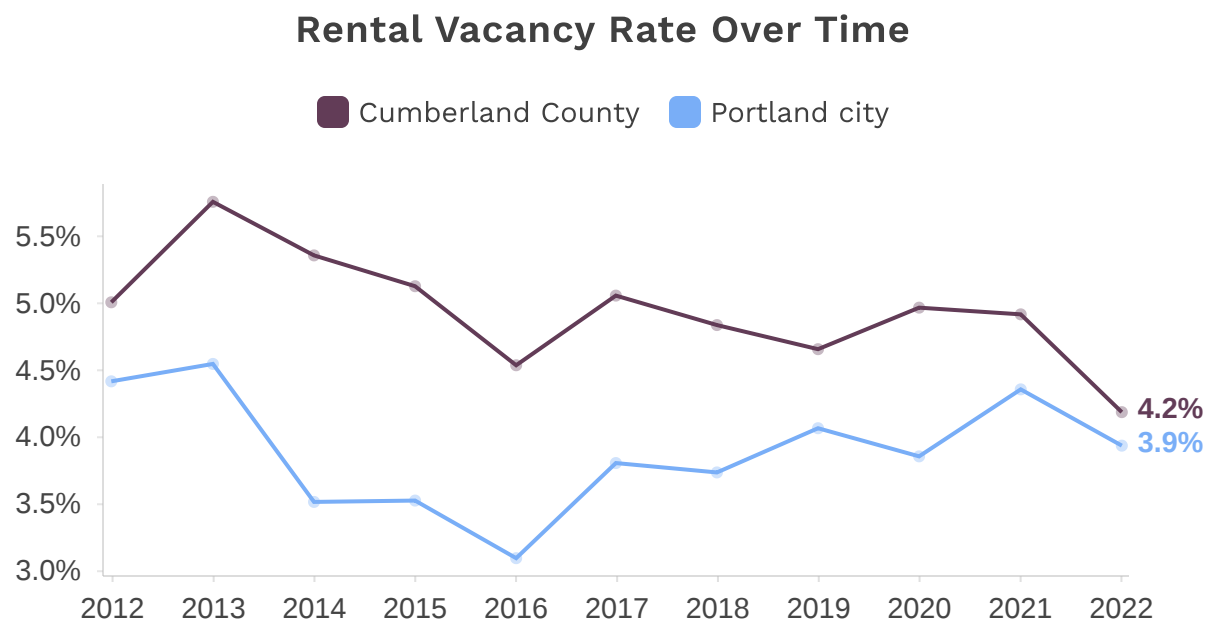
Homes by Rent and Decade Built



Source: Public Use Microdata Sample (PUMS), US Census Bureau

Rental Vacancy Rate

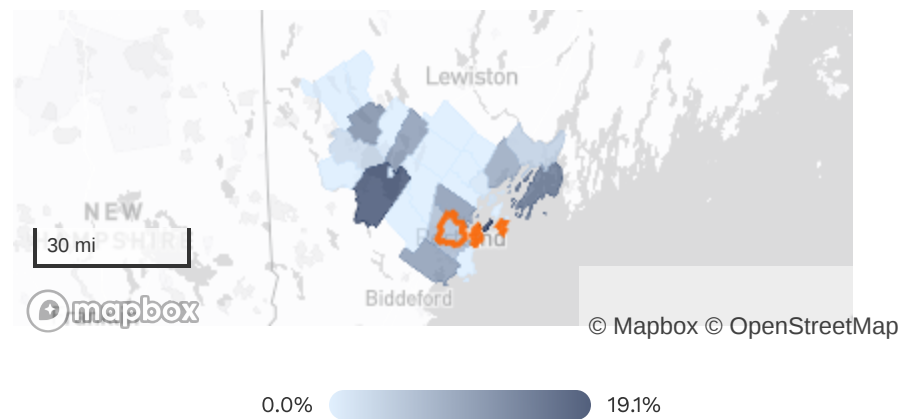
The rental vacancy rate measures the share of all rental housing that is vacant for rent and indicates the availability of rental housing for someone moving homes or moving into the community. In 2022, 3.9% of all rental homes in Portland city were vacant for rent. This reflects a tightening in the rental 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

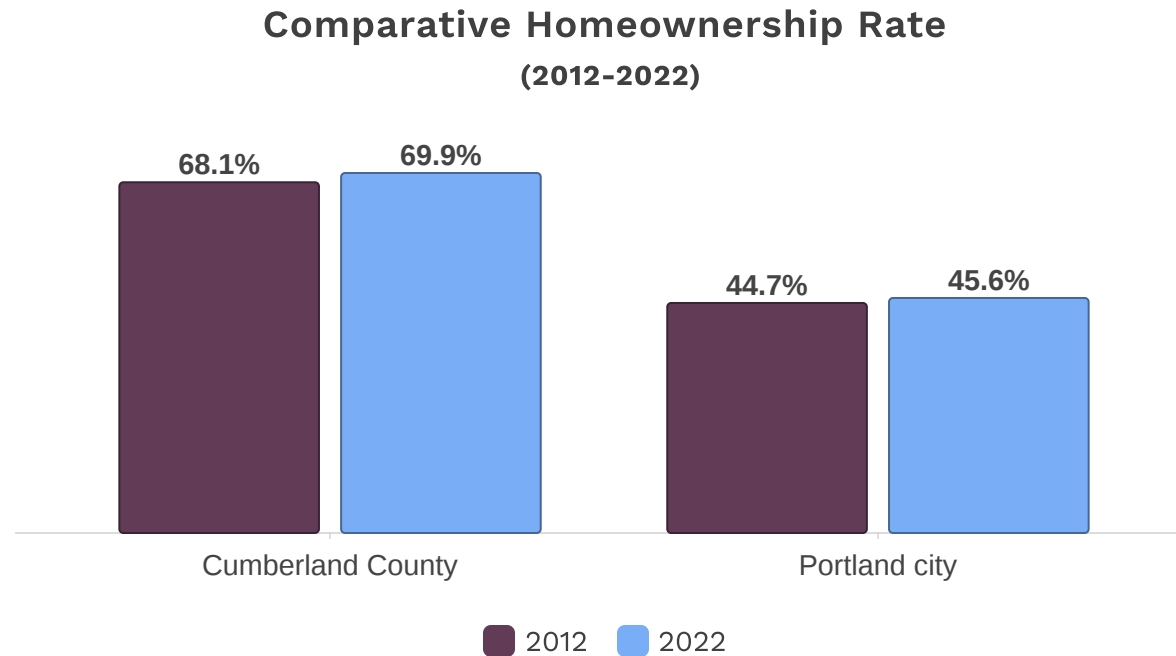
Portland city

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.

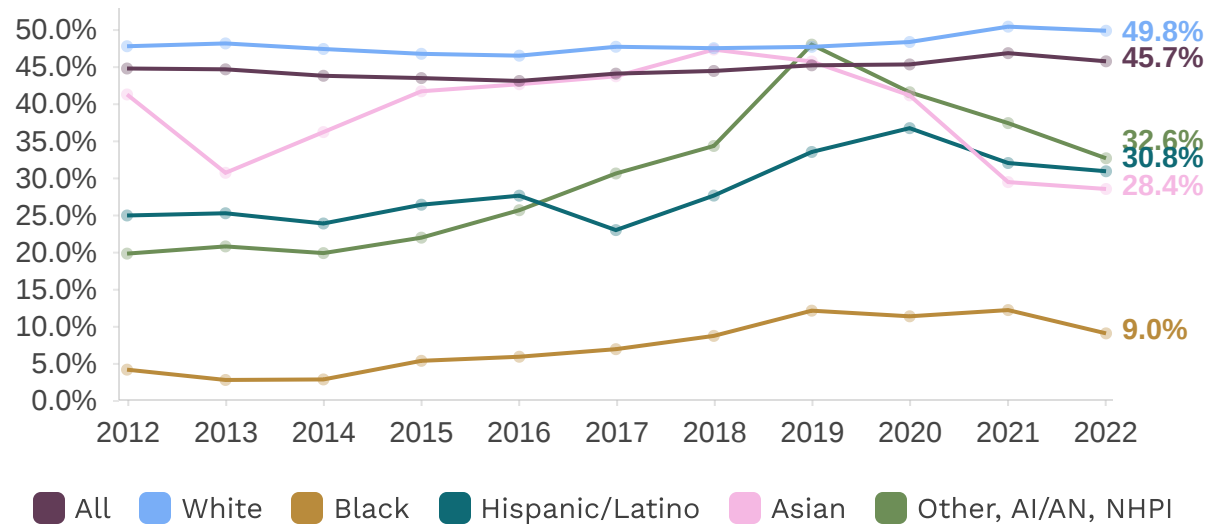
Homeownership Rate

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)

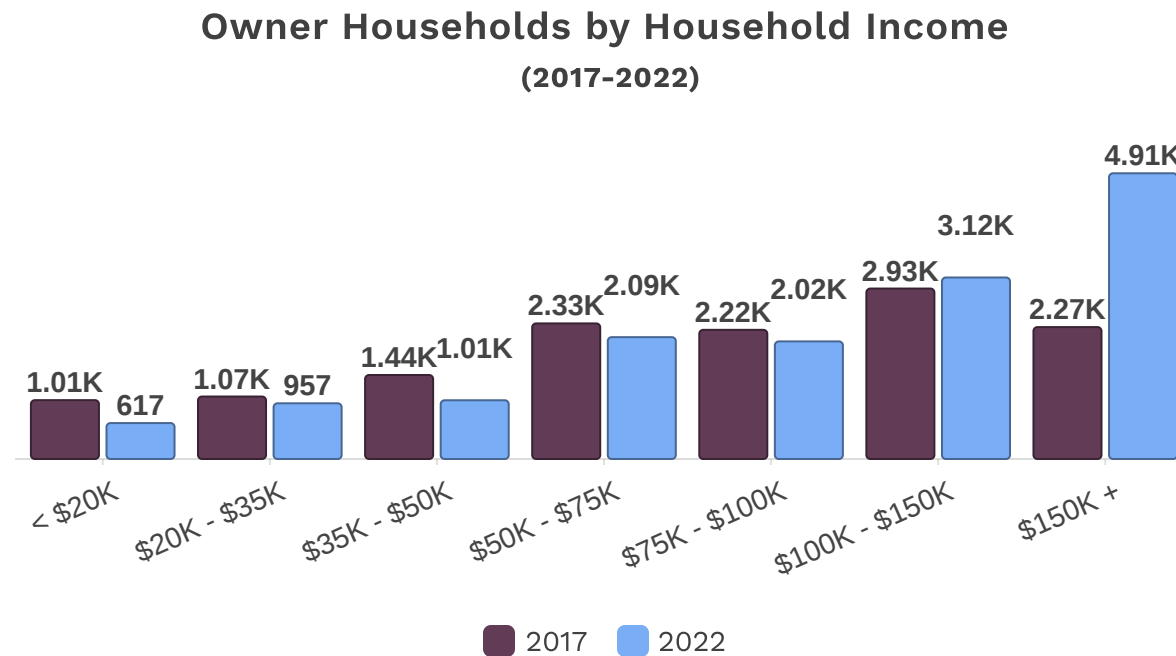


Source: American Community Survey (ACS), US Census Bureau

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

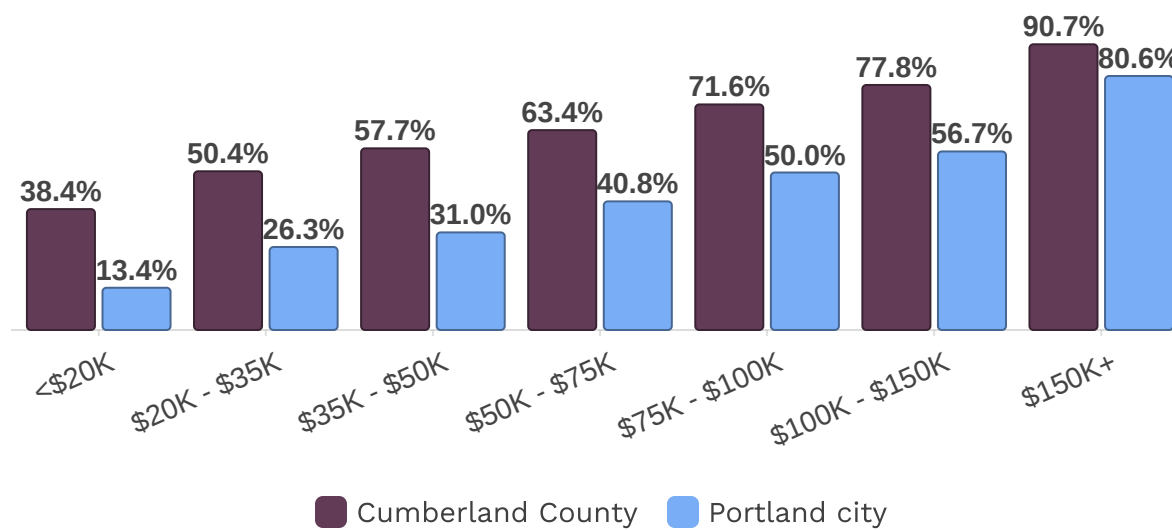
Households making more than \$150K had the highest rates of homeownership in Portland city in 2022 at 33.3%. For households making \$35K - 50K, the homeownership rate was 6.8% and has decreased from 12.6% in 2012.



Source: American Community Survey (ACS), US Census Bureau

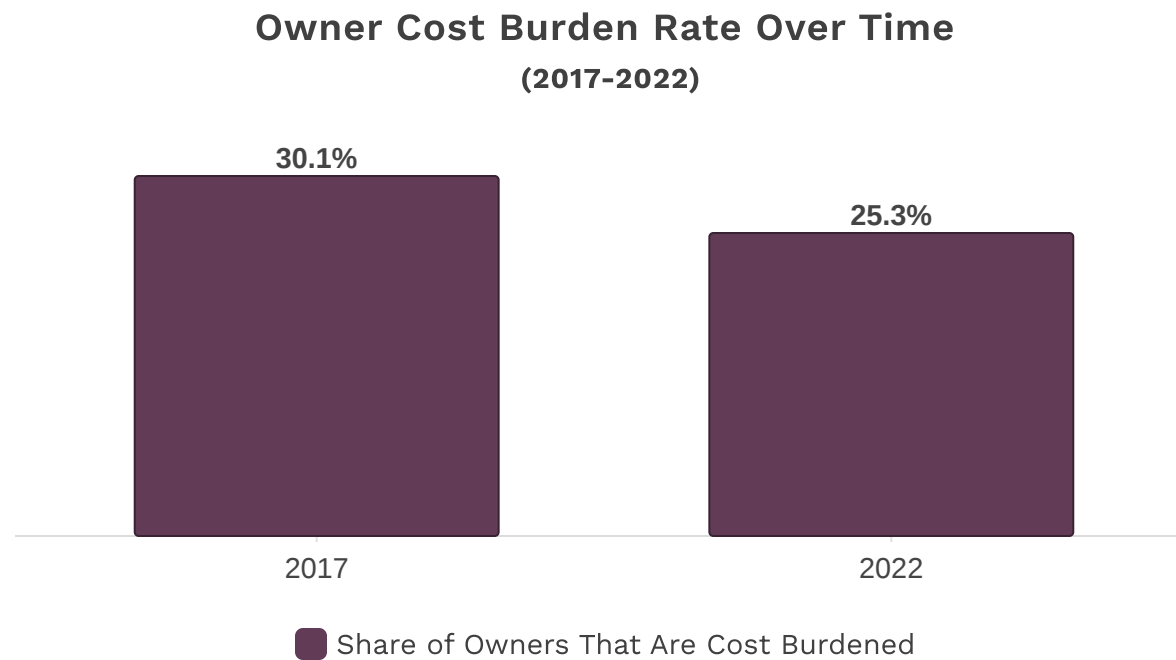
Dollar values are nominal.

Comparative Homeownership Rate by Household Income (2022)



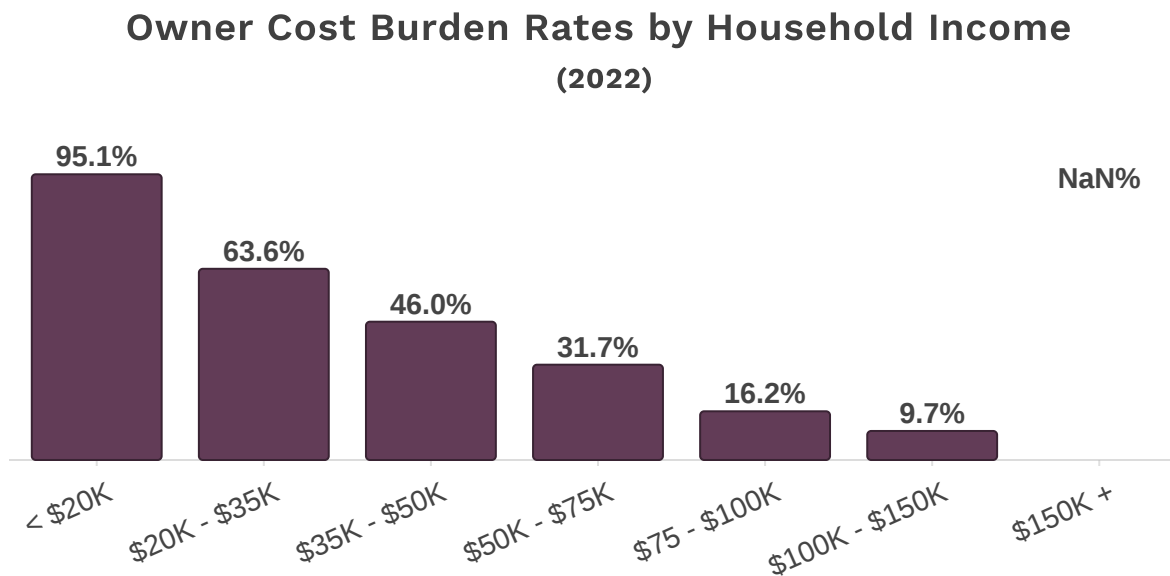
Source: American Community Survey (ACS), US Census Bureau

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)

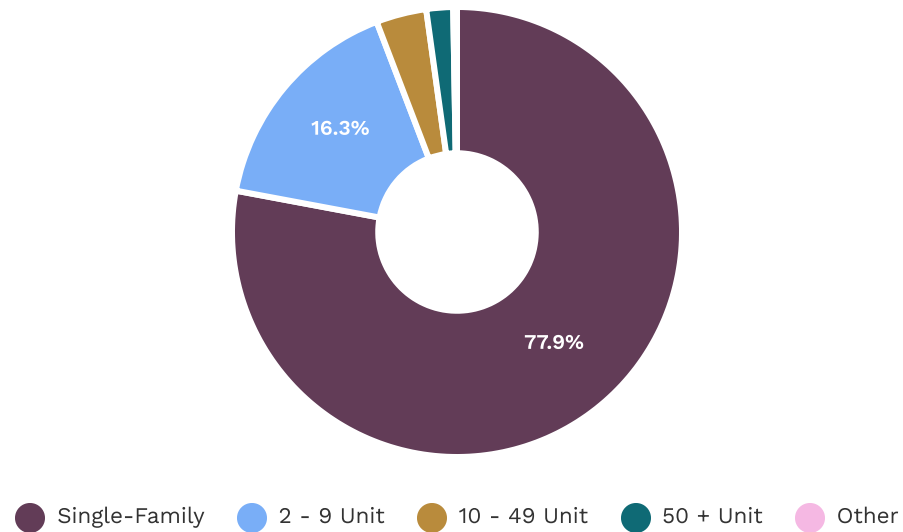
Cohort	Portland city ▲
Households with Children	17.3%
White Households	21.6%
All Owner Households	25.3%
Households of Other Races	26.3%
Hispanic/Latino Households	26.8%
Senior Households	27.8%
Black Households	35.8%
Asian Households	37.3%
Single-Parent Households	56.5%

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.

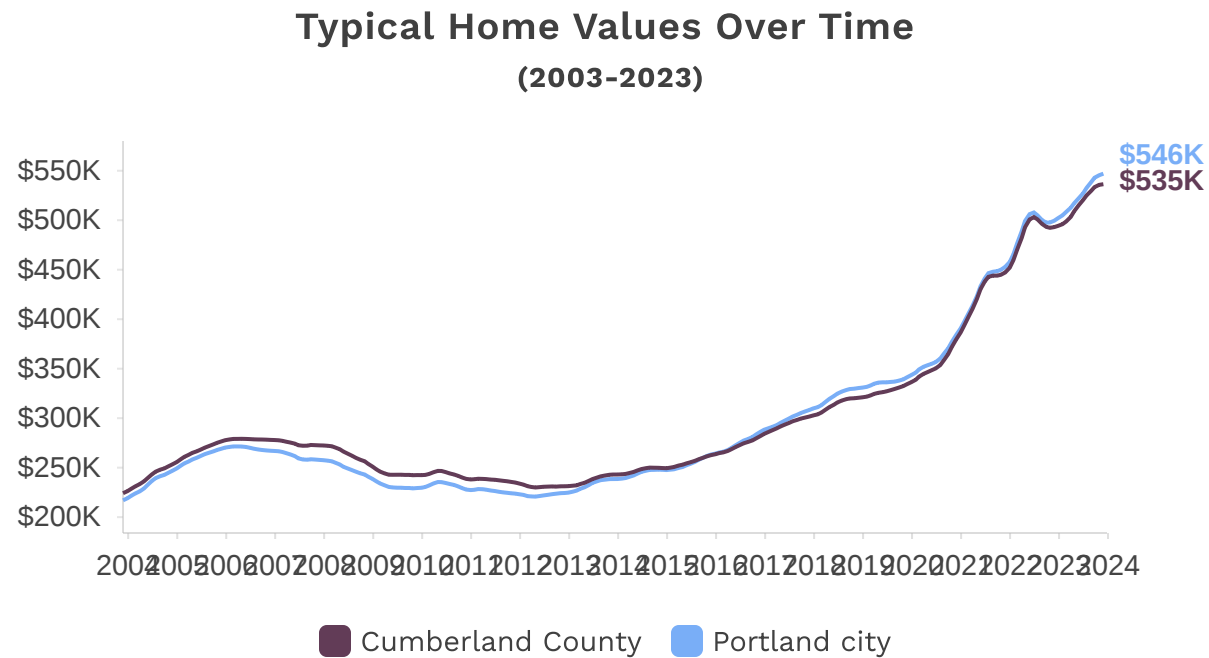
Owned Homes by Building Typology
(2022)



Source: American Community Survey (ACS), US Census Bureau

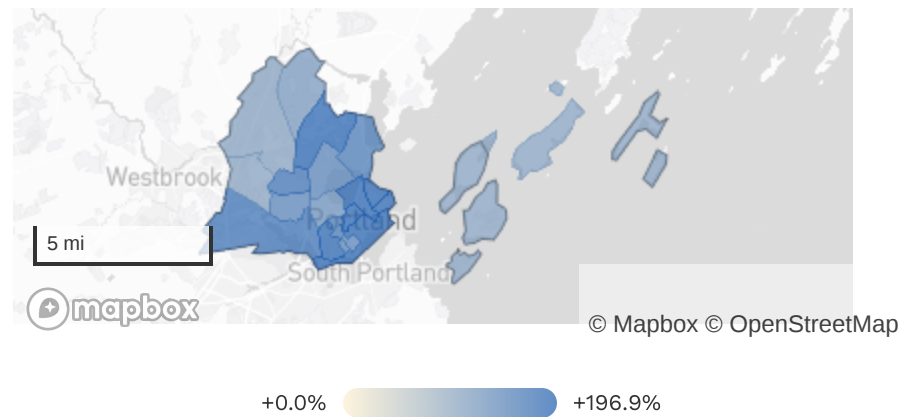
Home Values

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)



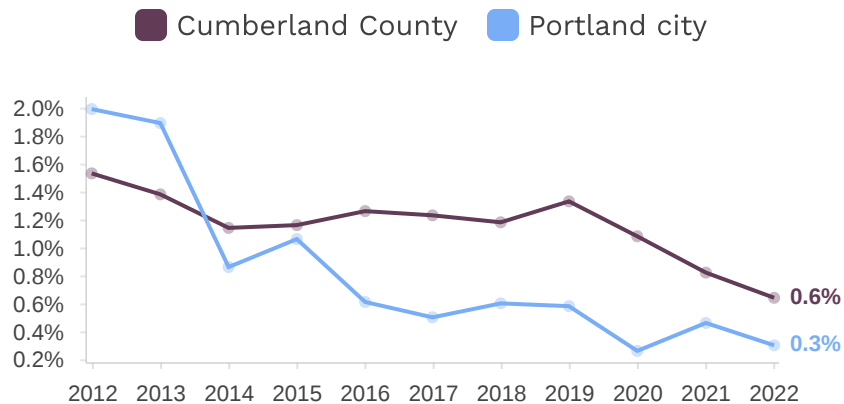
Where shown, pre-2020 tract-level data has been mapped onto 2020 vintage census tracts using a tract-to-tract crosswalk, using the number of owner-occupied homes as weights. Dollar values are nominal.

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%.

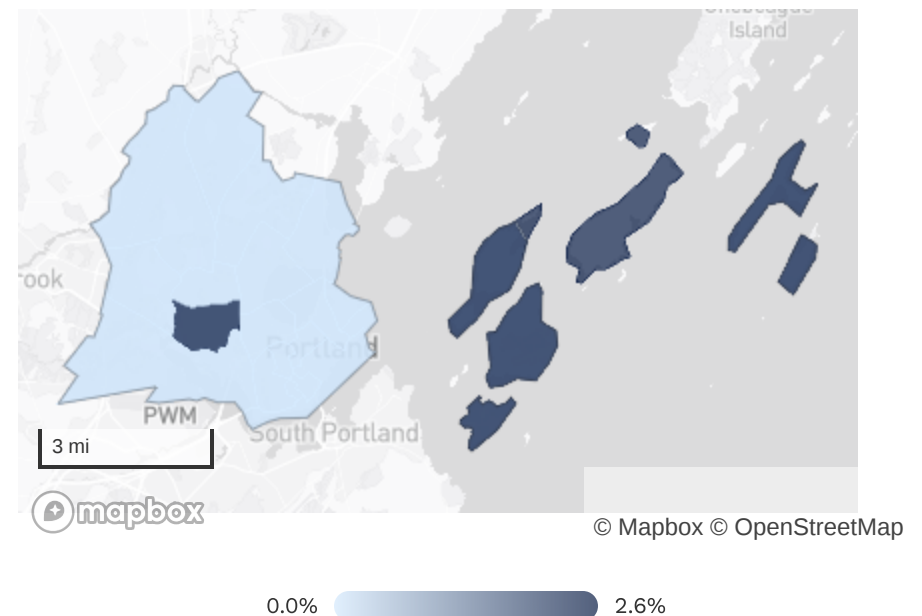
Homeowner Vacancy Rate Over Time



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



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.

Analysis of Proposed Minimum Wage Increases for the City of Portland, 2026-2029

James Myall, Senior Policy Analyst | July 14, 2025 | *Revised August 11, 2025*

Dear Mayor Dion and Councilors,

Please find below analysis from the Maine Center for Economic Policy on the impact of the proposed change to the city's minimum wage ordinance which would increase the city's minimum wage to \$20 per hour by 2029. 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.

If you have any questions, please do not hesitate to reach out. I can be reached at jmyall@mecep.org

Feasibility

Among economists, the impact of a minimum wage on the local economy can commonly be predicted 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. In other words, whether a proposed minimum wage will be "too high" depends on how close it is to the typical current full time hourly wage in the city. 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 \$29.50 per hour. The current minimum wage of \$15.50 per hour is equivalent to 53% of that. By 2029, MECEP projects the median hourly wage for a full-time, year-round employee in Portland will have risen to \$32.30 per hour. The proposed new minimum wage of \$20 per hour would be 62% of that.

This is generally considered an appropriate level at which to set a minimum wage. Most economists agree that a minimum wage at less than 60% of the median wage will produce no significant job losses, and some studies of city-level minimum wages have found that there may be no ill effects when the minimum wage is as high as 80% of the median wage.¹

Summary of impacts

Of the approximately 73,000 non-federal employees working in Portland, just under one quarter (17,000, or 23%) would be directly or impacted by the proposed initiative by 2029. These workers will see an average increase to their annual income of just under \$2,600 a year, for a total increase in wages of \$43 million per year.

MECEP's analysis includes three groups of impacted workers:

- Workers in traditionally tipped occupations, who would see their base pay increase to \$10 per hour by 2029, from the projected \$8.45 per hour under current law. All tipped workers are assumed to receive a base wage increase of \$1.55 per hour.
- Workers earning at or below the new minimum wage are considered *directly impacted* workers. Nearly all of these receive a wage increase equal to the difference between the new minimum wage and the projected minimum wage under current law (\$3.10 per hour).
- Workers earning just above the new minimum wage (up to \$23 an hour in 2029) are considered *indirectly impacted* workers. These workers receive a smaller increase in their wages to keep their positions competitive with the new minimum wage.

MECEP's estimate of 17,000 impacted workers includes 2,000 tipped workers, 9,000 other directly-impacted workers, and 5,700 indirectly-impacted workers.

Minimum wage increases typically help boost incomes for the most vulnerable and underpaid members of the workforce, which is reflected in the demographic groups of workers who benefit the most:

- 26% of women will benefit from the higher minimum wage, compared to 20% of men
- 28% of workers of color will benefit from the higher minimum wage, compared to 22% of white, non-Hispanic workers. Research from other contexts suggests Black and Latino workers will be particularly impacted.
- 42% of workers under the age of 25, and 24% of workers over the age of 65 will benefit, compared to 15% of those aged between 45 and 54
- 32% of workers with only a high school qualification will see a wage increase, compared to 16% with a bachelor's degree and 7% with a graduate degree

There is often considerable overlap between these marginalized groups of workers and industries with lower paying jobs. The industries most impacted will be:

- Accommodation and food services, where 51% of workers will see a raise
- Arts and entertainment services, where 25% of workers will see a raise
- Administrative and support services, where 31% of workers will see a raise
- Retail, where 37% of workers will see a raise

An analysis of occupational impacts across industries further shows impacts among particular occupational sectors in multiple industries, including:

- 44% of cleaning and landscaping staff
- 43% of personal service workers
- 35% of health care support workers (aides, assistants, and orderlies)

Ali amendment

Councilor Ali has introduced an amendment which would only apply the proposed minimum wage increase to employers with at least 50 employees. MECEP does not recommend a tiered minimum wage system by size of employer. Firstly, vulnerable workers deserve a livable wage regardless of the size of their employer. Secondly, employer size is a poor predictor of the organization's financial capacity. Thirdly, the proposed tiering system would exclude a large number of workers from the new minimum wage.

MECEP was unable to find employment data by size of employer for the city of Portland, but in Cumberland County as a whole, **50%** of private sector workers are employed by employers with fewer than 50 employees.

Some of the industry sectors with the most minimum wage employees (such as hospitality and retail) also have a large number of employees in small businesses. As a result, the Ali amendment would reduce the number of impacted workers seeing a raise from 17,000 to an estimated 6,600, a **reduction of more than 60%**.

Impacts on care sector

In recent years, the State has set reimbursement rates for direct care services based in part on Maine's statewide minimum wage. Since 2022, providers have been reimbursed for the labor portion of direct care costs at 125% of the state minimum wage. Since the statewide minimum wage is indexed to inflation, the state must implement an annual cost-of-living adjustment to its reimbursement rates for direct care services.

Barring action by state lawmakers, if Portland voters implemented the proposed minimum wage increase, Portland-based providers would face higher labor costs without additional state funding to cover them, which could impact their ability to serve consumers of direct care in Portland. We do not currently have an estimate of how many recipients of publicly-funded direct care services are in Portland. It should also be noted that in this year's budget, state lawmakers funded just a fraction of the cost-of-living adjustment that direct care providers were due.

A similar dynamic impacts child care providers who serve families receiving state subsidies to help afford early childhood education. Every three years, as required by the federal government, the state undertakes a market rate survey to help determine the rates at which child care providers will be reimbursed serving subsidy-enrolled households. While this survey takes into account market rates and the cost of care, they are only revised every three years and are currently set at the county, not municipal, level. Maine Center for Economic Policy strongly advocates at the state level for deeper investments in direct care and child care workers and will continue to do so.

Table 1: Selected Impacts of Increasing the Regular Minimum Wage to \$20/hour by 2029

Workforce	Number	Tipped worker	Other directly impacted	Other indirectly impacted	Total impacted
All employees	73,000	3%	12%	8%	23%
Men	36,000	1%	11%	8%	20%
Women	37,000	3%	14%	8%	26%
White, non-Hispanic	65,000	2%	12%	8%	22%
People of Color	8,100	2%	18%	8%	28%
16-19 year-olds	3,200	10%	21%	5%	36%
20-24	6,900	5%	27%	14%	45%
25-34	16,000	3%	14%	10%	26%
35-44	15,000	1%	9%	6%	17%
45-54	14,000	1%	9%	6%	15%
55-64	14,000	1%	9%	8%	18%
65+	4,000	1%	15%	8%	24%
No high school qualification	3,500	5%	23%	8%	36%
High school only	30,000	3%	17%	11%	32%
Associate's degree	7,400	2%	14%	7%	23%
Bachelor's degree	22,000	1%	8%	7%	16%
Master's degree or higher	10,000	0%	4%	3%	7%
Food prep workers	4,100	33%	20%	8%	60%
Cleaning staff	1,400	0%	30%	13%	44%
Personal service workers	1,500	12%	18%	12%	43%
Transportation workers	4,700	0%	26%	10%	36%
Health care support workers	2,400	0%	19%	16%	35%
Office workers	7,900	0%	19%	13%	32%
Construction workers	3,000	0%	12%	16%	28%
Sales workers	6,800	0%	18%	8%	26%
Education workers	5,400	0%	17%	7%	23%
Production workers	4,400	0%	12%	11%	23%
Community and Social Workers	1,500	0%	6%	9%	15%
Entertainment workers	1,300	0%	8%	6%	14%

Repair workers	2,100	0%	6%	7%	13%
Protection workers	1,400	0%	8%	4%	12%
Computer workers	2,400	0%	2%	8%	11%
Managers	8,700	0%	6%	3%	9%
Business workers	3,500	0%	4%	5%	9%
Medical practitioners	5,800	0%	4%	4%	8%
Engineers	1,700	0%	1%	5%	6%
Financial workers	1,500	0%	1%	2%	3%
Accommodation and food services industry	7,100	29%	18%	5%	49%
Retail trade	5,100	0%	25%	11%	37%
Administrative support	3,200	0%	16%	15%	31%
Arts and entertainment	1,600	2%	14%	10%	24%
Real Estate	1,700	0%	13%	9%	22%
Other services	2,500	0%	11%	8%	20%
Information	1,600	0%	13%	9%	22%
Health care and social services	18,000	0%	12%	9%	21%
Construction	2,600	0%	10%	10%	20%
Wholesale trade	1,800	0%	16%	4%	20%
Education	4,800	0%	14%	6%	20%
Manufacturing	3,000	0%	5%	8%	14%
Finance	6,700	0%	6%	6%	12%
Management companies	2,600	0%	11%	0%	11%
Professional and scientific services	6,900	0%	4%	6%	9%

Source: MECEP analysis of US Census Bureau, American Community Survey, 2019-2023 data, US Bureau of Labor Statistics, Quarterly Census of Employment and Wages, 2024. Totals may not sum due to rounding. See Methodology for details.

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 2019-2023. The ACS includes data on an individual's place of work, but since the 2020 census, these boundaries have been adjusted and are less precise in Maine. For this analysis, individuals working within the Public Use Microdata Area covering Cumberland County 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 for 2024. The analysis only included people working as employees; those who are self

employed were excluded. Federal workers were also excluded as they are not subject to state or local minimum wage laws.

Hourly wages for each worker were calculated by dividing the individual's total earnings from employment for the year by the number of weeks worked in the survey year and the usual number of hours worked each week.

To adjust hourly wages from the 2023 numbers in the survey to their current 2025 levels, most calculated hourly wages were increased by the estimated rate of inflation between 2023 and 2025. For workers earning below the minimum wage, wages were increased by the increase in Portland's tipped minimum wage (\$0.75 per hour); for those earning between minimum wage and 115% of the minimum wage, wages were increased by the larger of increase in Portland's regular minimum wage over that period (\$1.50 per hour) and the rate of inflation. From 2025 through 2029, future hourly wage increases were assumed to be at the rate of inflation estimated by the Congressional Budget Office in their January 2025 economic impact.

Tipped workers were assumed to those working in occupations which traditionally rely on tipping – bartenders, waiters, casino workers, barbers, hairdressers and other personal service workers, as well as some similar occupations.

For non-tipped workers, impacted workers are those who earned between 80% of the current minimum wage in 2025 and 100% of the new minimum wage in 2029. 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 but less than 115% of the new minimum wage in 2029.

To calculate the total wage increase by 2029, non-tipped workers are assigned a wage increase equal to the larger of (1) the difference between their projected wage in 2029 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.²

Notes

¹ 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>

² David Cooper et al., Minimum Wage Simulation Model technical methodology, Feb 26, 2019 <https://www.epi.org/publication/minimum-wage-simulation-model-technical-methodology/>

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

Order 239-24/25 - Minimum Wage

'Batson, Brian E' via Public Comment

Attachments

Jul 10, 2025, 11:02 AM (4 days ago)

to publiccomment@portlandmaine.gov, Dena, Mark

Honorable City Council,

Please find attached MaineHealth's testimony on the Amendment to Chapter 33 of the Portland City Code RE: an Act to Increase Portland's Minimum Wage.

All the best,

Brian Batson, RN, BSN (he/him)

MaineHealth | Community Relations Manager

110 Free Street | Portland, ME 04101

Brian.Batson@mainehealth.org



**Testimony of Brian Batson, MaineHealth
Against “An Act to Increase Portland’s Minimum Wage”
Monday July 14, 2025**

Honorable Members of the Portland City Council,

Thank you for your work on behalf of the City of Portland. MaineHealth is reaching out to ask that the City Council **reject the proposal** to increase Portland’s minimum wage to one of the highest in the country.

As many of you already know, Maine’s safety net health care providers, including hospitals, are facing significant financial headwinds. Maine’s hospital operating margins are among the lowest in the country, and we are experiencing additional financial challenges as we expect vulnerable patients to lose coverage in the coming months.

I have attached a new [data set](#) that reveals a grim financial outlook for Maine’s hospitals, highlighting a mixture of increasing costs and reimbursement rates that aren’t keeping up. The data shows that hospitals in Maine are among the most financially strained in the country, burdened by aging infrastructure, heavy debt, and slim, to negative operating margins.

Hospitals nationwide are bracing for impacts from the reconciliation bill passing through Congress. It’s estimated that [Maine’s hospitals would lose \\$800 million](#) in revenue if the House version of the bill passes. The House bill would also cleave about \$800 billion over 10 years from Medicaid across the nation, according to the Congressional Budget Office, and result in 16 million more Americans being uninsured. **That includes about 40,000 Mainers.** About 400,000 Maine residents — or about [one in every four Mainers](#) — are enrolled in Medicaid. The Senate bill would result in \$1 trillion in cuts to health care.

Maine hospitals are already experiencing tremendous financial pressure before any additional reductions to our Medicaid program. Citing financial pressures, [Northern Light Health closed Inland Hospital](#) in Waterville this year, and announced additional changes in a press release on July 1. Other hospitals have had to close or curtail services. Citing a lack of volume and financial issues, nine Maine hospitals have [closed birthing centers](#) in the past decade, including Houlton Regional Hospital and MaineHealth Waldo Hospital in Belfast this year.

At the same time, as part of our mission and vision, MaineHealth Maine Medical Center offers world class care to everyone regardless of their ability to pay, and we provide care free-of-charge to all patients at or below 200% of the federal poverty level. Last year, we provided over \$65 million in uncompensated care to our patients served by MaineHealth Maine Medical Center.

As Councilors have mentioned in relation to this ordinance, housing values in Portland have risen. We see this directly through the challenges our own care team members have in finding safe and affordable homes. Housing costs in Portland and its surrounding areas represent a serious challenge for our workforce; increasing the minimum wage will not solve the housing shortage, and it will result in serious pain for Portland’s employers. MaineHealth is proud to have invested over \$324 million in increased compensation for our non-executive, non-physician, care team members over the last few years. And in doing so, we have stretched scarce resources to the limit.

This proposal would add \$23 million in additional cost to the MaineHealth system. We are a large employer with a workforce that spans Maine and New Hampshire. We are proud to provide equitable compensation packages across our system. For roles impacted by this proposed change in minimum wage, we do not differentiate pay or benefits based on location. That potential increase represents over 50% of our operating gain of less than 1% in 2024. *It is important to*

note that this figure does not account for compression which would inherently increase it even more. Should this proposal pass, it will have unintended consequences, as our only source of offsetting the additional cost will be increased reimbursement by our private insurers and employers.

Finally, as a health system, we cannot easily navigate the situation when a single municipality enacts a change that impacts only the employers within its boundaries. It is inefficient and cumbersome, and very expensive to administer. It also creates inequities between employees based on location. This ordinance will make Portland's minimum wage one of the **highest in the country**. Should it pass, it will have a detrimental impact on MaineHealth, on many employers in Portland, and, importantly, on Portland's overall economy. Please reject this proposal.

Sincerely,

Brian Batson

Order 239-24/25 - Minimum Wage

'Batson, Brian E' via Public Comment

Attachments

Jul 10, 2025, 11:02 AM (4 days ago)

to publiccomment@portlandmaine.gov, Dena, Mark

Honorable City Council,

Please find attached MaineHealth's testimony on the Amendment to Chapter 33 of the Portland City Code RE: an Act to Increase Portland's Minimum Wage.

All the best,

Brian Batson, RN, BSN (he/him)

MaineHealth | Community Relations Manager

110 Free Street | Portland, ME 04101

Brian.Batson@mainehealth.org

Order 239-24/25: Don't create a 2 tier system.

Winston Lumpkins winston.lumpkins@gmail.com via portlandmaine.gov

Sun, Jul 13, 11:20 AM (1 day ago)

to City, Danielle, publiccomment

Dear Mayor Dion, Members of the Portland City Council,

I support this order, 239 and think it should be on the ballot this fall. It may be wiser to have chosen a smaller increase to the min. wage and immediately tie it to inflation, but oh well.

(Assuming we can predict inflation at this time is a mistake, and like last time we raised the min. wage we might get left behind by inflation by switching to scheduled increases of a set amount- here it is, I told you so!

I do not support the amendment exempting employers with fewer than 50 employees. It's a bad policy, and does not make sense. There are large businesses which may struggle to raise wages, and small businesses for which it will be easy, meanwhile, all those making min. wages are struggling to afford housing- those working for small businesses don't magically have cheaper housing. Magic doesn't work like that. I think it may be better to just vote down the whole thing and try again after the election in November if this amendment passes; creating 2 tiers, 2 classes, of workers in Portland subject to different min. wages, based on an arbitrary measure with a sudden cut off does not make sense.

I fear it would:

Push the workforce away from working for small businesses, which already struggle to find employees (though, almost all of them currently pay more than min. wage, and presumably they would continue to do so).

Disincentivize growth, by essentially penalizing larger businesses, and making expanding to over 50 employees a bad choice for businesses which expand slowly, and punishing mergers, which can be necessary for some small restaurant groups and are not always bad.

Cause confusion and chaos: what if a small business has mostly part time employees, and hires a 51st employee- etc. There is too much going on here.

Would chain franchises be exempt too? Starbucks, McDonalds, Dunkin?, etc. etc. Just don't do it, it doesn't make any sense.

Finally, if you've read this far, the part where I tell you this isn't enough:

It's important to recognize that wages aren't low in Portland, expenses are high- this should pass (there is no free lunch, employers and customers must pay the true cost of living), but, the cost of living needs to be dealt with- the formation of the social housing task force is heartening, but, we've got to do something more than this, and fast. House prices have risen 60% in the last 5 years, a period where wage growth and inflation were about 20%- it's a gut punch to my generation; a punishment for having made Portland cool. Perhaps we deserve it, but it sucks.

Thanks for taking this issue up, and for your service to Portland.

Sincerely,

~Winston

Winston Lumpkins IV

district 1,

East end, Portland Maine

Portland Minimum Wage Public Comment #239/24-25

Newman, Emily A.E. ENewman@preti.com via portlandmaine.gov

Attachments

Aug 15, 2025, 2:24 PM (10 days ago)

to publiccomment@portlandmaine.gov, council@portlandmaine.gov, komich@cheverus.org, Robert, John, Daniel

This message was sent securely using Zix®

Hello,

Attached please find the public comment on behalf of Cheverus of 267 Ocean Ave Portland, ME 04103 regarding the Portland Minimum Wage Vote during the 8/25 Special City Council Meeting.

Thank you,

Emily A. E. Newman
Legal Assistant to Daniel W. Walker
Pronouns: she/her/hers
PretiFlaherty



August 15, 2025

City of Portland City Council
City Hall
389 Congress Street
Portland, ME 04101

Dear Councilors,

We are writing to you today to express concern regarding the proposed act to increase Portland's minimum wage to \$20 per hour in 2028 scheduled to be discussed at the upcoming Council meeting later this month.

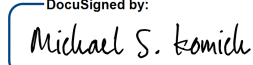
While all of our employees are above the current \$15.50 per hour minimum wage, our nearly 300 students receiving tuition assistance as part of nearly \$3.95+/- million in total funding are not.

In short summary, an increase to \$20 would require an additional \$70,025+ in projected work grant funding for our students at today's census levels – the majority of these students reside in the City of Portland.

Since our School is nearly the highest in the country for Jesuit Secondary Schools in terms of tuition assistance as a percentage of tuition dollars, such an increase in the minimum wage would likely result in necessary funding reductions impacting our Portland students and affecting enrollment.

We urge reconsideration of this proposal to a more phased approach with smaller annual or biannual increases.

Sincerely,

DocuSigned by:

9A29FE27AF634B8
Michael S. Komich

Senior Vice President for Finance and Operations

Cc: Rev. Robert F. Pecoraro, S.J. President
Dr. John J. Moran, Principal

IBEW 1837 Endorsement of Portland \$20 Minimum Wage Proposal

'Kaitlyn Hegarty' via Public Comment

Attachments

Mon, Aug 18, 3:45 PM (7 days ago)

to publiccomment@portlandmaine.gov

Dear Mayor Dion and Members of the Portland City Council,

On behalf of IBEW Local 1837 President Michelle Crocker, I am sharing with you our union's official endorsement of the proposal to raise Portland's minimum wage to \$20/hour. Please find the attached letter outlining our Executive Board's position and urging you to advance this measure without carveouts.

Our members provide essential services to the community, and we believe this policy will help ensure that all Portland workers can earn a fair, livable wage.

Thank you for your time and consideration.

Kaitlyn Hegarty

Business Representative

IBEW Local 1837

(847) 902-9944



International Brotherhood Electrical Workers

Local #1837 Utility / Broadcasting

NEW HAMPSHIRE OFFICE
84 Bay ST. 1st Floor
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(603) 743-1652
nhlocal@ibew1837.org

Tony Sapienza, Business Manager
Michelle Crocker, President
Renee Gilman, Assistant Business Manager
Kitty Kilroy, Business Representative
Kaitlyn Hegarty, Business Representative

MAINE OFFICE
PO Box 457
Manchester, ME 04351
(207) 623-1030
Fax (207) 621-8384
union@ibew1837.org

August 18, 2025

IBEW Local 1837 endorsement of a \$20 citywide minimum wage

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

On behalf of IBEW Local 1837, I'm writing to share that our Executive Board has voted to endorse the proposal to raise Portland's minimum wage to \$20/hour and to urge you to advance it to voters without carveouts.

Our members at WGME-TV (CBS13), including photojournalists, editors, engineers, producers, and other vital support staff at the news station, provide local journalism to thousands of Portland viewers every day. They work nights, weekends, holidays, and through severe weather and emergencies to deliver potentially lifesaving information, civic coverage, and community news. A \$20 citywide wage floor will help these essential workers earn a livable wage so they can remain in Portland and continue providing this critical public service.

Equally important, a \$20 minimum wage must lift all workers in Portland. A universal standard, without exceptions, ensures people in hospitality, retail, healthcare, construction, and the newsroom alike can keep pace with the cost of living. Carveouts would exclude large numbers of workers and undercut the policy's intent and fairness.

We respectfully ask you to move this measure forward as a true citywide standard. Thank you for your leadership and for considering the needs of working families and the public we serve.

In solidarity,

Michelle Crocker
President, IBEW Local 1837

About IBEW Local 1837

IBEW Local 1837 represents more than 1,700 workers in the utility and broadcast industries in Maine and New Hampshire. The union advocates fair wages, safe working conditions, and respect for all members. Learn more at www.ibew1837.org.

VOTE NO on proposed \$20 minimum wage increase! Please!

CycleBar Portland portland@cyclebar.com via portlandmaine.gov

Tue, Aug 19, 1:07 PM (6 days ago)

to afournier, pali, bgrant, rphillips, abullett, mdion, smichniewicz, wpelletier, ksykes, publiccomment

Dear Portland City Councilors,

I am writing today to tell you a story about my small business in Portland Maine that will be hugely impacted by the proposed \$20 minimum wage increase and emergency wages.

We are a small boutique fitness business residing on 82 Hanover Street in Portland. We came to Portland in 2019 just 4 months before COVID hit. Since that time we have struggled with all that is happening here in Portland with wages and the emergency wages that have been put in place.

This nearly 30% increase from the current \$15.50/hr will have serious impacts for me. We are already struggling to meet the \$15.50 wage for entry level employees. Honestly, we cannot afford it and I can't imagine others can either. It may very well put us out of business.

No city in the country applies a universal \$20/hr minimum wage. Even in places with a much higher cost of living, such as San Francisco, Los Angeles, and Seattle, the minimum wage is lower.

In 2020, Portland voters passed a referendum increasing the minimum wage to \$15/hr in 2024. Beyond 2024, that wage is adjusted for inflation annually, making further efforts to increase the wage unnecessary.

Larger corporations may have an easier time absorbing this increase given that Portland represents such a small slice of their total workforce, but small and locally owned businesses will struggle, damaging Portland's unique small business community.

Portland small business has had enough changes during this time period - don't change this now or we will face less and less small business in Portland.

Help us and help Portland - say NO to the increase in this proposed \$20 minimum wage increase for all of us and save small business in Portland.

Thank you,

Julie Marchese

CYCLEBAR PORTLAND

82 Hanover Street, Suite 8 | Portland, ME | 04101

T: 207.200.4002

E: portland@cyclebar.com

Portland Nonprofit Leaders Sound Alarm on Proposed \$20 Minimum Wage Ballot Question

'Eamonn Dundon' via Public Comment

Attachments

Wed, Aug 20, 2:50 PM (5 days ago)

to Mark, pali@portlandmaine.gov, afournier@portlandmaine.gov, Ben, smichniewicz@portlandmaine.gov, wpelletier@portlandmaine.gov, abullett@portlandmaine.gov, rphillips@portlandmaine.gov, Kate, publiccomment@portlandmaine.gov, Danielle, Quincy

Good Afternoon Mayor Dion and City Councilors,

This morning, we hosted a virtual media roundtable with several Chamber members to discuss the serious risks posed by the proposed \$20 minimum wage ordinance currently before you. The fear among Portland's nonprofit healthcare and social service providers is real and growing as they face mounting state and federal funding cuts, now compounded by the prospect of a nearly 30% increase in labor costs with no corresponding ability to raise revenues due to fixed reimbursement rates.

Panelists included:

Karen McDonald-Fowler, Port Resources

Tamara Gallagher, Growing Tree Childcare

Laura Cordes, Maine Association of Community Service Providers

David Turin, David's Restaurants

Each shared powerful insights, but Laura Cordes captured the stakes clearly:

"At the end of the day, for our particular agencies supporting people with disabilities, this is about maintaining access to supports for people to be able to live in the community of their choice. What we want to avoid is an unintended consequence for a city that really prides itself on building and supporting inclusive communities, that they may be taking a step that would end up having fewer people with disabilities being able to live in the city because they can no longer access the supports they need, because simply the rates at the statewide level are not in place for them to be adjusted to meet minimum wage requirements in a particular city."

You can access the full roundtable recording here (passcode: vJj=C4R3). We strongly encourage you to listen ahead of Monday's vote to better understand the potential impact on these vital services.

In addition, I've attached a collection of press coverage from the past six months that paints a stark picture of the external pressures already facing Maine's nonprofit safety net. These stories cover the real-world consequences of recent federal actions on hospitals, childcare providers, clinics, recovery centers, home-based care, reproductive healthcare, food assistance, and more. In this environment, local policy decisions carry even more weight and risk.

This is not a routine decision to refer a question to the ballot. It is a consequential moment that demands your leadership. We all share the goal of lifting incomes and supporting quality jobs, but this

proposal would devastate the very organizations working to support Portland's most vulnerable residents.

We hope this information proves helpful as you consider your vote Monday night. Quincy and I would be happy to connect individually in the coming days if you would like to discuss further.

Thank you, as always, for your leadership and commitment to Portland.

Best regards,
Eamonn

March 22, 2025: *News Center Maine*, [MaineGeneral Health to Lay Off Roughly 100 Full-Time Workers by Mid-April](#): MaineGeneral Health, a major hospital system in central Maine, announced plans to lay off approximately 100 full-time employees by mid-April 2025 due to ongoing financial challenges. Hospital administrators cited insufficient reimbursement rates from MaineCare (Medicaid) and Medicare, as well as delays in legislative action to address these issues, as key factors contributing to the budget shortfall. These financial pressures have led to increased operating costs and staffing shortages, prompting the hospital to implement cost-cutting measures, including the layoffs, to maintain financial stability and continue providing essential healthcare services to the community.

March 29, 2025: *The Maine Monitor*, [Child Care Providers Say the State is Months Behind in Reimbursement Payments. Lawmakers are Investigating](#): Maine's childcare providers continue to face major financial strain due to low state reimbursement rates that don't reflect the real cost of delivering care. These outdated rates make it hard for providers to offer competitive wages, leading to staffing shortages and limited availability for families. Advocates stress that without higher reimbursements, programs will keep closing or scaling back, and the workforce crisis in early childhood care will worsen.

April 10, 2025: *Mainebiz*, [Maine Hospitals are Struggling, Trade Association Reports](#): Maine hospitals are facing significant financial challenges, with many forced to cut services and delay critical investments due to high costs, declining revenues, and aging infrastructure. A report by the Maine Hospital Association reveals that Maine hospitals rank among the lowest nationwide in key financial health indicators. This financial strain has led to the closure of labor and delivery units at several hospitals, including Mount Desert Island Hospital and MaineHealth Waldo Hospital. The report, conducted by PYA Accountants & Consultants, assessed the financial condition of Maine's hospitals and found that many are operating beyond safe limits. The situation is deemed unsustainable, with the Maine Hospital Association urging for immediate action to address these issues.

May 2025: *Urban Institute*, [Reconciliation Bill and End of Enhanced Subsidies Would Cut Health Care Provider Revenue and Spike Uncompensated Care](#): Between 2025 and 2034, an estimated 15.9 million additional Americans could lose health insurance due to proposed Medicaid cuts in the House reconciliation bill and the expiration of enhanced Affordable Care Act premium subsidies by the end of 2025. As a result, provider revenue is projected to drop by roughly \$1 trillion—about \$771 billion from Medicaid reductions and another \$261 billion from subsidy expiration—with hospitals alone losing around \$408 billion and physicians \$118 billion. Meanwhile, demand for uncompensated care would surge by approximately \$278 billion over the decade—\$198 billion stemming from Medicaid cuts and \$78 billion from ending the subsidies—placing significant financial pressure on hospitals, clinics, and pharmacies.

May 29, 2025: *Portland Press Herald*, [Bridgton Medical Center Closing, Citing Financial Pressures on the Health Care System](#): Bridgton's DFD Russell Medical Center, a primary care clinic in rural Maine, has announced it will close its Bridgton location on August 28, 2025, due to mounting financial strain and workforce challenges. The center cited persistently low reimbursement rates from both private insurers and federal programs like Medicare and Medicaid—along with the loss of a key community grant and its ineligibility for federal Federally Qualified Health Center (FQHC) status—as making operations unsustainable. Compounding factors include difficulty recruiting and retaining qualified medical staff in a rural setting. While the closure marks the loss of four years of service, DFD plans to transition patients smoothly by collaborating with Central Maine Healthcare and other local providers.

June 1, 2025: *Portland Press Herald*, [Maine Community Paramedicine in Doubt After Federal Cuts](#): Maine's community paramedicine programs—where EMS providers conduct in-home checkups, chronic disease management, and basic medical services—are now at risk due to the sudden loss of \$1 million in federal pandemic-era grants, leaving most programs without any funding. While Medicare and MaineCare technically allow reimbursements, the systems for billing and adequate rates aren't in place, meaning no current insurance support. With federal dollars gone and no insurance revenue yet available, programs in rural and urban areas (like Waterville, Topsham, Portland) may have to scale back or shut down, worsening access gaps as hospitals and nursing homes also close.

June 23, 2025: *Portland Press Herald*, [Maine's Hospitals Say They're Under Threat by Proposed Medicaid Cuts](#): Medicaid cuts would severely worsen the already fragile financial situation of Maine's hospitals. Many hospitals depend heavily on Medicaid reimbursements to cover the costs of care, especially for low-income and rural populations. With an \$800 billion reduction in Medicaid funding over a decade, **hospitals face steep revenue losses that could force them to scale back or eliminate vital programs and services.** Some facilities have already been forced to close labor and delivery units or reduce emergency room hours due to tight budgets. Without adequate funding, hospitals will struggle to maintain staff levels, invest in infrastructure, or provide specialized care, ultimately threatening access to healthcare for many Mainers. This financial strain risks a cycle of cutbacks, worsening care quality, and increased uncompensated care as more patients lose coverage.

July 1, 2025: *Portland Press Herald*, [Trump's Tax, Spending Law Will Slash Food Assistance for Thousands of Mainers](#): Maine's Supplemental Nutrition Assistance Program (SNAP) is facing significant challenges due to provisions in the recently passed federal budget bill, known as the One Big Beautiful Bill Act. The legislation imposes stricter work requirements for adults up to age 65, potentially disqualifying thousands of Mainers, including families, seniors, and veterans, from receiving benefits. **Additionally, the bill shifts a substantial portion of administrative costs to states, increasing Maine's annual responsibility from \$13.3 million to \$20 million.** Governor Janet Mills has expressed concern **that these changes could exacerbate food insecurity for approximately 175,000 Mainers who rely on SNAP.** The increased financial burden and administrative complexities may strain the state's capacity to effectively manage and deliver food assistance services.

July 2, 2025: *Time Magazine*, [Abortion is Legal in Maine, but Trump's 'Big Beautiful Bill' Could Gut Much of the State's Reproductive Health Care Access](#): President Donald Trump's "One Big Beautiful Bill" poses significant threats to reproductive health care access in Maine, despite the state's legal protections for abortion. The bill includes a provision that would block Medicaid funding for any health care services provided by organizations like Planned Parenthood and Maine Family Planning if they received over \$800,000 in federal reimbursements for other services. **This provision could impact approximately half of Maine's reproductive health patients, as both organizations offer essential services such as birth control, STI testing, and cancer screenings,** which are primarily funded through Medicaid. Maine Family Planning, operating 18 clinics in underserved areas, stands to lose about \$1.9 million annually—20% of its budget—if the bill passes. The organization serves many patients who rely on Medicaid as their only health care access point.

July 3, 2025: *Maine Public*, [Trump's Budget Bill Will Add 'Significant Stress' to Maine Hospitals, Officials Say](#): Maine's hospital leaders warn that Trump's newly passed "budget reconciliation" bill, slated to cut approximately \$1 trillion—including deep reductions to Medicaid—will significantly worsen ongoing workforce and financial strains in the state's health system. **Northern Light Health, Maine's second-largest provider, specifically highlighted that changes to Medicaid, combined with already low reimbursement rates and high insurance denial rates, necessitate "additional workforce and program changes" to stay financially viable.** MaineHealth echoed those concerns, saying the cuts will compound existing stresses on rural hospitals struggling with rising supply costs and staffing shortages. Sen. Susan Collins, who pushed for a \$50 billion offset fund for rural providers, cautioned that even delayed Medicaid formula changes could leave facilities "on the brink," underscoring the urgent need to raise basic provider reimbursements under Medicaid.

July 9, 2025: *Portland Press Herald*, [Planned Parenthood in Maine Seeking More State Funding to Offset Budget Cuts](#): Planned Parenthood of Northern New England is facing \$5.2 million in cuts from the newly passed **One Big Beautiful Bill.** The losses total \$1.4 million within Maine. Without funding offsets from the state governments of New Hampshire, Vermont, and Maine the organization will not have funding to cover critical reproductive health care services. The organization has had conversations with Governor Mills about the state covering the cuts, although the Governor's spokesperson noted the Governor anticipates many such requests and the state does not have the financial resources to absorb all lost funding from the federal government.

July 18, 2025: *The Maine Monitor*, ['Gasoline on the Fire': Maine Hospitals Concerned About Charity Care Expansion and Medicaid Cuts](#): **Maine hospitals are facing a sharp rise in uncompensated care—totaling nearly \$218**

million in 2023, including \$60 million in charity care—due to a new state law expanding eligibility for free care and looming federal Medicaid cuts that could strip coverage from 34,000 Mainers. The law raises income thresholds, simplifies applications, and caps costs for moderate-income patients, while federal changes threaten to reduce reimbursements and increase hospital losses. As a result, major providers like Northern Light and Central Maine Healthcare are cutting staff, consolidating services, and closing rural units to stay afloat amid mounting financial pressure.

July 29, 2025: *Portland Press Herald*, [Longtime Lewiston Preschool to Close, Citing Medicaid Shortfalls](#): Andwell Health Partners has announced the closure of Sandcastle Preschool in Lewiston, a longstanding inclusive early-learning program serving up to 50 children aged 3–5—including those with developmental challenges—after concluding that federal Medicaid reimbursement rates and recent Medicaid funding cuts made the preschool financially unsustainable despite its reliance on state and federal dollars along with some private pay; while onsite occupational and speech therapies will continue at the outpatient clinic in Lewiston, the preschool’s classroom-based inclusive education and wrap-around supports are being eliminated because there’s “no financially viable path forward” under current Medicaid funding policies

July 30, 2025: *Bangor Daily News*, [Bangor Recovery Group Struggling to Stay Afloat After ‘Catastrophic’ Funding Loss](#): The Together Place Peer-Run Recovery Center in Bangor is facing a financial crisis after losing a \$300,000 state grant, which accounted for over 40% of its budget. This funding loss puts at risk essential services including mental health and substance-use recovery support groups, peer-to-peer counseling, wellness programs, and the center’s low-cost meal offerings that many vulnerable residents rely on for daily support and stability.

July 31, 2025: *Portland Press Herald*, [Central Maine Healthcare Tells Employees It’s Planning Layoffs, Source Says](#): The Central Maine Healthcare system—comprising CMMC and its affiliated hospitals—is planning layoffs after suffering significant financial strain from state Medicaid reimbursement cuts under Governor Mills’ budget and proposed federal funding reductions, placing administrative, support, and potentially patient services at risk.

August 14, 2025, *WGME*, [Medicaid Cuts Threaten Services for People With Disabilities in Maine](#): Federal Medicaid funding reductions are putting Maine’s home- and community-based services (HCBS) at serious risk by lowering reimbursement rates, making it financially impossible for providers of day programs like STRIVE and Café to hire necessary staff—ultimately threatening to eliminate crucial support services that help people with disabilities (as well as older adults, those with mental health and substance use challenges, and people with chronic conditions) remain integrated in their communities rather than in institutions

August 14, 2025, *Associated Press*, [Maine Clinics Ask Federal Judge to Restore Medicaid Funding Cut by Trump Administration](#): Maine Family Planning—a statewide network of 18 clinics—has filed a federal lawsuit seeking the restoration of approximately \$1.9 million in Medicaid reimbursements that were cut under President Trump’s recent “big beautiful bill,” which bars nonprofit entities primarily engaged in family planning (and receiving more than \$800,000 in Medicaid revenue during FY 2023) from receiving federal Medicaid funds even for non-abortion services; the organization warns that without these reimbursements, roughly 20% of its annual budget will vanish, inevitably forcing it to halt primary care—including cancer screenings, STI testing, contraception, and routine OB-GYN visits—for low-income and rural Mainers, potentially by the end of October.

\$20 FOR ALL - Support livable wage for portland workers

'Colin Vettier' via Public Comment

Wed, Aug 20, 4:14 PM (5 days ago)

to publiccomment

Councilors Portland City Council Portland City Council,

Hello,

My name is Colin Vettier and I live in Portland.

I am writing you to share my wholehearted support for the proposal by Councilors Regina Phillips and Kate Sykes to raise the minimum wage to \$20.

I thank both of them for their courage and encourage all other councilors to join them. Especially as they will have to go against the amendment offered by Councilor Pious Ali and supported by the Chamber of Commerce. And as previous attempts to fair wages or emergency wages for Portland worker, it is clear that the PCC is not interested in the well being of Portlanders.

Raising our minimum wage to \$20 will help bring hundreds of Portlanders out of poverty and will make our city more affordable for thousands.

Let's be true to ourselves and build a community for the people, by the people.

Colin Vettier

colin.vettier@gmail.com

53 West Street

Portland, Maine 04102

Support for \$20 min wage in Portland

'Kristina Fenley' via Public Comment

Thu, Aug 21, 9:14 AM (4 days ago)

to publiccomment

Councilors Portland City Council Portland City Council,

I urge you to vote yes in support of sending the \$20 minimum wage to voters, and to vote no on the Pious Ali amendment excluding 10,000 workers from getting a raise.

Our local workers keep our city going and they deserve a livable wage. Please stand with workers and against big business.

Cost of living and soaring rent prices are taking a toll on us all, and there is nothing more valuable than security in these times. Please fight for our working class and help to keep Portland a city for ALL.

Kristina Fenley
fenleykristina1@gmail.com
288 State St Apt 3
Portland, Maine 04101

City Council Meeting- August 25 2025- Portland Minimum Wage Testimony

'Karen MacDonald-Fowler' via Public Comment

Thu, Aug 21, 11:15 AM (4 days ago)

to publiccomment@portlandmaine.gov

August 21, 2025

Dear Mr. Mayor and City Councilors,

My name is Karen MacDonald, I am the executive director of Port Resources, a nonprofit social services organization supporting individuals with intellectual disabilities and autism. I support individuals who live in group homes and independent apartments across many districts of Portland. I am providing this letter of testimony to, once again, share my grave concerns about the devastating impact implementing a mandated \$20.00 minimum wage would have on our workforce and vulnerable clients, even if this plan is rolled out over several years.

We support nine group homes and twelve independent living apartments within Portland. These Portland programs support about forty clients and employ sixty team members.

Our funding comes through the State's MaineCare program. An hourly rate is set by the State which we receive for each hour of service we provide. This rate is non-negotiable and there is no mechanism to receive higher funds should higher expenses get passed onto us. We spend a lot of time advocating for higher rates in order to pay higher wages, however higher rates needed to allow us to meet this minimum wage are not forthcoming in the State budget. Currently, we pay our team members a 3% cost of living (COLA) increase each year, this year, we only received a 1.9% COLA in our rates- thus, in order to give our team members their full 3% increase, we take funds from other areas; maintenance, IT equipment, additional training, and we keep our management team lean, even though we are all very stretched. A forced higher minimum wage, before there are adequate rates to cover it, becomes an unfunded mandate, which erodes our ability to maintain a stable organization and would force our services out of Portland. I have asked legislators directly if they would ever consider passing on funding to support municipal level wage increases, and I was given a very clear answer of no. Port Resources, and other social services non-profits like us, simply do not have any mechanism to absorb this wage increase.

We are an incredibly resourceful organization and do our best with the rate we do receive but funds only stretch so far. Out of this rate we must cover the hours of direct care provided and all taxes and benefits that go with it, often this is at an overtime rate due to staffing shortages. We must cover all program related costs including things like transportation for our clients, training for staff, tech equipment and licensing expenses, and we must cover our general and administration costs which cover administration, supervision, clinical support, our electronic health record, insurance, unfunded mandates and other indirect expenses. Over two thirds of this hourly rate goes towards direct care costs, and the remainder covers all other aspects of doing this service. At our current rate, we just break even. The proposed change to go to a \$20.00 per hour minimum wage would simply decimate us. Just for our Portland-based workforce, this increase would cost us an additional \$250k annually. If

we were to make this change across all of our programs in Southern Maine, this would cost nearly \$1million dollars. This doesn't even begin to address the salary compression this would create. With current rates that challenge us to break even, even with cutting costs wherever we can, how can we absorb this additional unfunded mandate and survive?

Port Resources absolutely supports our team member getting higher wages, we spend a lot of time educating State leadership about the critical need for these services and why paying our team members a living wage is imperative to maintaining a vital workforce. The current proposal does not achieve this goal for our workforce; it will simply drive us out of Portland because there would be no way to cover these additional expenses. We need higher rates to be able to pass along higher wages- and that is simply not in the State budget.

Port Resources is a thoughtful and financially mindful nonprofit. We do not have land trusts, or huge endowments. We are a fee for service organization; we have no hidden treasures or deep pocket investors and donors. We are a humble human service provider supporting some of Maine's most vulnerable residents in their community of choice.

Portland is such a wonderful place for our clients to live and for our team members to work; but this change would make it untenable for our organization to sustain our services here. No one wants to move. Individuals we support who live in Portland love living in this city. This is their community; this is their home. Portland should be proud of its inclusiveness, please do not create barriers to living here for individuals who rely on support services.

Thank you for your time and truly hearing our grave concerns. We hope that consideration will be made for the future wellbeing of Portland's most vulnerable residents, who would be so negatively impacted by this change.

Sincerely,

Karen D. MacDonald

Karen D. MacDonald-Fowler (she/her)
Executive Director

Port Resources
280 B Gannett Drive
South Portland, Maine 04106

207/828-0048 ext. 101
207/772-3743 fax

kmacdonald-fowler@portresources.org

I just signed a petition for a \$20 min wage in Portland

'Kathryn O'Neil' via Public Comment
Thu, Aug 21, 12:30 PM (4 days ago)
to publiccomment

Councilors Portland City Council Portland City Council,

Please vote yes in support of sending the \$20 minimum wage to voters, and vote no on the Pious Ali amendment excluding 10,000 workers from getting a raise. Please stand with workers and against big business.

Kathryn O'Neil
kathrynelizabethoneil@gmail.com
69 Bolton street
Portland , 서울특별시 04102

'Killian Conahan' via Public Comment

Thu, Aug 21, 12:41 PM (4 days ago)

to publiccomment

Councilors Portland City Council Portland City Council,

Please vote yes in support of sending the \$20 minimum wage to voters, and vote no on the Pious Ali amendment excluding 10,000 workers from getting a raise. Please stand with workers and against big business.

Killian Conahan

killianconahan@gmail.com

11 Sherman St Apt 2

Portland , 서울특별시 04101

Testimony in Opposition

'Batson, Brian E' via Public Comment

Attachments

Thu, Aug 21, 2:24 PM (4 days ago)

to Mark, Sarah, Pelletier, Regina, Anna, Councilor, Pious, Ben, April,
publiccomment@portlandmaine.gov

Please find attached MaineHealth's testimony opposing the Amendment to Chapter 33 "An Act to Increase Portland's Minimum Wage".

Thank you for your attention to this important matter, and thank you for your public service.

Best,

Brian Batson, RN, BSN (he/him)

MaineHealth | Community Relations Manager

110 Free Street | Portland, ME 04101

Brian.Batson@mainehealth.org



**Testimony of Brian Batson, MaineHealth
Against “An Act to Increase Portland’s Minimum Wage”
Monday August 25, 2025**

Honorable Members of the Portland City Council,

Thank you for your work on behalf of the City of Portland. MaineHealth is reaching out to ask that the City Council **reject the proposal** to increase Portland’s minimum wage to one of the highest in the country.

As many of you already know, Maine’s safety net health care providers, including hospitals, are facing significant financial headwinds. Maine’s hospital operating margins are among the lowest in the country, and we are experiencing additional financial challenges as we expect vulnerable patients to lose coverage in the coming months.

I have attached a new [data set](#) that reveals a grim financial outlook for Maine’s hospitals, highlighting a mixture of increasing costs and reimbursement rates that aren’t keeping up. The data shows that hospitals in Maine are among the most financially strained in the country, burdened by aging infrastructure, heavy debt, and slim, to negative operating margins.

Hospitals nationwide are bracing for impacts from the passage of HR 1, the Congressional Budget Reconciliation bill that passed in July. It is estimated that **41,000 Mainers will lose health coverage as a result if its policies**. About 400,000 Maine residents — or about [one in every four Mainers](#) — are enrolled in Medicaid, and another 65,000 are enrolled in the State’s Marketplace. In addition, the bill is expected to cost Maine’s Medicaid program over \$3 billion over 10 years, and it shifts \$60 million annually in SNAP benefits to the State. Maine’s hospitals will see sicker patients who lack insurance and are struggling with food insecurity.

And it comes at a time when Maine hospitals are already experiencing tremendous financial pressure. Citing financial pressures, [Northern Light Health closed Inland Hospital](#) in Waterville this year, and announced additional changes in a press release on July 1. Other hospitals have had to close or curtail services. Citing a lack of volume and financial issues, nine Maine hospitals have [closed birthing centers](#) in the past decade, including Houlton Regional Hospital and MaineHealth Waldo Hospital in Belfast this year.

At the same time, as part of our mission and vision, MaineHealth Maine Medical Center offers world class care to everyone regardless of their ability to pay, and we provide care free-of-charge to all patients at or below 200% of the federal poverty level. Last year, we provided over \$65 million in uncompensated care to our patients served by MaineHealth Maine Medical Center.

As Councilors have mentioned in relation to this ordinance, housing values in Portland have risen. We see this directly though the challenges our own care team members have in finding safe and affordable

homes. Housing costs in Portland and its surrounding areas represent a serious challenge for our workforce; increasing the minimum wage will not solve the housing shortage, and it will result in serious pain for Portland's employers. MaineHealth is proud to have invested over \$324 million in increased compensation for our non-executive, non-physician, care team members over the last few years. And in doing so, we have stretched scarce resources to the limit.

This proposal would add \$23 million in additional cost to the MaineHealth system. We are a large employer with a workforce that spans Maine and New Hampshire. We are proud to provide equitable compensation packages across our system. For roles impacted by this proposed change in minimum wage, we do not differentiate pay or benefits based on location. That potential increase represents over 50% of our operating gain of less than 1% in 2024. *It is important to note that this figure does not account for compression which would inherently increase it even more.* Should this proposal pass, it will have unintended consequences, as our only source of offsetting the additional cost will be increased reimbursement by our private insurers and employers.

Finally, as a health system, we cannot easily navigate the situation when a single municipality enacts a change that impacts only the employers within its boundaries. It is inefficient and cumbersome, and very expensive to administer. It also creates inequities between employees based on location. This ordinance will make Portland's minimum wage one of the **highest in the country**. Should it pass, it will have a detrimental impact on MaineHealth, on many employers in Portland, and, importantly, on Portland's overall economy. Please reject this proposal.

Sincerely,

Brian Batson

I just signed a petition for a \$20 min wage in Portland

Jules Cooper julie.cooper@maine.edu via portlandmaine.gov

Thu, Aug 21, 4:16 PM (4 days ago)

to publiccomment

Councilors Portland City Council Portland City Council,

Please vote yes in support of sending the \$20 minimum wage to voters, and vote no on the Pious Ali amendment excluding 10,000 workers from getting a raise. Please stand with workers and against big business.

The proposal for \$20 is gradual, increasing the hourly wage by just one buck a year. This likely won't even match inflation, and we could be asking for much, much more. Please help us. Giving the workers a higher wage gives us an opportunity to spend more in our great city, gives us motivation and incentive to stay in this city, and provides a better way of life for countless individuals.

Jules Cooper

julie.cooper@maine.edu

Gorham, Maine 04038

Minimum Wage Proposal

Steven Quattrucci steve@montesportland.com via portlandmaine.gov

Fri, Aug 22, 7:30 AM (3 days ago)

to afournier@portlandmaine.gov, [pali](mailto:pali@portlandmaine.gov), bgrant@portlandmaine.gov, rphillips@portlandmaine.gov,
[abullet](mailto:abullet@portlandmaine.gov), wpelletier@portlandmaine.gov, smichniewicz@portlandmaine.gov,
ksykes@portlandmaine.gov, mdion@portlandmaine.gov, [publiccomment](#)

Dear Councillors,

Small businesses like mine are already facing unprecedented stress from general inflation and tariff costs, and many are just getting by. While I understand your desire to address affordability issues in our City, I do not believe raising the minimum wage will address the issue. In fact, it's likely to do more harm than good -- good paying, working class jobs will be lost, and more storefronts will be shuttered. Furthermore, surviving food businesses and service providers will be forced to cut hours and raise prices, negating any benefit of a wage increase.

My small business currently supports 20 full-time and 17 part-time employees. Our part-time team members make a minimum of \$24/hr, but that's with a base wage of \$17/hr - the remainder is made up with shared tips, which we guarantee at a minimum of \$7/hr (the house makes up any shortfall). If the council is successful in raising the minimum wage to \$20 and erasing the tip credit, we will see an increase in payroll expenses of ~\$5,000 per month. That may not sound like a lot to some of you, but for us, it's critical.

Thank you for considering our opinion. We salute and thank you for your service to the community and your desire to make a difference - but this proposal will not make our community stronger. Thank you again.

Best wishes,
Steve

--

Steve Quattrucci
Monte's Fine Foods
207-939-5616

Minimum wage input

'Mary Alice Scott' via Public Comment

Fri, Aug 22, 9:12 AM (3 days ago)

to publiccomment@portlandmaine.gov, April, Ben, wpelletier@portlandmaine.gov, mdion@portlandmaine.gov, pali@portlandmaine.gov, smichniewicz@portlandmaine.gov, rphillips@portlandmaine.gov, abullett@portlandmaine.gov, ksykes@portlandmaine.gov

Dear Mayor Dion and Portland City Council,

Ahead of Monday's council meeting, I wanted to share a little bit of information that may be useful as you consider the minimum wage proposal.

My name is Mary Alice Scott, and I am the Director of Advocacy at Maine Association of Nonprofits (MANP). MANP is a statewide membership organization, with 1,300 members across all 16 counties.

As you can imagine, our membership does not tend to have a unified opinion when it comes to issues like minimum wage increases. In general, we summarize our position as "moral support, operational anxiety."

Nonprofits often recognize that many of our programs and services are needed because minimum wage hasn't kept up over time, the cost of living outstrips what many earn while working full time. Too many workers are not paid living wages for their labor. It's an equity issue, and MANP has done a lot of work ourselves over the past several years related to salary transparency (and requiring it on our job board), and creating a transparent compensation philosophy. Through these changes, we're hoping to lead organizations toward improved practices when it comes to paying employees fairly. We also release a compensation report every two years, which we use to highlight and encourage employers to use a living wage analysis as part of setting their compensation.

At the same time, nonprofits are employers with unique constraints. Unlike for-profit businesses, most nonprofits cannot simply charge their community more in order to offset increased costs. Even public-facing organizations that charge for services are often operating those programs at a loss, while fundraising elsewhere to make up the difference. Because so many organizations are experiencing a loss of funding sources, and because there is an increased demand for basic needs, fundraising through those other sources is becoming increasingly competitive.

Many nonprofits rely on reimbursements that are set by state or federal contracts. Generally, these contracts do not have "re-openers" contained within them, meaning that if the conditions of the contract change mid-stream (like a required wage increase), the nonprofit cannot access a higher reimbursement rate. At the state level, increased reimbursement rates in contracts are piecemeal and very difficult to successfully get through the appropriations process. We've been doing a survey about government contracting, and so far, 70% of respondents say that state government contracts do not cover adequate administrative or indirect costs.

Finally, it's worth noting that the context for nonprofits right now is extremely challenging. In the spring, we held a community forum related to federal executive actions, and conducted a live poll. In it, 57% of organizations said that "uncertainty of future funding / inability to plan" was one of their top two concerns. Our job board postings from January-June 2025 are down about 20% from 2024.

This is a particularly difficult moment for nonprofit organizations, and we fully expect to see reductions in critical safety net programming and services, as well as some organizational closures, in the coming months.

I hope this is useful – thanks for your time.

Mary Alice

Mary Alice Scott

she / her / hers (Why Pronouns Matter)

Director of Advocacy

Maine Association of Nonprofits

(207) 871-1885

The Portland Maine Minimum Wage

Andrew Stewart andy.lisamaries@gmail.com via portlandmaine.gov

Fri, Aug 22, 9:19 AM (3 days ago)

to afournier, pali, bgrant, rphillips, abullett, mdion, smichniewicz, wpelletier, ksykes, publiccomment, edundon, Curtis

Councilors,

My name is Andrew Stewart. My wife and I own Lisa-Marie's Made in Maine with a store on Exchange Street in Portland and a store in Bath Maine. We currently have between 15 to 18 employees on the payroll with four to five of those consistently working in the Portland location.

Lisa-Marie's Made in Maine historically pays our employees above the minimum wage along with a generous benefits package for full-time employees. There are a couple of employees with more responsibilities who make well over \$18.00. We do have several part-time employees working in our Portland location. With the current and foreseeable labor market, we must pay even part-time team members \$18.00 per hour currently. With two locations we must make sure that everyone is compensated consistently and fairly across the organization.

Employees are a highly valued component in any business. Maine workers are in a very good position to negotiate excellent compensation packages on their own. This statement currently applies to employees at every level. If you are not working in a job, you feel fairly compensated for, there are many other employers who would love to talk to you. I know of a house painter providing cars to employees just so they will show up to work for him. There are many employment ads and campaigns (including Bath Iron Works) across the state promising training if you just show up. I encourage you to let the market drive the employer/employee relationship.

The overhead of doing business in Portland has been steadily increasing over the years. Rents have been increasing. Property owners are pushing increasing share of property tax burden into lease agreements. Parking continues to go up every year.

Many businesses have already folded, leaving street level retail spaces vacant. I recall recent articles in the news of Portland government trying creative efforts to keep downtown storefronts attractive with artistic displays and lighting. It appears that whenever a vacant storefront is filled, it is invariably with a retail marijuana distributor. I have nothing against them and applaud their ability to turn a profit. But when there are two or more on every block, the downtown becomes much less attractive to the casual shopper.

We are already considering consolidating our operations outside of Portland. If this minimum wage effort goes to ballot and passes, it will likely influence this decision.

Thank you for your time,

Andrew Stewart

Treasurer,

Lisa-Marie's Made In Maine, Inc.

Comment Regarding Proposed Minimum Wage Referendum

Damon Yakovleff damon.yakovleff@gmail.com via portlandmaine.gov

Fri, Aug 22, 9:24 AM (3 days ago)

to council, publiccomment, Danielle

A note to City Staff: My previous comment on this item for the July 14 Council meeting did not appear in the packet. Please ensure that this does so, thank you.

Mayor Dion and City Councilors,

I am strongly supportive of the minimum wage referendum proposal as recommended to the City Council by the Housing & Economic Development Committee. The backup materials provided for the item support this conclusion. Portland is a high cost city, and if we are going to give our lowest paid workers a chance to make ends meet, we should have a higher minimum wage. Furthermore, a higher minimum wage will counter the recent devastating cuts to federal anti-poverty programs.

I am not supportive, however, of the proposed amendment to exempt employers with fewer than 50 employees from Portland's minimum wage ordinance. The last thing we need to do is leave a large number of workers behind. Moreover, this creates unnecessary complexity and enforcement challenges.

The Council should instead send voters the "clean" language as approved by the Committee. I believe this will be broadly supported and very likely pass this November. Muddying the waters with unnecessary exemptions that leave some workers behind, however, will lead to strife and conflict. What we need right now is economic solidarity, not division.

I understand there are concerns about unintended effects the increase in the minimum wage may have on certain economic sectors, in particular child care providers. But I do not think an exemption from the wage requirement is the best way to address this. Instead, I believe a better approach to support this sector is to create a subsidy program, similar to the one in place at the state level, using local funds that will be available after municipal pension bond obligations are paid down. Given the long phase in period of the proposed wage increase, there would be plenty of time for the Council to stand up such a program. To be clear, this should be done as an entirely separate process from amending the minimum wage ordinance.

I think it is especially important to note that the higher wage will greatly benefit people of Portland's marginalized communities. This is all the more important given the draconian cuts to federal anti-poverty programs, weakening of rule of law, and targeting of the immigrant populations.

I regretfully will not be able to attend the Monday, Aug. 25 Council Meeting in person due to a work conflict, but appreciate your attention to my written comments. Thank you for your time and attention to this important policy.

Sincerely,

Damon Yakovleff
Bolton St.
Portland

Public comment on \$20 Minimum wage from 48 local businesses

David Turin david@davidsrestaurant.com via portlandmaine.gov

Attachments

Fri, Aug 22, 9:49 AM (3 days ago)

to publiccomment, mdion, pali, afournier, bgrant, smichniewicz, wpelletier, rphillips, abullett, ksykes

Good morning Mayor Dion and Members of the Portland City Council,

Please accept the attached letter from me and 47 other small Portland small business operators into the record for public comment regarding the \$20 minimum wage proposal.

Please feel free to contact me at your convenience for any further comment, questions or discussion. I am most easily contacted on my cell phone with the number listed below

Thank you very much,

David Turin

Chef/Proprietor

David's Restaurant

22 Monument Square

Portland, ME 04101

My cell 207-423-1986

Portlanders for a Thriving Community

August 1, 2025

Re: Opposition to Proposed \$20/hour Minimum Wage

Mayor Dion and Members of the Portland City Council,

As 48 Portland-based small businesses and nonprofit organizations, we are deeply concerned about the proposed ordinance to increase the citywide minimum wage to \$20 per hour. We urge you to oppose this measure and consider the significant, lasting consequences it would have on our city's economic health and the vital services our organizations provide.

When this item was referred to the committee last summer, there was a clear commitment to hold robust community consultation with all affected stakeholders. Unfortunately, that has not happened. The committee has held no meaningful discussions on the rationale behind the specific \$20/hr figure, nor has it produced any public framework to address how the city will manage the significant financial, service, and staffing impacts of this ordinance.

This proposal would make Portland the first city on the east coast to implement a universal \$20 minimum wage—an increase of nearly 30% over the current \$15.50 hourly rate. We are proud to support our workers with fair wages, but this sudden increase—introduced without a clear plan for implementation—poses real and immediate risks to our city's economy, essential services, and taxpayers

Essential Services in Jeopardy

Many of our city's vitally important nonprofit organizations—childcare centers, health clinics, human service nonprofits, and local community providers—operate under state and federal reimbursement rates that will not increase to accommodate higher labor costs. Without corresponding adjustments to those reimbursement rates, they will face impossible decisions: reduce services, lay off staff, or shut down altogether. These aren't just operational challenges, they're real threats to the wellbeing of Portland families.

Nowhere is this more acute than in childcare. Recent state investments had finally lifted average wages in this sector above \$16 per hour. But with up to \$30 million in funding cuts proposed by Governor Mills, those gains are at risk of being erased. If those cuts go through, average wages will fall below \$16 again, just as this ordinance would require providers to pay \$20. We support better pay for childcare workers but ignoring these fiscal realities will only deepen Portland's childcare crisis.

Federal Uncertainty and Rising Costs from Tariffs

This proposal comes at a time of extraordinary economic uncertainty on the national stage. The return of the Trump administration has brought significant policy shifts, especially in healthcare and social service funding—creating serious concerns for nonprofit and service providers reliant on federal funding. At the same time, unpredictable tariffs and trade disputes are driving up the cost of goods and materials that small businesses depend on. These pressures, combined with historic inflation, are creating an environment where a sudden, sharp wage increase could tip many local employers into crisis.

A Disproportionate Burden on Local Employers

While large national corporations may be able to absorb the costs of a \$20 wage by spreading them across operations in other markets, Portland's small, independent businesses and nonprofits do not have that

Portlanders for a Thriving Community

option. We are rooted here, operating on tight margins, and we face the full financial impact of this mandate. Portland's distinct local economy—one defined by small-scale entrepreneurship, community-based care and creative enterprise—is at risk.

Portland's Wage Policy Already Includes Inflation Adjustments

In 2020, Portland voters approved a phased increase to a \$15 minimum wage by 2024, with automatic adjustments for inflation thereafter. That policy is working as intended, ensuring steady wage growth while giving employers a predictable framework for planning. A jump to \$20 undermines that voter-approved process and will shock an already fragile system.

Rising Property Taxes Will Hit Residents Hardest

There has been no serious discussion about how this proposal will affect the city budget, or the residents who fund it. When this proposal was first analyzed in the summer of 2024, the City's Finance Director estimated it would cost the city over \$11 million per year when fully implemented. As you all know, the City of Portland is facing a nearly \$9 million budget shortfall for the upcoming fiscal year. Portland's homeowners and renters cannot afford another tax increase, especially one that may erase the very wage gains this policy is intended to create.

We ask that you stand with Portland's small businesses, nonprofits, and frontline service providers—those who make our city strong, vibrant, and equitable. We support fair wages, and this proposal goes too far, too fast, without the support systems to make it sustainable. Policies of this scale must be grounded in facts, built with community input, and supported by sustainable funding. Please vote no on the \$20 minimum wage ordinance.

Sincerely,

David's Restaurant
Eldredge Lumber & Hardware
Definitive Brewing Company
Fore Points Marina
CycleBar Portland
Granite Coast Properties
Casco Bay Food & Beverage
MPX
Northeast Air
Three Dollar Deweys
Thames Landing
Play It Again Sports
Work & Trust Services
Friends of the Kotzschmar Organ
Imagination Station Learning Center
Evo Kitchen & Bar

DiMillo's on the Water
Coffee By Design
Port Resources
Harbor Fish Market
McFarland Spring Corp.
Planet Fitness Portland
Gritty McDuff's Brewing
Palmer Spring
Green Clean Maine
Leavitt & Sons Deli
Black Elephant Hostel
Ramada Plaza Portland
Port City Architecture
Headlight Audio Visual
GEICO Portland
Old Port Card Works

Growing Tree Childcare
Portland Pilots Inc.
Springborn Staffing
Sparkling Clean
Goldfish Swim School
EA Fitness & Performance
Magnusson Balfour
Shipyard Brewing
Words @ Work
Flyte New Media
Fire On Fore
Dock Fore
Miss Portland Diner
VFW Post 6859
Twelve
Old Port Candy

I just signed a petition for a \$20 min wage in Portland

'Ethan Strimling' via Public Comment

Thu, Aug 21, 6:03 PM (4 days ago)

to publiccomment

Councilors Portland City Council Portland City Council,

Please vote yes in support of sending the \$20 minimum wage to voters, and vote no on the Pious Ali amendment excluding 10,000 workers from getting a raise. Please stand with workers and against big business.

Ethan Strimling
ethanstrimling@gmail.com
655 Congress St, 618
Portland, Maine 04101

'Kyle Whisler' via Public Comment
Thu, Aug 21, 6:15 PM (4 days ago)
to publiccomment

Councilors Portland City Council Portland City Council,

Please vote yes in support of sending the \$20 minimum wage to voters, and vote no on the Pious Ali amendment excluding 10,000 workers from getting a raise. Please stand with workers and against big business.

Kyle Whisler
mykindofjoke@gmail.com
82 Park Ave, Apt 5
Portland, Maine 04101

'Jenson Steel' via Public Comment
Thu, Aug 21, 6:17 PM (4 days ago)
to publiccomment

Councilors Portland City Council Portland City Council,

Please vote yes in support of sending the \$20 minimum wage to voters, and vote no on the Pious Ali amendment excluding 10,000 workers from getting a raise. Please stand with workers and against big business.

Jenson Steel
jnsteel@gmail.com
30 West St,
Portland, Maine 04102

'Tracy Tingley' via Public Comment
Thu, Aug 21, 6:19 PM (4 days ago)
to publiccomment

Councilors Portland City Council Portland City Council,

Please vote yes in support of sending the \$20 minimum wage to voters, and vote no on the Pious Ali amendment excluding 10,000 workers from getting a raise. Please stand with workers and against big business.

Tracy Tingley
equallaw4u@aol.com
87 St. Lawrence ST, Apt. 4
Portland, Maine 04101

'Leo Kucewicz' via Public Comment
Thu, Aug 21, 6:21 PM (4 days ago)
to publiccomment

Councilors Portland City Council Portland City Council,

Please vote yes in support of sending the \$20 minimum wage to voters, and vote no on the Pious Ali amendment excluding 10,000 workers from getting a raise. Please stand with workers and against big business.

Leo Kucewicz
j14lion@gmail.com
201 Black Walnut Drive
Phoenixville, Pennsylvania 19460-4856

'Danielle Nelson' via Public Comment
Thu, Aug 21, 6:25 PM (4 days ago)
to publiccomment

Councilors Portland City Council Portland City Council,

Please vote yes in support of sending the \$20 minimum wage to voters, and vote no on the Pious Ali amendment excluding 10,000 workers from getting a raise.

I was raised by a teen single mom who worked in the service industry. Service workers, and the families they support, deserve to receive a fair wage and employers should not be allowed to push the cost of paying for labor to run their business onto their customers. Tipping is unheard of in other cultures so it obviously works for employers to simply pay people fairly for their labor.

I remember the day I realized she only made a few dollars an hour, nearly all of which went to taxes, and had to hustle for the rest. It's a devastating realization to have as a child. I watched how hard she worked and the toll it took on her body and mind. Service workers do not have consistent access to healthcare. I have lifelong chronic health issues from a lack of prompt and/or preventative healthcare as a child and my mother has chronic health issues from repetitive strain injuries associated with waitressing for 25 years. People should be paid enough money from their full time jobs to meet their basic needs. Anything else is a failure of the society or business or both.

Please stand with workers and against big business.

Danielle Nelson
danielle412@gmail.com
26 Noyes St.
Portland, Maine 04103

'Benjamin Cates' via Public Comment
Thu, Aug 21, 8:01 PM (4 days ago)
to publiccomment

Councilors Portland City Council Portland City Council,

Please vote yes in support of sending the \$20 minimum wage to voters, and vote no on the Pious Ali amendment excluding 10,000 workers from getting a raise. Please stand with workers and against big business.

Benjamin Cates
cates.benjamin.p@gmail.com

Portland, Maine 04101

'Jessica Butts' via Public Comment
Thu, Aug 21, 8:28 PM (4 days ago)
to publiccomment

Councilors Portland City Council Portland City Council,

Please vote yes in support of sending the \$20 minimum wage to voters, and vote no on the Pious Ali amendment excluding 10,000 workers from getting a raise. Please stand with workers and against big business.

Jessica Butts
ginkobot77@yahoo.com
13 Emerson St
Portland, Maine 04101

'Kristen Cates' via Public Comment
Thu, Aug 21, 8:43 PM (4 days ago)
to publiccomment

Councilors Portland City Council Portland City Council,

Please vote yes in support of sending the \$20 minimum wage to voters, and vote no on the Pious Ali amendment excluding 10,000 workers from getting a raise. Please stand with workers and against big business.

Kristen Cates
kristentcates@gmail.com
128 Park Ave Apt 8
Portland, Maine 04101

'Kristen Stake' via Public Comment
Thu, Aug 21, 10:49 PM (4 days ago)
to publiccomment

Councilors Portland City Council Portland City Council,

Please vote yes in support of sending the \$20 minimum wage to voters, and vote no on the Pious Ali amendment excluding 10,000 workers from getting a raise. Please stand with workers and against big business.

Kristen Stake
kristen.stake@gmail.com
93 Concord St
Portland , Maine 04103

'grace angle' via Public Comment
Fri, Aug 22, 8:21 AM (3 days ago)
to publiccomment

Councilors Portland City Council Portland City Council,

Please vote yes in support of sending the \$20 minimum wage to voters, and vote no on the Pious Ali amendment excluding 10,000 workers from getting a raise. Please stand with workers and against big business.

grace angle
graceface4619@yahoo.com
14 winter st
portand , Maine 04102

'Alana Woodbury' via Public Comment
Fri, Aug 22, 9:20 AM (3 days ago)
to publiccomment

Councilors Portland City Council Portland City Council,

Please vote yes in support of sending the \$20 minimum wage to voters, and vote no on the Pious Ali amendment excluding 10,000 workers from getting a raise. Please stand with workers and against big business.

Alana Woodbury
woodbury.alana@gmail.com

Portland, Maine 04102

'Lisa Buck' via Public Comment
Aug 22, 2025, 10:04 AM (3 days ago)
to publiccomment

Councilors Portland City Council Portland City Council,

Please vote yes in support of sending the \$20 minimum wage to voters, and vote no on the Pious Ali amendment excluding 10,000 workers from getting a raise. Please stand with workers and against big business.

Please do right for all people.

Lisa Buck
Portland Me Resident

Lisa Buck
lbuckpland@gmail.com
305 Commercial Street, Apt 660
Portland, Maine 04101

I just signed a petition for a \$20 min wage in Portland

Sydney Avitia sydney@maineworkers.org via portlandmaine.gov

Fri, Aug 22, 10:29 AM (3 days ago)

to publiccomment

Councilors Portland City Council Portland City Council,

Please vote yes in support of sending the \$20 minimum wage to voters, and vote no on the Pious Ali amendment excluding 10,000 workers from getting a raise. Please stand with workers and against big business.

Sydney Avitia

sydney@maineworkers.org

103 Highland St Apt 5

Portland, Maine 04103

Minimum wage increase

Pete Leavitt leavittandsons@gmail.com via portlandmaine.gov

Fri, Aug 22, 11:19 AM (3 days ago)

to afournier, pali, bgrant, rphillips, abullett, publiccomment

We all agree that living on the peninsula is difficult, and expensive. But raising the minimum wage to the highest level in the United States is not the answer.

First off, all my staff make well over \$20/hr including generous tips from our customers. But please recognize that in the past 12 months, my cost of goods has gone up over 15%, my labor costs have increased 12%, mostly due to the fact that I match their IRA contributions, but I have always tried to compensate my staff as well as possible. In the past 10 years the hourly wage my staff earns has gone up almost 80%.

When I signed my lease in 2017, the Common Area Maintenance charges were estimated to be \$300/month. Today, they are closer to \$1300, every month. Although some of this huge increase is due to rising insurance costs, most of it is due to the increase in property taxes that my landlord pays, and passes those costs on to me.

Electricity is more expensive, property maintenance is more expensive, everything is more expensive to run a business now. The increase in costs over the past 5 years is unlike anything I have seen in the almost 20 years I have been in business.

I have been absorbing the rising costs for the past 18 months, but I can no longer afford to. I have not cashed my own paycheck in 6 months, and this is not sustainable. I must raise my prices to stay afloat. Raising the minimum wage will drive many small businesses like mine out of the city. The only remaining restaurants will be the high price, tourist driven operations. This is a far cry from the Portland I know and have loved for over 30 years.

I understand that everyone is subject to these same rising costs. But the biggest cost driver seems to be housing. Living on the peninsula is extremely costly. But raising the minimum wage is not the answer.

Outlaw hedge funds and private equity funds from buying single family homes. Outlaw, or at least effectively manage AirBNB and other rental platforms for single family homes. Focus city building projects on affordable housing for the people actually working, and working in the city.

Pete Leavitt

Leavitt & Sons Delis

Fwd: Thoughts on the Proposed \$20/hr Minimum Wage Increase

Robert Lawson robertfentonlawson@gmail.com via portlandmaine.gov
Fri, Aug 22, 11:30 AM (3 days ago)
to publiccomment

Begin forwarded message:

From: Robert Lawson <robertfentonlawson@gmail.com>
Subject: Thoughts on the Proposed \$20/hr Minimum Wage Increase
Date: August 22, 2025 at 11:27:49 AM EDT
To: abullett@portlandmaine.gov

Dear Anna,

Thank you for your involvement on the City Council.

For 13 years, LFK has been serving the West End with excellent food and cocktails.

In the five years since Covid, our back-of-the-house staff (cooks) went from \$13/hr to \$23/hr.

When we started out in 2012, we were paying \$3.50/hr for tipped-in staff (waitstaff and bartenders). Now it's \$8/hr.

Our weekly payroll has gone from \$3,500 to \$7,500.

With inflation impacting our cost for food products and beverages and the increased expenses for rent, utilities, and other fixed costs, our profit margin is razor thin.

Increasing the minimum wage in Portland to \$20/hr would translate to \$10.50/hr for our tipped-in staff.

This would force us to reduce staff, increase menu prices for everything, and possibly go out of business.

We are seeing a downturn this summer in sales. Normally, we depend on summer revenue to help us get through the slower, winter months.

A YES vote to jump the minimum wage to \$20/hr would be for us the final nail in the coffin.

Again, with appreciation for your work on behalf of the citizens of Portland,

Rob Lawson
Jack Welliver

Owners of LFK

Please Oppose the \$20 Minimum Wage Proposal

Michael Rankin mrankin@definitivebrewing.com via portlandmaine.gov

Fri, Aug 22, 2:25 PM (3 days ago)

to mdion, afournier, bgrant@portlandmaine.gov, pali, smichniewicz@portlandmaine.gov, wpelletier@portlandmaine.gov, rphillips@portlandmaine.gov, rphillips, abullett@portlandmaine.gov, ksykes@portlandmaine.gov, publiccomment

Dear Members of the Portland City Council,

I'm writing to you not just as a resident, but as someone who cares deeply about Portland's small business and non-profit community. The proposed jump to a \$20/hour minimum wage would be devastating for locally owned businesses like mine, and I urge you not to advance it to the November ballot.

Unlike national chains, small businesses don't have deep pockets or out-of-town revenue to cushion the blow. A nearly 30% wage increase on top of already high costs—rent, utilities, supplies, and inflation—would force many of us to make painful choices: cutting staff, raising prices beyond what our customers can afford, moving to another city, or closing our doors altogether. Portland's unique local business community, which gives this city its character and charm, cannot sustain this kind of mandate.

This proposal also overlooks the fact that Portland's minimum wage is already tied to inflation and set to grow responsibly over time. Pushing it to \$20/hour—well beyond what even the largest cities in the country require—puts small businesses and non-profits here at an unfair disadvantage and risks hollowing out our local economy and community.

I hope the Council will recognize the harm this proposal would cause and use its authority to stop it from advancing. Please don't side-step your responsibility to make this decision yourselves. There's no reason for this issue to reach the ballot. Protecting Portland's small businesses and non-profits means protecting jobs, neighborhoods, and the character of our city.

Thank you for your leadership and for considering the real impact this decision will have on the people who live and work here.

Sincerely,

Michael Rankin, Founder/Chief Executive Officer
Definitive Brewing Company
207-446-4746 | cell
definitivebrewing.com

I just signed a petition for a \$20 min wage in Portland

'Nancy Walker' via Public Comment

Fri, Aug 22, 11:01 AM (3 days ago)

to publiccomment

Councilors Portland City Council Portland City Council,

Please vote yes in support of sending the \$20 minimum wage to voters, and vote no on the Pious Ali amendment excluding 10,000 workers from getting a raise. Please stand with workers and against big business.

Nancy Walker

nancyluluwalker@gmail.com

18 Quebec St., #2

Portland, Maine 04101

'Catherine Gerteis' via Public Comment

Fri, Aug 22, 12:07 PM (3 days ago)

to publiccomment

Councilors Portland City Council Portland City Council,

Please vote yes in support of sending the \$20 minimum wage to voters, and vote no on the Pious Ali amendment excluding 10,000 workers from getting a raise. Please stand with workers and against big business.

Catherine Gerteis

kateshaffer1128@gmail.com

61 Saint Lawrence St. Apt 1

Portland, Maine 04101

'Digory Lumpkins' via Public Comment
Fri, Aug 22, 1:40 PM (3 days ago)
to publiccomment

Councilors Portland City Council Portland City Council,

Please vote yes in support of sending the \$20 minimum wage to voters, and vote no on the Pious Ali amendment excluding 10,000 workers from getting a raise. Please stand with workers and against big business.

Digory Lumpkins
digory.lumpkins@gmail.com
24 Gilman St., Apt. 1
PORTLAND, Maine 04102

'Matthew Trimble' via Public Comment

Fri, Aug 22, 1:40 PM (3 days ago)

to publiccomment

Councilors Portland City Council Portland City Council,

Please vote yes in support of sending the \$20 minimum wage to voters, and vote no on the Pious Ali amendment excluding 10,000 workers from getting a raise. Please stand with workers and against big business.

Matthew Trimble

mattytiz@gmail.com

60 Grant Street Apt 8

Portland , Maine 04101

Judd Hume' via Public Comment
Fri, Aug 22, 4:38 PM (3 days ago)
to publiccomment

Councilors Portland City Council Portland City Council,

Please vote yes in support of sending the \$20 minimum wage to voters, and vote no on the Pious Ali amendment excluding 10,000 workers from getting a raise. Please stand with workers and against big business.

Judd Hume
jwilliamhume@gmail.com
10 Congress Sq Plaza, Apt. 116, Apt. 116
PORTLAND, Maine 04101

order 25-ch33

smccart1@maine.rr.com via portlandmaine.gov

Attachments

Sat, Aug 23, 11:12 AM (2 days ago)

to publiccomment@portlandmaine.gov

I am writing (again) in opposition to order 25 - ch 33, to send to the ballot the \$20 minimum wage.

Why are we here, again? In part, because we were lied to by the Housing and Economic Development Committee.

When we were before the council in August of last year, it was an overwhelming majority of speakers in opposition to the increase. When it was tabled and sent to committee, we were told that we would be included in the process of looking at this increase.

My phone never rang with an invitation to be involved in the process, nor any of the businesspeople that spoke before council that night. Instead, it was pushed forward by the few that were in favor of the higher minimum wage.

I hope that on your way to the council meeting on Monday night, that you walk (if you dare), or drive down Congress Street and take in all of the closed storefronts.

If this order goes to the ballot and passes, there will be many storefronts joining them. It will not stop on Congress. It will spread to Commercial Street, the Old Port, and beyond.

Do some quick math as to what this would do to the payrolls of the Seadogs, Cross insurance Center and other event spaces. 50 - 100 employees for 6 hours per event.

A restaurant like Dimillo's with 50 people on per shift, would see an increase of \$2000 per shift.

It also would not stop there. If a busser is now making what the dishwasher was making, the dishwasher will want an increase. So will the prep cook. So will the line cook, all the way up to the chef.

This will also leave Portland businesses at a disadvantage. If a hardware store in Portland has to pay \$20 an hour, the prices will go up to support the wage. The prices at a hardware store in South Portland will not go up, because they are not paying \$20 an hour. People will drive to South Portland to make a purchase and save money.

The same will hold true in restaurants, shops and grocery stores.

Please take the time to look at the attached list of restaurants that have closed in Portland since Covid.

Please do not force more names to be added to this list.

For do not send order 25-33 to the ballot

Shaun McCarthy

500 Baxter Blvd

President

Dock Fore inc

Portland restaurants,bars and coffee shops that have closed since 2020

- Lio
- Citrus
- Bills Pizza
- Little Giant
- Figgys
- MJ Wine bar
- Adas
- Chee Vit Dee
- Sebago
- The Yard
- Queenies Castle
- Baharat
- Katahdin
- Hugos
- Copper Branch
- Thai Essan
- Bull Feenys
- Jakes
- Rosemont Market and Wine
- Rivalries
- Rubys West End
- Pats Pizza
- Petite Jacqueline
- Danforth
- Bar & Bites
- Banded Brewing
- Old Port Slice Bar
- Radici
- Other Side Deli
- Snug
- Cabana
- Stars & Stripes
- Bao Bao
- Broken Arrow
- Elsmere
- Parkers
- Venas
- Walters
- Coffee by Design (2 locations)
- TortillaFlat
- Dry Dock
- Bingas Stadium
- Blue Spoon
- Pizziaolo Forest Ave
- Five Guys
- B Good
- Back Bay Grill
- Marks Tap House

Marks Place
Rickys Tavern
The Tree House
Little Woodford
Four Points Marina
Starbucks (2 locations)
Brgr Bar
The Bar
Drifters Wife
The Helm
Hilltop Coffee
Piccalo
Dogfish
Pizza Joint
Bonobo Pizza
Silver House
Saint Joes
Ernies pool hall
Blue Rooster
Little Tap House
Rick's lobby cafe
Jager
Genos
Norm's Downtown lounge
Lena's
A & C grocery
Eaux
Timber
Full Turn
Mellon St Market & bar
Sapporo
oh no
Thistle and Grousse
Sisters
coals bayside
golden lotus
Jakes
north point
nosh taco
cocktail mary
otto ,congress and wash
sissle & daughter
Samuels
Paper Tiger

I am a small business owner and just signed a petition for a \$20 min wage in Portland

'Avril Williams' via Public Comment

Sat, Aug 23, 1:27 PM (2 days ago)

to publiccomment

Councilors Portland City Council Portland City Council,

Please vote yes in support of sending the \$20 minimum wage to voters, and vote no on the Pious Ali amendment excluding 10,000 workers from getting a raise. Please stand with workers and against big business.

Regardless of the number of employees a company has, those employees are deserving of a livable wage. EVERY employee should be making at least \$20/hour.

Avril Williams

kalidreamn12@yahoo.com

12 Sara Lane

Portland, Maine 04103

I just signed a petition for a \$20 min wage in Portland

'Nathaniel Stephenson' via Public Comment

Sat, Aug 23, 9:26 AM (2 days ago)

to publiccomment

Councilors Portland City Council Portland City Council,

Please vote yes in support of sending the \$20 minimum wage to voters, and vote no on the Pious Ali amendment excluding 10,000 workers from getting a raise. Please stand with workers and against big business.

Nathaniel Stephenson

njstephenson12@gmail.com

164 Baxter Boulevard 2

Portland, Maine 04101

'Abshalom Post' via Public Comment
Sat, Aug 23, 1:32 PM (2 days ago)
to publiccomment

Councilors Portland City Council Portland City Council,

Please vote yes in support of sending the \$20 minimum wage to voters, and vote no on the Pious Ali amendment excluding 10,000 workers from getting a raise. Please stand with workers and against big business.

Abshalom Post
benpost5@yahoo.com
255 Spring St., Apt. 2
Portland, Maine 04102

'Lexi Johnson' via Public Comment
Sat, Aug 23, 9:27 AM (2 days ago)
to publiccomment

Councilors Portland City Council Portland City Council,

Please vote yes in support of sending the \$20 minimum wage to voters, and vote no on the Pious Ali amendment excluding 10,000 workers from getting a raise. Please stand with workers and against big business.

Lexi Johnson
lexisaoirse@gmail.com
52 Hanover St
Portland ME, Maine 04101

'Jack Haskell' via Public Comment
Sat, Aug 23, 9:37 AM (2 days ago)
to publiccomment

Councilors Portland City Council Portland City Council,

Please vote yes in support of sending the \$20 minimum wage to voters, and vote no on the Pious Ali amendment excluding 10,000 workers from getting a raise. Please stand with workers - the lifeblood of the city. It is not a matter of protecting economic growth, there is no way for Portlanders to live here, raise a family, and live safely without an increase in wages.

Jack Haskell
Jack.haskell555@gmail.com
227 pleasant ave
Portland , Maine 04103

'Matea Andruk' via Public Comment
Sat, Aug 23, 11:10 AM (2 days ago)
to publiccomment

Councilors Portland City Council Portland City Council,

Please vote yes in support of sending the \$20 minimum wage to voters, and vote no on the Pious Ali amendment excluding 10,000 workers from getting a raise. Please stand with workers and against big business.

Matea Andruk
portagearoundthesun@gmail.com
37 Arlington Street, Apt 2
Portland, Maine 04101

'JAKE Gamache' via Public Comment
Sat, Aug 23, 11:56 AM (2 days ago)
to publiccomment

Councilors Portland City Council Portland City Council,

Please vote yes in support of sending the \$20 minimum wage to voters, and vote no on Pious Ali's amendment excluding 10,000 workers from getting a raise.

If you're thinking about not voting for this I would strongly encourage you to go talk to workers in kitchens, in grocery stores, in the hotels, and at the hospitals and tell them you're not sure if they deserve \$40,000 a year. See how they respond to that before you decide to vote against the referendum.

JAKE Gamache
jacobgamache06@gmail.com
49 Falmouth St Apt 2A
Portland, Maine 04103

'Julia Ackerly' via Public Comment
Sat, Aug 23, 12:17 PM (2 days ago)
to publiccomment

Councilors Portland City Council Portland City Council,

Please vote yes in support of sending the \$20 minimum wage to voters, and vote no on the Pious Ali amendment excluding 10,000 workers from getting a raise. Please stand with workers and against big business.

Julia Ackerly
juliaackerly@gmail.com
120 Park Ave #11
Portland, Maine 04101

'Rebecca Zinkowski' via Public Comment
Sat, Aug 23, 12:38 PM (2 days ago)
to publiccomment

Councilors Portland City Council Portland City Council,

Hello,

I've lived in Portland for 4 years. I have a master's degree and 20 years of experience in my field and have to work 2 jobs to afford my apartment. If someone like me finds it a challenge to afford this city, you have to imagine that it is even more difficult for individuals who make far less. Please vote yes in support of sending the \$20 minimum wage to voters, and vote no on the Pious Ali amendment excluding 10,000 workers from getting a raise. Please stand with workers and against big business.

Rebecca Zinkowski
rebecca.zinkowski@gmail.com
15 bramhall st
Portland , Maine 04102

Attached below are 42 letters sent to councilors in support of the council sending the \$20 minimum wage proposal to the voters this November.

Letter #1

Subject: Support a \$20 Minimum Wage For All Portland Workers

I support the proposal by Councilors Regina Phillips and Kate Sykes and I encourage you to join them. I believe this proposal is very reasonable as it raises the wage to \$20 over four years (by 2029). It is an opportunity to help bring hundreds of Portlanders out of poverty and to make our city more affordable for thousands. In addition, raising the wage to \$20 an hour will bring us in line with dozens of municipalities across the country. Many cities in Washington and California are already at \$20, and many others like Denver, Colorado and Flagstaff, AZ are well on their way.

I urge you to support the proposal by Councilors Regina Phillips and Kate Sykes and to oppose the amendment offered by Councilor Pious Ali and supported by the Chamber of Commerce.

Thank you.

From:
Caitlin Enz
Portland, ME, 04102

Letter #2

Subject: Support a \$20 minimum wage

Hello,

I am writing to strongly encourage raising the minimum wage in Portland to \$20. Many of my friends work in the service industry, and raising the minimum wage would seriously improve their ability to live in and enjoy this tremendous city. Portland is a wonderful place, but many of the most important workers here are being driven out due to high rent and rising cost of living. Raising the minimum wage to a very reasonable \$20 would get many people closer to being able to afford to stay in this great city. We don't want to lose the people that make this place work!

Thank you.

From:

Peter Kelly

25 Granite St Apt 1, Portland, ME, 04103

Letter #3

Subject: Min. wage

It's time.... Get it done.

Thanks you!

From:

Sam Orlich

2938 s 15, Milwaukee, WI, 53215

Letter #4

Subject: \$20

I support \$20 for all. Thank you.

From:

Eli Edgecomb

P.O. Box #1023, Scarborough, ME, 04070

Letter #5

Subject: A livable Portland

I'm writing today in support of a higher minimum wage for Portland. People who work in Portland can't afford to live there or the greater area for that matter. They have to worry about the rising cost of everything without compensation to match.

As a lifelong Mainer, we've always been a small welcoming community. In order to keep Maine as we know it, workers need to be supported to continue making Maine and Portland what it is.

Thank you!

From:

Jaimee Lambert

15 Libby Street, Portland, ME, 04103

Letter #6

Subject: Living and Working in Portland

I have lived and or worked in Portland for just over 10 years, grew up in Kennebunk and I now live in Brunswick because I got blackballed by an area landlord (while pursuing a legal matter that we eventually settled) who as many of you should know have been ranked as the second worst landlords in the country thanks to a national survey. I needed a place to live unfortunately and I was lucky enough to land close by in Brunswick. Obviously the rent board is doing good work and I am personally involved with the Portland tenants Union and the DSA. I have a history of driving mostly food delivery and rideshare in the greater Portland area and for years our rates have been cut making it harder and harder to survive. Each time one of these initiatives have been proposed, people like myself have been excluded allowing these larger companies to not have to pay as well even while consumer use costs across the board have consistently increased. Now there's a proposal to raise the minimum wage to \$20 over 4 years and I don't think that that's fast enough given that in 2020 we passed a bit of legislation that was supposed to raise the minimum wage to \$18 an hour by 2024 and then nothing got followed through on. If this bill is to pass we should be ensuring minimum wage automatically gets bumped for the city of Portland to \$18 with annual step increases to \$20 by 2027. The minimum wage being bumped to \$18 in my opinion should be effective immediately given the city's previous failure to follow through on enforcing voter supported legislation. I also have significant concerns because of the proposed restrictions so that this minimum wage increase virtually affects nobody as most individual businesses due to LLC structures and or standardized franchise models would not qualify. The businesses that it would affect are effectively large corporate entities where the people who work for them already make significantly above minimum wage or in many other cases where for years they've paid well above minimum wage anyways. As currently constituted the measurable impact will be limited to be nonexistent especially since the only people it will actually impact are some grocery store level employees at the two Hannaford stores, events staff at some other concert venues and the sport venues as everyone else with at least 50 employees or more already pays well above minimum wage and 90% of the city is estimated to have fewer than 50 employees. I also additionally don't appreciate that in my industry while our incomes have remained stagnant or consistently been decreased dating all the way back to 2017 that nobody has ever stepped forward and actually attempted to extend these protections to independent contractors like us. Independent contracting is a increasingly frequent model that businesses use to skirt standard employee protections and in a city like Portland where the service industry is integral to long-term development and success forgetting about a sizable subset of the service industry is a significant problem. I also am not a fan of excluding tipped workers entirely and I would implore you to consider ensuring that they still get the benefits of the citywide minimum wage in the event that after averaging out their base tipped worker wage and their tips that they would make no matter what at least \$20 an hour once this legislation ran full track. Such legislation helps no one if large subsets of the population it is intended to help are excluded. Then you've got the independent contractors in the food delivery and rideshare space (even if they only apply to trips that begin or end within the city limits) would be an important step for another oft ignored subset especially for service workers in the gig work space where tips vary anywhere from 30% (typically the high water mark when driving passengers) to as much as 65% of your income (when delivering food or groceries). The initial concept while novel is good but it is severely lacking and is essentially tantamount to lip service. People who live and/or work in Portland are not interested in people who go through the motions, suggest subpar

policies and legislation simply to save face and pretend that they tried.

From:

Ian Nadeau

24 Spring Street Apt D, Brunswick, ME, 04011

Letter #7

Subject: On the Raising of the Minimum Wage in Portland.

Honored Councilors,

As a concerned American citizen of Pennsylvania, I support the proposal by councilors Regina Phillips and Kate Sykes to raise the minimum wage of Portland to \$20 an hour. I thank them for their courage in proposing such a law and hope you will join them. I stand with the above against the proposal of Councilor Pious Ali and supported by the Chamber of Commerce.

The proposal for \$20 is reasonable in that it raises the wage to \$20 over four years (by 2029).

Raising our minimum wage to \$20 will help bring hundreds of Portlanders out of poverty and will make your city more affordable for thousands.

The rent is too damn high, and raising their wages can help ease that burden.

Raising the wage to \$20 an hour will bring you in line with dozens of municipalities across the country. Many cities in Washington and California are already at \$20, and many others like Denver, Colorado and Flagstaff, AZ are well on their way.

From:

Leo Kucewicz

201 Black Walnut Drive, Phoenixville, PA, 19010

Letter #8

Subject: Livable wage

The wage has to be atleast 20 dollars an hour. I don't understand why people want workers to work for low wages. We are all in this together. If the lowest wage workers among us get a decent wage then it floats all economies. When you vote do it with the foresight that your making Portland a more livable city that we can all take pride in

From:

JOAN ANDREW

457 CUMBERLAND AVE APT 12, PORTLAND, ME, 04101

Letter #9

Subject: Underpaid Nonprofit Work

Good Afternoon Mayor Dion and Councilors,

My name is Anna Schmidt and I live in the East Deering neighborhood in Portland, ME. I am writing to you to express my support for the proposal by Councilors Regina Phillips and Kate Sykes. I also would like to thank them for bringing this proposal forward and for supporting low income Mainers living in Maine's largest city. I would also like to oppose the ammendment proposed by Council Ali.

I have worked in Maine's, and specifically Portland's nonprofit industry for many years and have struggled to survive financially with the cost of living and the very low wages, always under \$20/hr. While I did wonderful work within this industry, it became unsustainable financially for me to continue the very hard work for under \$20/hr. By raising Portland's minimum wage, we will support working class residents who contribute in many ways to our city and state.

With soaring costs of rent, groceries, and other necessities, Portlanders desperately need an increase to the minimum wage. This will also bring us in line with other comparable cities across the US.

Thank you,

Anna Schmidt

From:

Anna Schmidt

9 Jordan Street, Apt 4, Portland, ME, 04103

Letter #10

Subject: Living wage.

Do you live on \$40,000 a year? The cost of living in Portland is high. Yes, some prices will go up with these wages. But those people eating out can better afford it than the person serving or cooking. Makes sense to me.

From:

Delene Perley

15 Middle St. Unit 302, Portland, ME, 04101

Letter #11

Subject: Fair is Fair

Nobody should have to work at the poverty level. It is shameful. Human beings should be able to afford to live comfortably.

From:

Andrei Tutunaru

44 spruce street, Portland, ME, 04102

Letter #12

Subject: Support for 20\$ Minimum Wage

As representatives of all the people of Portland, we need you to support an increase in the minimum wage. How the minimum isn't already \$20 an hour is absolutely ridiculous. You can't even buy a burger in this town for less than \$15.00. Groceries and dining are absurdly expensive, gas and utilities are very costly, and rents and homes have become shockingly high. How are families expected to survive, let alone thrive and stimulate the local economy? We may have a robust tourist business, but everyone knows our local community members are the true lifeblood of the city and they are who support local businesses in the off seasons.

In most expensive cities, salaries and wages are much higher to accommodate the higher cost of living for a diverse local population, thereby ensuring that all people, from all walks of life, can continue to bring their creative energy to that city. Being paid more also means that locals have more to spend.

When creative folks get squeezed out, cities become boring, dead zones that can only accommodate the wealthy. When the cost of living is too high and the pay is too low, the most vital people leave and start new communities in more affordable places. If you want Portland to remain the vibrant, quirky, innovative and highly visited city it has become, you need to support your local workers.

A 20\$ minimum wage should've been passed years ago. It's 2025 not 1985. Local workers and families simply cannot survive on less. Thank you!

From:

Robin LoRe

617 Washington Ave, Portland, ME, 04103

Letter #13

Subject: Increasing the Minimum Wage to \$20/hour

I am writing to voice my support for the proposal put forth by Regina Philips and Kate Sykes that would raise the minimum wage to \$20/hour for all works in the city of Portland. As a Parkside resident and a Portland public schools employee, I believe this would greatly increase the quality of living for so many folks like myself who are struggling to cover skyrocketing rent costs (among other things) and want to see the community we love thrive. I know other forward-thinking municipalities have already taken this step and seen great results, and I believe it is entirely reasonable seeing as it will take place over the course of the next four years. I want to make clear I DO NOT support the amendment put forth by Councilor Ali that would put unnecessary and unfair restrictions on which workers would receive this boost in pay. Portland workers deserve to be treated with dignity and respect, and the best way to ensure that is by supporting Councilors Philips and Sykes in their vision. Thank you for your time, as a lifelong resident of this city I hope we can collectively do all that we can to make Portland the best place to live for everyone.

From:

Ben Griffin

29 Grant St, Portland, ME, 04101

Letter #14

Subject: YES on Phillips/Sykes proposal, NO on Ali amendment

To not have a minimum wage of at least \$20/hour is wonton theft of the working class, by far the majority in this democracy, if that's what it's still called with a straight face. The BBB bill is unprecedented in its transfer of wealth from the poor and working class to the .1%, the ABSOLUTE LEAST Portland can do is a \$20 min wage in ALL sectors! Vote YES on Regina Phillips and Kate Sykes proposal and NO on the Pious Ali amendment.

From:

Daniel Gillespie

54 Turner Street, Portland, ME, 04101

Letter #15

Subject: Minimum wage

I support raising the minimum wage to \$20.00 per hour.

From:

Marilynn Vander Schaaf

135 LEXINGTON AVE, Portland, ME, 04103

Letter #16

Subject: Portland Livable Wage

First, I want to thank Regina Phillips and Kate Sykes for proposing a \$20/hour minimum wage in Portland. If passed, this policy will raise wages incrementally over the next four years—an important and necessary step toward meaningful change in our city. I strongly encourage the City Council to support this proposal and help make it a reality.

I moved to Portland in 2019 and started working as a babysitter and Airbnb cleaner, earning \$20/hour. At the time, my share of rent for a room in a two-bedroom apartment was \$600/month. With that income, I could afford rent, food, and basic necessities. Since then, I've held countless jobs across the city – large retail grocer, gelato server, apprentice electrician, bakery delivery driver, senior library assistant, high-end clothier tailor, and more. Despite the wide-range of jobs and required skills, I've never earned more than \$22/hour in any of these roles.

Meanwhile, the cost of living has skyrocketed. The average rent for a one-bedroom, or even just a room in an apartment, is now \$600 more per month than it was when I arrived. Yet wages haven't moved. A \$20/hour minimum wage won't just help lift hundreds of Portlanders out of poverty—it will reset the baseline. Right now, many business owners, both large and small, boast about paying \$20/hour, knowing it's far above the current minimum wage of \$15.5/hour.

In practice, \$20/hour has become the unofficial minimum wage. As a result, I've performed skilled work—like tailoring suits at a high end clothier on Portland's waterfront—for the same pay as a grocery store clerk. I've met coworkers at an Old Port gelato store making \$8/hour less than me for the exact same job, simply because they didn't negotiate as aggressively when hired. This wage stagnation, combined with rising costs, is unsustainable. It fails working class people, and it allows business owners (large and small alike) to exploit their workers.

Earlier this year, my boss told me she wanted me to take over one day as lead tailor and train others how to alter and mend clothing. When I asked if this role would come with the MIT-researched livable wage of \$25/hour, she scoffed and told me to find another job if I thought I could do better. So I did; I am now a small business owner and I do the exact same work, but for myself. Now, for the first time I see a financial path forward that's not clouded by struggle and exploitation.

As a new small business owner, I want to say that exempting small businesses over the health and safety of working people is not only unfair, it is unsustainable. We will lose our working people. We will lose our small businesses. We will see an even higher rise in homelessness, a drop in tourism, and more shuttered store-fronts. In just a few months of opening my business, I already expect to hire someone next year. If willing to put aside our greed, small business owners can survive the burden of a fair minimum wage – what we can't afford is the working class people of Portland moving elsewhere.

A \$20/hour minimum wage brings us in line with dozens of municipalities across the country. Let's not fall behind—let's rise to meet cities in California and Washington and find a way for Portland to grow for everyone. Please, support Phillips and Sykes proposal, and reject Councilor Pious Ali's amendment.

From:
Emma Iverson
183 Whitney Ave Apt 3, Portland, ME, 04103

Letter #17

Subject: Do the right thing.

I'm writing as a resident who has spent years trying to make Portland work—for myself, my family, and my neighbors. But the truth is, it's getting harder. The cost of living here—especially housing—has surged beyond what most working people can manage. Wages haven't even tried to keep up.

That's why I strongly support the proposal put forward by Councilors Regina Phillips and Kate Sykes to raise Portland's minimum wage to \$20 by 2029. It's thoughtful, it's phased in over time, and it reflects the reality of what it costs to live here. I want to thank them for having the guts to stand up for working people. We need more leaders willing to do the same.

I also want to be clear: I oppose the amendment introduced by Councilor Pious Ali and backed by the Chamber of Commerce. That amendment undercuts the heart of the proposal. It feels like a way to protect profits over people, and that's not what leadership should look like—not when so many Portlanders are living paycheck to paycheck or skipping basic needs to make rent.

We're not asking for a miracle here. \$20 by 2029 isn't extreme—it's overdue. Cities across the country are already there or well on their way. Portland shouldn't be lagging behind. We pride ourselves on being progressive and compassionate—now's the time to prove it with policy.

The rent is too damn high, plain and simple. Raising wages is one of the clearest, most direct ways to help ease the burden. This proposal doesn't fix everything—but it's a powerful step in the right direction.

Please stand with workers. Support the Phillips–Sykes proposal and reject any amendment that would water it down.

From:
Jennifer Klumas
25 cushion st, Portland, 0402

Letter #18

Subject: supporting raising the minimum wage.

I write in support of Councilors Regina Phillips and Kate Sykes's proposal to raise the minimum wage in Portland to \$20 for all workers, even those that work at smaller companies and organizations. I do not support Pious Ali's proposal to let smaller businesses get around paying a livable minimum wage. As you know, housing in Portland is hard to find and even harder to afford. The cost of groceries have gone up and child care can seriously take all your income. It is unfair for workers to work in a city they can't afford to live in. While we also need to do more to address the housing crisis, raising the minimum wage in Portland is one step towards addressing a equitable living and working environment in Portland.

Please send this to voters to decide!

Thank you,

Erin

From:

Erin Murphy

83 Anderson St. Apt 2, Portland, ME, 04101

Letter #19

Subject: Raise the minimum wage

Three year ago, I moved five times in one year due to inadequate affordable housing. While I am now an RN and have new found economic freedom, my time leading up a nurse's wages have been fraught. Raising the minimum wage to \$20, would improve the quality of life of so many portland residents, reducing the gentrification of the city.

Raising the minimum wage to \$20 in the next four years, instead of waiting, will allow the workers of the city to have healthier happier lives and will prevent many community-oriented residents from leaving this city due to economic push-out.

Please consider the life-changing importance of this proposal.

From:

Matea Andruk

37 Arlington St Apt 2, Portland, ME, 04101

Letter #20

Subject: \$20 Minimum Wage

I am writing to voice my support of the minimum wage proposal put forward by Councilors Regina Phillips and Kate Sykes. Portland is swiftly becoming increasingly unaffordable, and this measure would be a step in the right direction to help lift more Portlanders out of poverty. Many other cities in the U.S. have put forward similar measures and it is time Portland followed suit. Additionally, I encourage the council to oppose the anti-worker amendment put forward by the chamber of commerce.

From:

Cameron Goller

222 Forest Ave, Orono, ME, 04101

Letter #21

Subject: \$20 minimum wage is right for Portland

Problem is a fantastic City that I'm proud to live in, but affordability continues to be a problem. This is true for the many workers in the service industry that supports tourism and many of the things that we love about living in Portland. I vigorously encourage you to support the move to a \$20 minimum wage. It's gradual introduction ensures that businesses were able to make the necessary changes to support these wages that our workers so desperately need.

Mark McAllister, MD

From:

Mark McAllister

40 Black Sparrow Drive, Portland, ME, 04102

Letter #22

Subject: Raising minimum wage to \$20 an hour

Dear Councilor Regina Phillips and Councilor Kate Sykes

Please consider the bill raising the minimum wage for all those Portland residents who are in need of this to maintain affordable living in our great city of Portland.

I am opposed to the amendment offered by Councilor Pious Ali and the Chamber of Commerce.

From:

Elodie Faulkner

171 Bradley Street, Portland, ME, 04102

Letter #23

Subject: Minimum Wage Increase

I'm writing today in support of Councilors Regina Phillips and Kate Sykes proposal to raise Portland's minimum wage to \$20 over the next four years.

Living in Portland is expensive. The cost of daily things continues to rise. The cost of rent, food and healthcare are rising faster than wages. When I moved to Portland six years ago all my co-workers lived in Portland. This felt important, as a non-profit organization that works to support low income Portland residents in their day to day lives.

Today I am the only person at my workplace lucky enough to still live in Portland. Everyone has left for higher paying jobs or moved out of town in search of more affordable housing.

I urge you to support this minimum wage increase and to support future increases so that Portland workers can live and thrive here.

From:

Jacob Adams

46 Smith Street, Portland, ME, 04101

Letter #24

Subject: Support Labor

Dear Portland City Council,

I hope you are following the NYC Mayoral race because, Zohran Mamdani is being cheered on around the globe for his support of working class New Yorkers. Restaurants and small businesses are the life's blood of our city. They are literally what makes Portland cool. We, as residents and lawmakers, need to support them with wages, transportation, and housing.

Be like Mamdani. Keep Portland cool, Council.

And keep ICE out of our fair city.

Thank you,

Lori Uhland

Portland

From:

Lori Uhland

199 Edwards Street, Portland, ME, 04102

Letter #25

Subject: Raise the Wage

I'm writing in support of the proposal to raise the minimum wage to \$20. This is a necessary measure to ensure those who work in our city can also afford to live here. I believe the four year time frame is a generous cushion for local businessmen to adjust to the increase.

I do not support the Chamber of Congress carve-out for business with fewer than 50 employees, as the need for a living wage is persistent, regardless of one's employer.

Thank you for your consideration and your service to the city.

From:

Emily Sanborn

59 State St, #31, Portland, ME, 04101

Letter #26

Subject: Please help the people of Portland

Dear Mayor Dion,

As someone who lives on Munjoy Hill and works at Maine Medical Center I want to express to you how extremely expensive it is to live here in the city. With the rising cost of rent and groceries anyone making less than \$50,000 a year is not going to be able to continue living here. The fact that this is a vote to increase the minimum wage to \$20 over 4 years almost seems too low because the workers of Portland need that now. I hope you will vote yes to increase the minimum wage to \$20.

From:

Jennifer McDonald

59 Saint Lawrence St, Portland, ME, 04101

Letter #27

Subject: Vote Yes minimum wage. No amendment

I agree that all workers should get at least \$20 an hour and am sending this letter to the council. Vote Yes

Also, there is an anti-worker amendment supported by the business community that will exclude 80% of service workers from getting this raise, some of the lowest paid workers in Portland. I oppose this amendment!

Again, Vote YES - all workers should get at least \$20.

From:

Anthony Donovan

27 Riverview st, Portland, 05102

Letter #28

Subject: \$20 hourly wage

Please help people survive by passing \$20 minimum wage and making sure this is not voted down. People need to live and the only way is to make at least \$20 per hour. Thank you for your help! -Molly

From:

Molly Fox

275 Sherwood Street, Portland, ME, 04103

Letter #29

Subject: Hourly pay for Portland resident

Dear City councilors, I support the proposal to increase minimum wage to \$20 an hour for all the many Portland residents in need of an affordable wage. I am opposed to any amendment to this proposal. Thanks for your consideration.

From:

Elodie Faulkner

171 Bradley Street, Portland, ME, 04102

Letter #30

Subject: Please support higher wages for Portland

My name is Marietta and I am a Portland resident and renter writing in support of raising our city's minimum wage to \$20. I make a little over 20 dollars an hour and I am able to split my monthly rent with my partner, but despite these relatively fortunate circumstances, my share of the rent is still a third of my monthly income.

If I were making less than 20/hour, I would be living paycheck to paycheck and likely unable to continue living here if I had to provide for dependents or covered the cost of rent by myself. A serious problem exists when working class people cannot afford to keep living in their city, and changes must be made to prevent Portland from becoming a place where only the wealthy can thrive.

People earning less than \$20/hour are struggling just to stay afloat in an expensive city like Portland. Raising the minimum wage should be the natural response to the high cost of living that is putting workers under strain and driving them away. Additionally, when Portland workers obtain financial stability, they are able to use their disposable income to support the local business to whom their work is vital. People spending their entire paychecks on housing and food cannot participate in supporting the local economy. Rather than being harmed by raising the minimum wage, businesses stand to gain from greater consumer spending and worker retention that would result from giving low wage workers more financial stability and influence.

Financial strain and uncertainty should not be the norm for the working class in Portland. By supporting a 20 dollar minimum wage, the you would take one step towards keeping Portland livable.

Thank you for your consideration

From:

Marietta Mallon

72 Grant Street APT 2, Portland, ME, 04101

Letter #31

Subject: Do the Right Thing - Support a More Living Wage

To Mayor Mark Dion and The Portland City Council,

My name is Caleb Austin and I had the pleasure to live and work in Maine for nearly two years. When I first moved to Maine from my small town in New York State, I was enamored by the incredible city of Portland. The beautiful brick buildings, walkable streets, and a magical sense of community made me feel uplifted and connected to a bigger and better world - a world that works for everyone, a world that accepts everyone, a world where everybody belongs. What I came to learn is that this sense of community, Portland's promise to the working class, is only for the few who can afford it.

Like in so many other places, Portland has become more and more a place for the wealthy elite or tourists rather than for the very people who built this incredible city and made it great to begin with. Like in so many other cities, the communities and culture which make a place feel alive are being suffocated by greed. We put cities, culture, and progress on our backs while the evermore greedy few take only for themselves. While we are kicked out of our cities and forced to flee from rising costs, they cheapen the spaces we build and the culture we create to make room for their own private playthings.

It is no secret to Mainers that Portland has a cost of living crisis, that it's expensive to live almost anywhere across the pine tree state. The crisis of affordability is not exclusive to Maine, it is more and more ubiquitous across our nation, but to anyone I speak to who is not from Maine, the extent of the problem is shocking.

Less than one year ago, I left Maine, fleeing from a cost of living crisis I had no hope of overcoming. And this tale, of fleeing from a city and state that you love because of circumstances of affordability, is all too familiar to working class Mainers.

This proposal, to raise the minimum wage to \$20/hour, is more than reasonable, it is necessary to keep this city alive. \$20/hour can make a real difference in making Portland, and Maine, much more affordable for the working people who built it. If anything, \$20 is not nearly enough, but it is a good start. With \$20/hour, the astronomical cost of rent is at least a problem that can be tackled rather than a pipe-dream fantasy.

Please do what is right and raise countless Portlanders out of poverty. Do what is right and make Portland a place where working class people can live full and enriching lives, rather than flee from the terror of financial destitution. Make Portland a city that works for the working class again, a place where dreams and lives can be built rather than destroyed.

Portland can be a city of promise, a city of great opportunity, but you need to act to make the Portland we all yearn for and know is possible a reality.

I urge you to support SUPPORT the proposal by Councilors Regina Phillips and Kate Sykes and OPPOSE the amendment offered by Councilor Pious Ali.

Thank you.

Sincerely,

Caleb Austin

From:

Caleb Austin

126 S 13th St, Olean, NY, 14760

Letter #32

Subject: \$20 Minimum Wage for All

Since moving to Portland in 2019, the cost of living has skyrocketed. Within two years, I was priced out of the 2 bedroom apartment on Park Ave. I had moved into. I am college-educated, love Maine, and am trying to build my life here. Every year, the cost of living increases, but wages have stayed stagnant and I am able to save less and less every month. An increase in the minimum wage would be hugely beneficial for the people who make this city run. I want to voice my support for the proposal by Councilors Regina Phillips and Kate Sykes, and voice my opposition to the amendment offered by Councilor Pious Ali and supported by the Chamber of Commerce.

A \$20 minimum wage is extremely reasonable, and unrolling this out over the next 4 years gives businesses the opportunity to adapt to the changing times as we all have had to do. We have an opportunity to relieve poverty amongst young people, marginalized, disabled, and immigrant communities here in Portland. We should be supporting New-Mainers and new life settling in this city, and as things stand, poor folks are rapidly being excluded from city life as a result of inflation and economic instability. We can provide that stability to the individuals who enrich our lives and businesses.

The rent is too high. There's not enough housing. As we do our best to manage the housing crisis in this town, we need to be supporting Portlanders from multiple fronts, and a living wage is foundational to this effort. Raising the minimum wage to \$20 an hour will align us with other cities across the country who are prioritizing the health and wellbeing of their constituents. I sincerely hope you will all support the effort to raise the minimum wage here in Portland. Thank you all for your time.

From:

Hanna Baldecchi

182 Capisic Street, Portland, ME, 04102

Letter #33

Subject: In support of Portland \$20 minimum wage

I urge you to please support an increase in the minimum wage to \$20 per hour over the next 4 years as proposed by Councilors Regina Phillips and Kate Sykes.

I firmly believe in the good that local government can do. Portland is already a wonderful place to live, but we know that affordable housing is a huge issue and that the cost of literally everything is increasing. If we want to keep Portland the vibrant and diverse place that it is, increasing the minimum wage to \$20/hour would make Portland even more desirable and thriving.

Raising the minimum wage is one of many ways the City of Portland can support the people who work here and who do, or want, to live here. I think the \$20 minimum wage should be across the board - not with the amendment to exempt smaller businesses from it.

Thank you for your consideration of my input!

From:

Jamie Moore

155 Belfort Street, Portland, ME, 04103

Letter #34

Subject: \$20 FOR ALL - Support a \$20 Minimum Wage For All Portland Workers

I support the proposal by Councilors Regina Phillips and Kate Sykes. I thank them for their courage and encourage all councilors to join them.

On the other I opposed the amendment offered by Councilor Pious Ali and supported by the Chamber of Commerce. The chamber of commerce has repeatedly show its gross disregard of the worker, often in disrespectful manners. Let's have them on minimum wage and see if they enjoy the violence of richer people telling you you can't get a living wage.

Besides raising our minimum wage to \$20 will help bring hundreds of Portlanders out of poverty and will make our city more affordable for thousands. If we are serious about fostering health communities and seating an attractive city, this is a no brainer. None of the violent measures such as surveillance, sweeps, etc. ever worked and ever will. Paying people properly and giving them back their agency is the only way.

From:

Colin Vettier

53 West Street Apt 5, Portland, ME, 04102

Letter #35

Subject: Raising minimum wage

Dear Mayor and City Council,

My name is Liam Bechen. I am a resident of Parkside and have been a Portland resident since 2010. I think it is really exciting and necessary that the City Council pass a measure to raise the minimum wage in Portland to \$20/hr. over 4 years. Please support and pass this measure. However, please do not include the discriminatory anti-worker amendment proposed by Councilor Ali. While I understand that it is difficult for businesses when the minimum wage is raised, it is not fair to workers to amend this motion to leave out 80% of workers in Portland. Minimum wage is a minimum for ALL, not for some based on the campaigning of businesses.

Thank you,

Liam

From:

Liam Bechen

120 Park Ave, Portland, ME, 04101

Letter #36

Subject: \$20. For ALL

Please pass this wage increase for ALL workers! No exceptions!

Jane P Ives

777 Stevens Ave. #1212

Portland ME 04103

From:

Jane Ives

777 Stevens Ave. #1212, Portland, ME, 04103

Letter #37

Subject: \$20 Minimum Wage

Dear Councilors and Mayor,

I support raising the minimum wage to \$20 with a caveat: non profits must be excluded. Non profits across the board are suffering from a lack of funding.

Some people don't need to make \$20/hr but they need to earn something for their time. Council can always revisit non profits in the future.

But \$20/hr for business? Seems totally reasonable.

Greg

From:

Greg Gould

168 Milton Street, Portland, ME, 04103

Letter #38

Subject: \$20 Minimum Wage is Needed

I am writing in support of the proposal by Councilors Phillips and Sykes and ask that you do, too. To keep Portland working, Portland workers need a fair wage.

Thank you for your consideration.

From:

Wendy West

118 Rowe Ave, Portland, ME, 04102

Letter #39

Subject: Raise minimum wage

Hello,

I am writing today to advocate for an increase in Portland minimum wage. As a teacher, I know very well how difficult living in Portland is and I believe that people should be able to live and enjoy where they work. If we want to be the thriving Portland that so many people are putting work into, we must raise the minimum wage. To be frank, even a \$20 minimum wage is not livable, but it brings people closer to a living wage. We are only as good as our lowest paid workers, who keep our city functioning. Please raise the minimum wage and continue the work to make Portland livable and thriving for all community members.

From:

Amelia Clancy

60 Walton, Portland, ME, 04103

Letter #40

Subject: \$20 an hour

Please consider passing \$20 a hour.

Thank You

From:

Michael Larrivee

PO Box68, So Windham, ME, 04082

Letter #41

Subject: Portland Workers Need a Minimum Wage Raise

Dear Mayor Dion and Councilors,

My name is Cait Vaughan and I live on Woodford Street in Portland. I'm writing to urge you to pass the proposal to raise Portland's minimum wage, as put forth by Councilors Phillips and Sykes. I would further urge you not to adopt Councilor Ali's amendment.

I know there are always concerns about strain on small businesses when we discuss raising workers' wages. But it is workers who make our city run, not business owners. It is workers who make wealth for the city, and increasingly it is difficult for us to pay rent, buy groceries and remain in the city we love. This wage increase is gradual and reasonable. Portlanders are bearing the weight of a large increase in the cost of living over the past 5 years, and it is the city of government to strive to provide conditions in which regular people can thrive.

I hope you will stick up for the average city resident and help pave the way for a more livable and just city.

With thanks,

Cait Vaughan

339 Woodford St.

From:

Cait Vaughan

339 Woodford St., Portland, ME, 04103

Letter #42

Subject: Support \$20 minimum wage proposal for ALL Portland workers

Councilors

Thank you to Councilors Regina Phillips and Kate Sykes for standing up for Portland workers. ALL Portland workers deserve a livable wage.

I call on you to support the \$20 minimum wage proposal for Portland workers and to reject the amendment which would exclude service workers.

With Portland rents being so high, our workers need relief to be able to live here and support our economy.

This proposal is achievable, realistic, and in line with what is happening in other US cities.

Thank you for your work.

Best regards,

Renée Therriault

From:

Renee Therriault

21 Harvey Street, Portland, ME, 04102

MEMORANDUM
City Council Agenda Item

FROM:

DATE: August 13, 2025

SUBJECT: Order 26-25/26 Setting Election Date on a Citizen Initiative Amendment to the Portland City Code Chapter 17 RE: An Act to End Fugitive Coal Dust - Sponsored by Ashley Rand, City Clerk

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

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

**Final
Action**

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

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

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

I. SUMMARY

II. AGENDA DESCRIPTION

The public hearing for this Citizen Initiative was set at the July 14, 2025 City Council meeting by Order 8-25/26. Along with receiving public comment, the City Council will vote to set the election date of November 4, 2025.

This item was postponed from August 11 to August 25. To make this item effective immediately, staff is requesting that this item be passed as an emergency. Seven affirmative votes are required for passage as an emergency after public comment.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

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

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Order - Setting an Election Date for Coal Dust
2. Citizen Initiative Referendum Memo re Options and Procedures for An Act to End Fugitive Coal Dust 070925
3. Coal Dust-Certification
4. An Act to End Fugitive Coal Dust (1) (3)
5. 08.25.25 Public Comment - Order 26

Prepared by:

Date: 08/13/2025

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 A CITIZEN INITIATIVE AMENDMENT TO
THE PORTLAND CITY CODE CHAPTER 17
RE: AN ACT TO END FUGITIVE COAL DUST**

ORDERED, that the amendment to the Portland City Code called An Act to End Fugitive Coal Dust, 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 the Portland City Clerk shall be authorized to place the following question and summary on the ballot, as shown below:

Do you favor the change in the city ordinance proposed by citizen petition as summarized below?

An Act to End Fugitive Coal Dust

An Act to End Fugitive Coal Dust seeks to protect public health, safety and property in Portland by eliminating coal dust by (1) requiring that any delivery, handling and storage of more than 1 ton of coal must occur under a permanent covering starting January 1, 2027, and (2) prohibiting the delivery, handling and storage of more than 1 ton of coal in the City of Portland after January 1, 2030. The covering must meet industry standards and best management practices to contain emissions of fugitive coal dust in a safe and effective manner. Any individual or entity who fails to comply with this ordinance after January 1, 2027 is subject to a monthly fine of \$3 per ton for every ton over 1 ton of coal that is delivered, handled and or stored in violation of this ordinance. Fines collected will be deposited into the Portland Climate Action Fund to support the One Climate Future initiative.

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.

EXHIBIT A

An Act to End Fugitive Coal Dust

An Act to End Fugitive Coal Dust seeks to protect public health, safety and property in Portland by eliminating coal dust by (1) requiring that any delivery, handling and storage of more than 1 ton of coal must occur under a permanent covering starting January 1, 2027, and (2) prohibiting the delivery, handling and storage of more than 1 ton of coal in the City of Portland after January 1, 2030. The covering must meet industry standards and best management practices to contain emissions of fugitive coal dust in a safe and effective manner. Any individual or entity who fails to comply with this ordinance after January 1, 2027 is subject to a monthly fine of \$3 per ton for every ton over 1 ton of coal that is delivered, handled and or stored in violation of this ordinance. Fines collected will be deposited into the Portland Climate Action Fund to support the One Climate Future initiative.

BE IT ORDAINED:

That Chapter 17, Subsections 17-140 through 17-143 of the Portland City Code are hereby amended to read as follows:

Chapter 17 OFFENSES, MISCELLANEOUS PROVISIONS*

Art. XI. Facial Recognition Technology, §§ 17-130--17-138

Art. XII. Ending Fugitive Coal Dust, §§ 17-140--17-143

ARTICLE XII. ENDING FUGITIVE COAL DUST

Sec. 17-140. Purpose

The purpose of this article is to protect the citizens of the City of Portland from the public health threat of fugitive coal dust.

Industrial-scale coal storage is dangerous. 45,000 tons of coal are delivered, handled and stored in open-air piles along the Portland waterfront every year. This open-air coal pile sits within 1 mile of 3 schools and 3 health centers. Buildings located near the open-air coal piles are covered in visible layers of dangerous fugitive coal dust. Coal dust exposure is linked to increased rates of cancers as well as lung and heart disease. The economic harm to public health and property from

open air coal piles is substantial. Estimates suggest that coal deliveries, handling and storage on Portland's waterfront results in approximately \$11,000,000 in health and property damages annually (\$20 per month per ton delivered). Despite the absence of any public coal-fired power plants in Maine, these local costs persist. There are no local, state or federal laws regulating fugitive coal dust to effectively protect our community from exposure to these risks and damages. This ordinance limits the risks of fugitive coal dust by requiring a permanent covering and ultimately prohibiting coal delivery, handling and storage.

Sec. 17-141. Definitions

For the purposes of this Article, the following terms have the following meanings:

Coal: Any sedimentary deposit of mined carbon-based fuel and including anthracite, bituminous, subbituminous and lignite coal.

1 Ton of Coal: A pile of coal with a weight of 2,000 pounds, or a short ton. With respect to volumetric estimates for the coal: 1 ton of coal represents 1/2,000th of an acre-foot of anthracite, 1/1800th of an acre-foot of bituminous, 1/1,770th of an acre-foot of subbituminous and 1/1,750th of an acre-foot of lignite coal where 1 acre = 43,560 feet² and 1 foot' of water = 62.6 pounds.

Delivery: Transportation by means of marine vessel, truck, trailer or rail from an outside source to the destination within Portland, Maine.

Handling: Manipulating a coal pile by truck, tractor, or shovel, including driving on a coal pile, moving the coal, depositing the coal for delivery, transferring the coal and treating the coal with natural or synthetic materials or liquids. Handling also includes moving coal from one place to another including, but not limited to, dropping it by shovel from a marine vessel or pile into a hopper, truck, or open train car.

Storage: Maintaining a pile of coal in place for greater than 1 day's duration.

City of Portland: All of the land within the boundaries of the City, including, without limitation, the Waterfront Development Growth Area, and all other portions of the shore and coastline abutting the boundaries of the City.

Sec. 17-142. Ending Fugitive Coal Dust.

Any and all industrial coal delivery, handling, and storage of more than one ton of coal in the City of Portland must occur under a permanent covering starting January 1, 2027. The covering must meet industry standards and best management

practices to contain emissions of fugitive coal dust in a safe and effective manner. Commencing January 1, 2030, no coal delivery, handling or storage of coal in an amount greater than 1 ton will be permitted in the City of Portland to end fugitive coal dust.

Sec. 17-143. Enforcement.

The City's Code Enforcement Officers shall have the primary responsibility for enforcement of this Article. Any individual or entity who fails to comply with this regulation Article after January 1, 2027 is subject to a monthly fine of \$3 per ton for every ton over 1 ton of coal that is delivered, handled and or stored in violation of this Article. Fines collected will be deposited into the Portland Climate Action Fund to support the One Climate Future initiative.

Office of Corporation Counsel

Michael Goldman, *Corporation Counsel*

Amy McNally, *Associate Corporation Counsel*

Nicole Albert, *Associate Corporation Counsel*

Rachel Millette, *Associate Corporation Counsel*

Avery Dandreta, *Associate Corporation Counsel*



MEMORANDUM

To: Mayor Dion and Members of the City Council

From: Michael Goldman, Corporation Council

Date: July 9, 2025

Subject: Citizen Initiative Referendum Options and Procedures; An Act to End Fugitive Coal Dust

As you know, by email dated June 30, 2025 (the “Clerk’s Report”), the City Clerk has certified that the petitioners for An Act To End Fugitive Coal Dust (the “Initiative”) have gathered sufficient signatures for the citizen initiative process set forth in Chapter 9 of the City Code. The Initiative includes the addition of sections 17-140 to 17-143 to Chapter 17 of the City Code. A copy of the Initiative is attached hereto as Exhibit A. This memorandum describes the procedural requirements applicable to the Initiative and options that the City Council has in addressing the Initiative under Chapter 9 of the City Code.

1. Section 9-36(f) provides that at the City Council’s first regular meeting after receipt of a report from the Clerk that a citizen initiative petition is sufficient and has at least one thousand five hundred (1,500) valid signatures (the “Clerk’s Report”), the Council must set a date for a public hearing on the Initiative within thirty (30) calendar days (the “Public Hearing”).
 - a. The Council received the Clerk’s Report on June 30, 2025. Accordingly, at its meeting on July 14, 2024, the Council will be asked to set August 11, 2025 as the date for a public hearing on the Initiative.
2. After the Council approves an order setting a public hearing for an initiative, Chapter 9 generally provides the Council with three options as to how to proceed during the public hearing:
 - a. The first option is that the Council can send the Initiative out to the voters for their review and approval by setting a special election date.

July 9, 2025

- i. The election date has to be held not less than sixty (60) and not more than one hundred fifty (150) calendar days after the Council meeting at which the election date is set. (Portland City Code Sec. 9-36(f), 9-39). If, however, the next regularly scheduled election falls between 60 and 180 days after that Council meeting, then the Initiative shall be included on the ballot for the regular election, and no special election is required.
- ii. The next regularly scheduled election is set for November 4, 2025. Because that election falls within the 60 to 180-day time frame after the hearing, no special election should be required.
- b. The second option that the Council ordinarily has is that it could pass the ordinance amendments included in the Initiative in their entirety. Doing so would typically put an end to all proceedings under the petition. (Portland City Code Sec. 9-36(f)).
- c. The third option is for the Council to create a competing measure and send both the Initiative and the competing measure to the voters for their review. The ballot would then ask the voters if they favor the Initiative or the competing measure, or if both measures should be rejected. (Portland City Code Sec. 9-41). To date, I am not aware of any competing measures being proposed by members of the Council.

If you have any questions regarding the proposed options and the procedural requirements discussed above, please do not hesitate to contact me directly, or we can discuss them further at the Council's meeting on this issue.

EXHIBIT A

City Clerk's Office

Ashley Rand, *City Clerk*

June 27, 2025



CLERK'S CERTIFICATION OF CITIZEN INITIATIVES:

An Act to End Fugitive Coal Dust

RE: Amendments to Portland City Code of Ordinances:

I HEREBY CERTIFY that the City Clerk's Office received a filing for the following:

Submitted to City Clerk's Office: June 23, 2025

Signatures Required: 1,500

I certify that the petitions filed on June 23, 2025 in my office regarding amendments to the Portland City Code of Ordinances contained the required 1,500 signatures for verification and deemed these petitions sufficient for placement on the November 4, 2025 General Municipal Election.

The following City Council meetings are scheduled:

FIRST READING/SETTING PUBLIC HEARING: July 14, 2025

SECOND READING/PUBLIC HEARING/SETTING THE ELECTION DATE: August 11, 2025

Ashley Rand

Ashley Rand, *City Clerk*

An Act to End Fugitive Coal Dust

Summary:

An Act to End Fugitive Coal Dust seeks to protect public health, safety and property in Portland by eliminating coal dust by (1) requiring that any delivery, handling and storage of more than 1 ton of coal must occur under a permanent covering starting January 1, 2027, and (2) prohibiting the delivery, handling and storage of more than 1 ton of coal in the City of Portland after January 1, 2030. The covering must meet industry standards and best management practices to contain emissions of fugitive coal dust in a safe and effective manner. Any individual or entity who fails to comply with this ordinance after January 1, 2027 is subject to a monthly fine of \$3 per ton for every ton over 1 ton of coal that is delivered, handled and or stored in violation of this ordinance. Fines collected will be deposited into the Portland Climate Action Fund to support the One Climate Future initiative.

ARTICLE XIII: Ending Fugitive Coal Dust

Sec 17-140: Purpose:

The purpose of this article is to protect the citizens of the City of Portland from the public health threat of fugitive coal dust.

Industrial-scale coal storage is dangerous. 45,000 tons of coal are delivered, handled and stored in open-air piles along the Portland waterfront every year. This open-air coal pile sits within 1 mile of 3 schools and 3 health centers. Buildings located near the open-air coal piles are covered in visible layers of dangerous fugitive coal dust. Coal dust exposure is linked to increased rates of cancers as well as lung and heart disease. The economic harm to public health and property from open air coal piles is substantial. Estimates suggest that coal deliveries, handling and storage on Portland's waterfront results in approximately \$11,000,000 in health and property damages annually (\$20 per month per ton delivered). Despite the absence of any public coal-fired power plants in Maine, these local costs persist. There are no local, state or federal laws regulating fugitive coal dust to effectively protect our community from exposure to these risks and damages. This ordinance limits the risks of fugitive coal dust by requiring a permanent covering and ultimately prohibiting coal delivery, handling and storage.

Sec 17-141: Definitions

For the purposes of this Article, the following terms have the following meanings:

Coal: Any sedimentary deposit of mined carbon-based fuel and including anthracite, bituminous, subbituminous and lignite coal.

1 Ton of coal: A pile of coal with a weight of 2,000 pounds, or a short ton. With respect to volumetric estimates for the coal: 1 ton of coal represents 1/2,000th of an acre-foot of anthracite, 1/1800th of an acre-foot of bituminous, 1/1,770th of an acre-foot of subbituminous and 1/1,750th of an acre-foot of lignite coal where 1 acre = 43,560 feet² and 1 foot³ of water = 62.6 pounds.

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City of Portland: All of the land within the boundaries of the City, including, without limitation, the Waterfront Development Growth Area, and all other portions of the shore and coastline abutting the boundaries of the City.

Sec 17-142: Ending Fugitive Coal Dust

Any and all industrial coal delivery, handling, and storage of more than one ton of coal in the City of Portland must occur under a permanent covering starting January 1, 2027. The covering must meet industry standards and best management practices to contain emissions of fugitive coal dust in a safe and effective manner. Commencing January 1, 2030, no coal delivery, handling or storage of coal in an amount greater than 1 ton will be permitted in the City of Portland to end fugitive coal dust.

Sec 17-143: Enforcement

The City's Code Enforcement Officers shall have the primary responsibility for enforcement of this Article. Any individual or entity who fails to comply with this regulation Article after January 1, 2027 is subject to a monthly fine of \$3 per ton for every ton over 1 ton of coal that is delivered, handled and or stored in violation of this Article. Fines collected will be deposited into the Portland Climate Action Fund to support the One Climate Future initiative.

AFFIDAVIT FILED PURSUANT TO §9-36 OF PORTLAND CITY CODE
SEEKING PETITIONS FOR INITIATION OF ORDINANCE

The undersigned hereby depose and say as follow:

- (1) The undersigned are registered voters of the City of Portland, whose respective addresses appear below next to their names;
- (2) The undersigned file this affidavit for the purpose of initiating an ordinance ("the Ordinance"), the text and a summary of which is annexed to this Affidavit as Exhibit A;
- (3) The undersigned will constitute the Petitioners' Committee and circulate the citizen initiative petition;
- (4) All notices to the Committee are to be sent to Sarah Southard at the following address:

107 Vaughan Street Portland, ME 04102

Dated at Portland, this 11th day of May, 2025.

✓ Katherine M. Marshall	467 Danforth St, Portland 04102	Katherine M. Marshall
(Print) Name	Address	Signature
✓ William N. Marshall	467 Danforth St. Portland 04102	William N. Marshall
(Print) Name	Address	Signature
✓ Andrew Dutcher	380 Danforth St. Portland, ME 04102	Andrew Dutcher
(Print) Name	Address	Signature
✓ Julie B. Pezzino	380 Danforth St. Portland ME 04102	Julie B. Pezzino
(Print) Name	Address	Signature
✓ Thomas H. Dana	208 DANFORTH ST. PORTLAND ME. 04102	Thomas H. Dana
(Print) Name	Address	Signature
✓ Lorie G. Dana	208 Danforth St. Portland ME 04102	Lorie G. Dana
(Print) Name	Address	Signature
✓ Elisabeth Healy	125 Vaughan St Portland 04102	Elisabeth Healy
(Print) Name	Address	Signature
✓ Cain Phelps, MD	107 Vaughan St 04102	Cain Phelps, MD
(Print) Name	Address	Signature
✓ SARAH SOUTHARD	107 Vaughan St 04102	Sarah Southard
(Print) Name	Address	Signature
✓ Carrie S. Comer	97 VAUGHAN STREET PORTLAND, ME 04102	Carrie S. Comer
(Print) Name	Address	Signature

Subscribed and sworn to before me this 11th day of May, 2025.

[Signature]
Signature of Notary Public/Attorney-at-law

June 1996 Bar # 8300
Date Commission Expires/Date Entered the Bar

Jon Hinck
Printed Name

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Jon Hinck
(Print) Name

142 Pine St. Portland
Address

[Signature]
Signature

(Print) Name

Address

Signature

(Print) Name

Address

Signature

(Print) Name

Address

Signature

(Print) Name

Address

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[Signature]
Signature of Notary Public/Attorney-at-law

August 31, 1997
Date Commission Expires/Date Entered the Bar

SEAN MAHONEY
Printed Name

City Clerk's Office

Ashley Rand, *City Clerk*

June 27, 2025



CLERK'S CERTIFICATION OF CITIZEN INITIATIVES:

An Act to End Fugitive Coal Dust

RE: Amendments to Portland City Code of Ordinances:

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Ashley Rand

Ashley Rand, *City Clerk*

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Dated at Portland, this 11th day of May, 2025.

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(Print) Name	Address	Signature
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(Print) Name	Address	Signature
✓ Thomas H. Dana	208 DANFORTH ST. PORTLAND ME. 04102	Thomas H. Dana
(Print) Name	Address	Signature
✓ Lorie G. Dana	208 Danforth St. Portland ME 04102	Lorie G. Dana
(Print) Name	Address	Signature
✓ Elisabeth Healy	125 Vaughan St Portland 04102	Elisabeth Healy
(Print) Name	Address	Signature
✓ Cain Phelps, MD	107 Vaughan St 04102	Cain Phelps, MD
(Print) Name	Address	Signature
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(Print) Name	Address	Signature
✓ Carrie S. Comer	97 VAUGHAN STREET PORTLAND, ME 04102	Carrie S. Comer
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Signature of Notary Public/Attorney-at-law

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Date Commission Expires/Date Entered the Bar

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Dated at Portland, this _____ day of _____ 20____

Jon Hinck
(Print) Name

142 Pine St. Portland
Address

[Signature]
Signature

(Print) Name

Address

Signature

(Print) Name

Address

Signature

(Print) Name

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[Signature]
Signature of Notary Public/Attorney-at-law

August 31, 1997
Date Commission Expires/Date Entered the Bar

SEAN MAHONEY
Printed Name

PCAT testimony on Order 26-25/26

Bill Weber via portlandmaine.gov

Aug 22, 2025, 8:11 AM (3 days ago)

to publiccomment, Regina, Anna, April, Kate, Mark, City, Pious, Wesley, bgrant@portlandmaine.gov, smichniewicz, Sarah, Joey, Karina, Paula, Mark, Richard

A BURNING ISSUE

PCAT Testimony on Order 26-25/26, An Act to End Fugitive Coal Dust.



Burning tires cause toxic emissions like zinc and lead.

Good evening, Councilors, Mr. Mayor and City Staff. My name is Bill Weber, and I live in North Deering, District 5. I'm speaking tonight on behalf of the Portland Climate Action Team (PCAT). PCAT, with over a hundred members in Portland, supports the One Climate Future Climate Action Plan and promotes the many strategies in the plan to reduce greenhouse gas emissions in the city. Our organization fully supports the goals of the Act to Control Fugitive Coal Dust and is in favor of the Council passing the ordinance amendments in their entirety tonight. PCAT collected signatures, held educational webinars and generally promoted the amendment. In my polling location in District 5,

which arguably is the most conservative district in Portland, I heard comments like, “we still burn coal in Maine?” And “We need to get greenhouse gases under control.” Over 70 percent of the voters that I spoke with were in favor of the Amendment and they wondered why the City Council wouldn't just pass the amendment. Well tonight is your chance.

You’ve heard from other speakers tonight about how the coal dust is causing property damage, unclean conditions and health problems in the community near the site. But this isn’t just a local problem. This is also a city and a statewide concern. Portland is a link in a supply chain that pollutes the air we breathe and the water we drink and recreate in. The coal passing through our port which is mismanaged at the Cassidy Point facility is part of a supply chain that increases the emissions of toxic pollutants like carbon monoxide, polycyclic aromatic hydrocarbons and heavy metals like zinc and lead (1). The coal which is necessary to improve the combustion efficiency for burning tires, also increases greenhouse gas emissions. The burning of coal co-combusted with tires has led to an increase in toxic emissions. In fact, in 2022, Maine was the only state in New England that had an increase in toxic chemical releases (2). Co-combusting tires with coal produces a zinc-heavy ash. I suspect these paper mills are acting as disposal facilities for discarded tires and are getting paid to dispose of those tires that are imported from other states. The mills are actually turning a profit for polluting our state.

Other Maine mills have abandoned co-combusting coal with tires and have switched to more efficient boilers or cleaner fuels. The Sappi mill in Somerset has pursued similar efficiencies and no longer burns coal and a tire derived fuel (3). For the sake of our planet and our children we must abandon the use of coal and these practices. The Council should vote tonight to pass the amended ordinance.

1. [Chemical composition of fuels and emissions from a coal + tire combustion experiment in a power station](#)
2. [Burning tires for fuel is behind Maine’s increase in toxic chemicals](#)
3. [Two Maine paper mills among dirtiest in the country, new study finds](#)

--

Bill Weber

Portland Climate Action Team



Portland Climate Action Team
portlandclimateaction@gmail.com

66 Roaring Brook Road

Portland, ME 04103

(207) 232-9802

MEMORANDUM
City Council Agenda Item

FROM:

DATE: June 17, 2025

SUBJECT: Order 27-25/26 Approving Amendments to the Complete Streets Policy - Sponsored by the Sustainability & Transportation Committee, Councilor Regina Phillips, Chair

SPONSOR: S & T Committee voted 3-0 on June 16, 2025 to recommend adoption.

(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 7/14/2025

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

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

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

I. SUMMARY

The City Council will consider an update to the City of Portland's 2012 complete streets policy.

II. AGENDA DESCRIPTION

The Sustainability & Transportation Committee met on June 16, 2025 and voted 3-0 to recommend this item to the City Council.

If approved, this order would update to the City's 2012 complete streets policy with minor changes. The Sustainability & Transportation Committee reviewed the City's existing policy in March 2025. The policy, which is designed to ensure that streets are planned, designed, built, operated, and maintained to provide safe, convenient, and accessible travel for all users, including pedestrians, bicyclists, motorists, and transit riders, regardless of age or ability, has resulted in many positive outcomes. This update is meant to ensure that the policy keeps pace with best practice and aligns with current City processes. Drafting occurred over several months, and included a cross-departmental working group, engagement with key stakeholders, and a public review period.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

Complete streets is a transportation approach that ensures that streets are planned, designed, built, operated, and maintained to provide safe, convenient, and accessible travel for all users. While the design of complete streets varies by context, they commonly include consideration of core elements like sidewalks, bike lanes, transit accommodations, crosswalks, lighting, and ADA-accessible curb ramps.

In 2011, the City Council unanimously passed a complete streets resolution that included principles to guide development of a complete streets policy. The following year, staff developed a [complete streets policy](#), based on best practice and stakeholder engagement. The Council unanimously adopted the policy on December 17, 2012. Though the context and best practice have evolved in the time since, however, the policy has not been updated.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The complete streets policy update is aligned with City Council Goal 3, which includes “Expand[ing] transit options with a focus on non-car solutions.” It also supports the goals outlined in the City’s Comprehensive Plan, *Portland’s Plan 2030*, and is also embedded in the City’s climate action plan, *One Climate Future*.

V. FINANCIAL IMPACT

Updating the City’s complete streets policy does not commit the City to allocating funding. However, implementing complete streets does have financial implications in terms of design, construction, and maintenance.

VI. STAFF ANALYSIS AND BACKGROUND

On March 12, 2025, the S&T Committee reviewed the City’s 2012 complete streets policy. Councilors expressed broad support for updating the policy to reflect current best practices. Councilors suggested engaging staff across departments in drafting revisions, and also that outside stakeholders be integrated in the revision process.

In response, throughout April, May, and June of this year, staff in the Departments of Public Works and Planning have worked collaboratively to revise the existing policy. The work has involved consultation with other city departments, a stakeholder group of bicycle and pedestrian advocacy groups, and an online public commenting period. The resulting revisions to the policy simplify it, ensure that it aligns with national best practice, add definition around processes and procedures, and clarify expectation for measuring performance and publicly reporting the outcomes of the policy.

VII. RECOMMENDATION

In alignment with the unanimous (3-0) recommendation of the S&T Committee, staff recommends adoption of the updates to the City’s complete streets policy.

VIII. LIST ATTACHMENTS

1. Order - Complete Streets Policy Update
2. Att. 1 - 2012 Complete Streets Policy
3. Att. 2 - Complete Streets Policy Update Form Responses
4. Att. 3 - Complete Streets Policy Update Public Comment
5. Att. 4 - Draft 2025 Complete Streets Policy Update Redline
6. Att. 5 - Draft 2025 Complete Streets Policy Update
7. Staff Memo - Complete Streets Policy 7.14.25

Prepared by:

Date: 06/17/2025

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 AMENDMENTS TO THE COMPLETE STREETS POLICY

ORDERED, that the amended Complete Streets Policy is hereby approved, substantially in the form attached hereto; and

BE IT FURTHER ORDERED, that the City Council hereby authorizes the City Manager or designee to execute said document and any other related documents necessary or convenient to carry out the intent of said document.

1. Vision. The City of Portland's streets shall sustainably provide for the needs of all current and future users and all modes in planning, programming, design, construction, reconstruction, paving, retrofit, operations, and maintenance activities. The goal is to create a connected network of facilities accommodating each mode of travel that is consistent with and supportive of the local community, recognizing that all streets are different and that the needs of various users will need to be balanced in a flexible manner.

Complete Streets contribute to the city's sustainability and livability goals including: creating a comprehensive, equitable, and fully accessible transportation network; enhancing public safety and public health; complementing land use patterns and economic development; and, achieving energy and environmental sustainability.

Decisions regarding the public right-of-way shall promote use by all users and all modes in a safe, balanced and effective manner taking into account the surrounding community context and land uses. The principles and policies guiding these decisions shall be known as Complete Streets.

2. All Users and All Modes. This Policy is inclusive of all users of all ages and abilities and all modes including: motorists; bicyclists; pedestrians, including persons with disabilities which may use mobility devices such as wheelchairs; public transportation services, vehicles and patrons; freight providers; and, emergency responders.

3. All Projects. Early consideration of all modes for all users will be important to the success of this Policy. Those planning and designing projects that affect public streets will give due consideration to all roadway users from the very start of planning and design work. This will apply to all roadway projects, including those involving new construction, reconstruction, re-paving/rehabilitation or roadway retrofit. Roadway retrofits may include changes in the allocation of the right-of-way and pavement space on an existing roadway, such as changes to the number and use of lanes, changes in lane widths, and/or reconfiguration of on-street parking.

When applying for and reviewing projects for funding purposes regardless of funding source, Complete Street practices and principles will be included, as appropriate, for all projects that affect the public right-of-way.

4. Exceptions. Bicyclist, pedestrian and bus transit users and facilities and their considerations shall be included in street construction, re-construction, re-paving, and rehabilitation projects, except under one or more of the following conditions:

- a. A project involves only ordinary maintenance activities designed to keep assets in serviceable condition, such as mowing, cleaning, sweeping, spot repair, concrete joint repair, or pothole filling, or when interim measures are implemented on temporary detour routes.

- b. The Director of Public Services, or designee, determines there is insufficient space to safely accommodate new facilities and a parallel or nearby facility provides a reasonable level of similar accessibility to destinations.
- c. The Director of Public Services determines there are relatively high safety risks.
- d. The City Council exempts a project due to the excessive and disproportionate cost of establishing a bikeway, walkway or transit enhancement as part of a project in relation to the anticipated number of users.
- e. As part of its Development Review process the Planning Board may waive sidewalk requirements based upon its formal, structured waiver provisions.
- f. The City Engineer and Planning Staff jointly determine that the construction is not practically feasible or cost-effective because of significant or adverse environmental impacts to historic resources, streams, flood plains, remnants of native vegetation, wetlands, steep slopes or other critical areas, or due to impacts on neighboring land uses, including impact from right of way acquisition.
- g. The project involves a roadway that bicyclists and/or pedestrians are prohibited by law or the roadway falls outside an established existing bus transit route or where it is reasonably determined a future bus transit route will not occur.

5. Network. Complete streets are planned, designed, maintained and operated to enable safe, convenient, appealing and continuous travel networks for all users. Pedestrians, bicyclists, motorists and bus riders of all ages and abilities are able to safely move from destination to destination along and across a network of complete streets.

Complete Streets can be achieved through network level improvements, through integration into single location projects, or incrementally, through a series of small improvements or maintenance activities.

Transportation improvements will include facilities and amenities, as appropriate, that are recognized as contributing to Complete Streets, which may include pavement markings and signs; street and sidewalk lighting; sidewalks and pedestrian safety improvements such as medians/pedestrian refuges, curb extensions and crosswalk improvements; improvements that provide ADA (Americans with Disabilities Act) compliant and full accessibility such as curb ramps and accessible pedestrian signals; transit accommodations including bus shelters and improved pedestrian access to transit stops and centers; bicycle detection at intersections and bicycle accommodations including, shared use lanes, paved shoulders, wide travel lanes or bike lanes as appropriate; bicycle parking; and street trees, landscaping, street furniture and adequate drainage facilities, including opportunities for 'green' stormwater management facilities and practices.

6. All Agencies and All Roads. The design of new, rehabilitated or reconstructed facilities should anticipate likely future demand for bicycling, walking, transit and motorist use and should not preclude the provision of future improvements.

The City of Portland will coordinate and collaborate with other transportation agencies including PACTS and the MaineDOT, and other users of the public right-of-way, such as utilities and public transportation providers, to ensure that the principles and practices of Complete Streets are embedded within their planning, design, construction, and maintenance activities.

7. Design Standards and Guidelines. The Department of Public Services and the Department of Planning and Urban Development shall adapt, develop and adopt inter-departmental policies, urban design guidelines, zoning and performance standards and other guidelines based upon resources identifying best practices in urban design and street design, construction, operations and maintenance. These resources include, but are not limited to: the AASHTO Green Book; AASHTO Guide for the Planning, Designing and Operating Pedestrian Facilities; AASHTO Guide for the Development of Bicycle Facilities; ITE Designing Walkable Urban Thoroughfares: A Context Sensitive Approach; NACTO Urban Bikeway Design Guide; Manual on Uniform Traffic Control Devices; and US Access Board Public Right-of-Way Accessibility Guidelines.

When fulfilling this Complete Streets policy the City will follow the design manuals, standards and guidelines above, as applicable, but should not be precluded from considering innovative or non-traditional design options where a comparable level of safety for users is present or provided.

8. Community Context. It will be important to the success of the Complete Streets policy to ensure that the project development process includes early consideration of the land use and transportation context of the project, the identification of gaps or deficiencies in the network for various user groups that could be addressed by the project, and an assessment of the tradeoffs to balance the needs of all users. The context factors that should be given high priority include the following:

- a. Whether the corridor provides a primary access to one or more significant destinations such as a community or regional park or recreational area, a school, a shopping/commercial area, a local transportation center or other multimodal center, or an employment center
- b. Whether the corridor provides access across a natural or man-made barrier such as a river or freeway
- c. Whether the corridor is in an area where a relatively high number of users of non-motorized transportation modes can be anticipated
- d. Whether a road corridor provides, or could provide, continuity or connectivity links for an existing trail or path network
- e. Whether nearby and/or parallel routes provide a similar Quality or Level of Service, convenience and connectivity already exist or could be implemented.

9. Performance Measures. The City will define performance measure to track the progress of implementation of this Policy and supporting documents, such as the Comprehensive Plan. Such measures shall include, but not be limited to: improvements in safety for all roadway users; increased capacity and connectivity for all modes of transportation; usage (such as mode share) of biking, walking and transit; miles of bicycle and pedestrian facilities; and attainment of ADA compliance. Such measures shall be incorporated into relevant plans, manuals, policies, processes and programs. The Public Services Department shall work with other departments and agencies to track such performance measures, as appropriate.

10. Implementation. The City will develop implementation strategies that will include, but are not limited to:

a. Restructuring Policies and Procedures

- Evaluate and revise manuals and practices.
- Develop project checklists for the incorporation of Complete Streets elements into projects, plans and other activities affecting streets and the public-right-of way.
- Work with governmental agencies such as PACTS and the MaineDOT to encourage incorporation of the City's Complete Street policy into transportation projects under their jurisdiction.

b. Developing Design Policies and Guidelines

- Develop and adopt street network plans.
- Develop Level/Quality of Service indicators for motor vehicle, pedestrian, bicycling and transit facilities and services.

c. Providing Training

- Continue education of staff and public officials on the principles and practices of Complete Streets.

d. Improving and Updating Performance Measures

- Identify performance goals and targets.
- Develop tracking measures such as safety, facility use and modal shifts to gauge success.

1. VISION	2. NETWORK	3. ALL USERS + ALL MODES	4. ALL PROJECTS	5. PRIORITIZING UNDERINVESTED AND UNDERSERVED COMMUNITIES	6. EXCEPTIONS	7. ALL AGENCIES + ALL ROADS	8. DESIGN STANDARDS AND GUIDELINES	9. COMMUNITY CONTEXT	10. PERFORMANCE MEASURES	11. PROJECT SELECTION	12. IMPLEMENTATION
Too wordy for a vision. Everything but the first sentence is about implementation, not vision.				Connectivity between areas is as important as investments within areas (journey to work, for example)	This is a slippery slope. I'd suggest tightening up how exceptions are determined so it doesn't just become the norm to waive complete streets requirements.		It seems that some of these sources may contradict one another? How about just relying on the NACTO guides?				
			All projects must include all modes? City striping and paving projects will build sidewalks at the same time if they are needed? Kudos to the City if that is the case. If not, be more prescriptive and realistic about what types of projects can build what types of complete streets facilities. Don't be aspirational, be implementable.	Has the City defined what "equitable distribution" means in this case?	The director should not need to exempt maintenance projects, they should automatically be exempt. How does the City define "disproportionate cost in relation to number of users?". The PW Director should not need to exempt projects when bikes and peds are prohibited, that should be automatically exempted.	This is a City policy, and should be focused on City implementation. Collaboration is great, but how does a City apply it's own municipal policy to projects implemented by other units of government? Ask nice and hope for compliance?		You said earlier in the policy that "All projects shall accommodate all users", if that is the case then how does context change that? You've already committed to doing everything everywhere (good luck), so how does context come into play?	Performance should not be about how many facilities or miles of certain infrastructure is built (that's a performance measure for a network plan), rather, performance measures should be tied to how many projects included Complete Streets items as dictated by this policy. You are measuring the performance of a policy, not the implementation of some other long term plan for the transportation network. The plan does not dictate mode share, it dictates how projects are planned and what they include.	Is this specific to only transportation project selection, or all capital planning? Will Complete Streets projects get priority over housing, electrification, or other City capital projects because of this policy? You've already said "all projects", if all projects apply them there shouldn't be any that don't advance the policy.	
This should include a definition of Street (a street is designed as a platform for building community wealth, encouraging human interaction and commerce with slower speeds and equal access for all modes of transportation) and Road (a road is a high-speed connection between two places, prioritizing efficient movement and often limiting access to maximize traffic flow) and a commitment to honoring those definitions	Complete streets should also be a platform for building community wealth, encouraging human interaction and commerce. This prioritizes people over cars	All modes should not be treated equally. Cars are antithetical to the definition of a street and have historically been given outside influence. Complete streets should be rectifying that.	Again, this should say that there is a priority to non-car travel	Investments should be made where the tax revenue of the community can support the permanent maintenance. Otherwise the dense parts of the city are subsidizing the suburban parts of the city	We always need to be thinking about pedestrian access and mobility. Pedestrian access should be removed from c and d		There needs to be more elevated cross walks and more traffic calming and less reliable on pedestrian signals	Whether it's a street or a road!			
					c. This clause seems like a loophole. It is very difficult to estimate number of users when bike infrastructure does not exist in an area. An assumption may be that no one will bike in that area, but that may just be because they have not been given a safe way to do so. This clause should have a similar caveat to point b where there must be a parallel or nearby alternative route.		Please prioritize separated bike lanes and devoted pedestrian/bike paths like the back cove trail.				I would love to see the city collaborating with the state to create longer multiuse paved recreation trails to promote healthy Mainers!

1. VISION	2. NETWORK	3. ALL USERS + ALL MODES	4. ALL PROJECTS	5. PRIORITIZING UNDERINVESTED AND UNDERSERVED COMMUNITIES	6. EXCEPTIONS	7. ALL AGENCIES + ALL ROADS	8. DESIGN STANDARDS AND GUIDELINES	9. COMMUNITY CONTEXT	10. PERFORMANCE MEASURES	11. PROJECT SELECTION	12. IMPLEMENTATION
this sounds open-ended enough that everyone can read their ideas into it.	I would add "are able to move safely and easily" - thinking about the wheelchair users who might be able to move safely from place to place, but do we put undue hardship on them - expecting them to be able to maneuver in ways that is difficult or burdensome than we would ask an able bodied person to do.				how are you defining "nearby" in point b? on point c - how do you determine an anticipated number of users?					this seems vague.	
I think this vision needs to include consistent and predictable patterns throughout the city to ensure safety.	Again, I think this needs to include patterns that are predictable in order to ensure safety and complete connection from one neighborhood to a next currently, there are many places in our city where bike lanes suddenly disappear										
					Regarding c, I see very few bikes on the road compared to the number of cars and in the winter, bikes are almost nonexistent so I'm not sure how the cost of adding bike lanes is ever not disproportionate to the number of users.						If you want people to use bike lanes, you'll need to train the city waste collectors not to leave the bins in them which they do all the time. On my street, there are no bike lanes, but they pull the bins off the sidewalk and leave them out in the road.
n/a	"Streets" should be capitalized	-			perhaps this decision should be made by a standing committee to ensure many eyes & diverse POVs/perspectives		makes sense but I lean toward NACTO over AASHTO. Listing all of the above could mean competing "advice" and/or mixed messages from the various resources		having another group weigh-in on the performance measures may make for more diverse perspectives and oversight, acknowledging the City ends up responsible financially and otherwise		
				A list of the underinvested and underserved communities we're prioritizing would be helpful.				Again, it would be helpful to include a list (or even just 2-3 examples!) of "user groups" as the policy or city defines them.			
I think "context-specific" is a better word than "flexible". Flexible implies the ability to waive these standards for any reason.		Commercial delivery vehicles may be a more comprehensive and descriptive stand in for freight providers. I would also add ride share as a distinct category, because there are places in the city we may want to make context-specific street elements for increased rideshare use (waiting areas, etc).		This makes sense, but only in so much as this doesn't preclude the creation of networks over time. Prioritizing the construction of complete streets elements in dispersed yet underserved areas of the city will ultimately be worse for underserved communities than focusing on robust network development that will run through both privileged and underserved communities	I would tighten this significantly. It is hard to think of a street for which one of these exemptions would not apply. I also think exceptions should face a City Council or Planning Board vote, and not be the sole discretion of a department that has long been focused on the needs of automobiles. In draft scenario, the DPW Director is playing the role of both jury and executioner.	I would note that both PACTS and MaineDOT have their own complete streets policies, and this section should address how to handle conflicts between the three separate policies			Fidelity to network connectivity should be a measure too. The worse case with this policy is we get a bunch of unconnected projects that do nothing to support increased non-motorized transportation.		

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Overall this is a good summary, but the last line should be an “and” statement—indicating that network improvement, single location projects, *and* incremental small/improvements will be used to meet these goals, rather than giving the option of defaulting to small, incremental improvements only.	The first line should begin “Streets in Portland...”, rather than “Complete Streets in Portland...”. Complete Streets is the policy name, but shouldn’t the implementation/intent of that policy be that all streets are being planned, designed, maintained, and operated according to those principals? Right now this reads as though streets don’t need to meet those standards until they’ve been deemed ‘complete’, and others get a pass on accommodating the users mentioned in the second half of the statement.		This statement reads as very non-committal and hedging about what would be done differently from how roadways are currently planned and designed. If the purpose of this whole effort is to correct for the unsafe and overly car-focused design of our current road network at the expense of all other users, then there should be more of a *why* statement incorporated into this, even if it’s pointing back to Vision Zero as the more policy-focused document. For instance, the “Accounting for the needs of all roadway users” statement should be followed by a more affirmative statement of intent: “...from the very start of planning and design work, with special priority given to the safety and accessibility of more vulnerable roadway users like pedestrians and cyclists, in accordance with the city’s Vision Zero goals.” Also, there’s mention of changing the number of lanes, but only the “reconfiguration” of on-street parking, without the specific option for removal if safety or accessibility needs to take priority. The selective removal of certain on-street parking spaces (for instance, near intersections to improve sight lines) is a core aspect of Vision Zero when done correctly—like in Hoboken, NJ, which has gone over eight years without a traffic death—and this option should be clearly authorized in a complete streets policy, despite any anticipated pushback.	Again, the first line should just read “...and constructing streets”, so all streets are benefitting from these priorities, under the “complete streets” policy umbrella.	These exceptions are excessively broad, essentially making this entire policy non-binding and leaves far too much at the discretion of the Director of Public Works. The person in that role will be empowered to make policy decisions about 1) what is “excessive and disproportionate” cost for a safer street, based on their own guess at the anticipated number of users (which would be impossible to accurately forecast before the improved facility is built and more pedestrian/bike demand is induced), 2) what is “insufficient space” for these new facilities (insufficient within the existing curb lines? Insufficient without removing a car lane? Without removing street parking?) and what constitutes “reasonably similar” access on a nearby street (putting aside that drivers are never expected to take a less direct route to find a “reasonably similar” road for driving, and the expectation that pedestrians and cyclists will do so is inherently inequitable), 3) what is “a current or future need” for these facilities, when the current built environment is so hostile to pedestrians and cyclists, and therefore some number of people who would choose to travel by these modes (helping to establish the “need” for them) are preemptively forced into driving out of a concern for their safety. These exceptions should be narrowed considerably, and any project being given an exception should be required to petition for it (with documentation) at a public forum where comment can be given—ideally the Sustainability and Transportation committee of the City Council—so these decisions are being made out in the open and with the ability for the public to weigh in on what are ultimately public policy decisions.	Great!	In the types of possible bicycle facilities, “curb-separated lanes” should be included as a distinct facility, to differentiate from separated bike lanes, which could be as limited as a painted buffer, providing much less safety for bike lane users.	This entire section in effect duplicates of the caveats in section 6 (“Exceptions”). Why continue to add more boxes that need to be ticked before a safer, more accessible, and improved street for pedestrians and cyclists can be implemented? It should instead be the default, without needing to justify it with possible destinations (all sorts of people go to all sorts of places), land use context that leads to guesswork about number of non-car-driving road users, etc.	Great! Can the reporting of these performance measures be codified in a regular presentation to the Sustainability & Transportation committee of the City Council, so the public has easy and predictable access to this information?	Great!	This should include specific about where the reporting of performance metrics will be happening (who are they reported to, will there be public access and a forum for feedback?)—and language that creates more transparency into any exceptions given for projects (once an exception is documented, who’s getting that information?), and a higher barrier for approval of exceptions than the discretion of the Public Works Director (for instance, a vote of the Sustainability & Transportation committee of the City Council)—so that the default is for these policies to be implemented, and adhering to the City’s Vision Zero goals is the path of least resistance.

1. VISION	2. NETWORK	3. ALL USERS + ALL MODES	4. ALL PROJECTS	5. PRIORITIZING UNDERINVESTED AND UNDERSERVED COMMUNITIES	6. EXCEPTIONS	7. ALL AGENCIES + ALL ROADS	8. DESIGN STANDARDS AND GUIDELINES	9. COMMUNITY CONTEXT	10. PERFORMANCE MEASURES	11. PROJECT SELECTION	12. IMPLEMENTATION
					Items c. and e. include the ideas of "anticipated use" and "future need". These types of anticipatory metrics should not be relied on solely to waive the Complete Streets policy, for it it unclear how those metrics are extrapolating use. "Anticipated use" and "future need" often rely too heavily on scaling up current use to the proposed infrastructure. Non-driving infrastructure use, especially in areas that currently have poor non-driving infrastructure will grow and respond to better infrastructure with more of a positive feedback loop/ "snow ball" model. Take Washington Ave for example, where there is one bike lane running Southeast. If another bike lane is added going Northwest, the projected bike use won't double, it should more-than double.		In areas that snow, physically separating cars from non-cars becomes increasingly complicated from a plowing-logistics perspective. This does not mean however that physical barrier use should be underutilized in Portland. Plowing solutions should be pitched alongside separated bike lane infrastructure.				
	Separated bike lanes would be great, it would give drivers a good visual of where not to go, the lines fade and lots of drivers go way over the lines or just don't understand them. You can use the side walk plows to clear the bike lanes in the winter.	Is there another solution besides the knobby plastic rectangles that break as anti slip things where the sidewalk ends and street begins? They not only don't last but it's more plastic waste that goes into the sewer and then the ocean. They also sometimes come up on the sides and are trip hazards.	I trust you are up to date with current research and are doing the best thing for the city. Some.of the changes have been very confusing as a driver so more signage would be great. Or perhaps put reflective paint/ tape to show where to go or not to go. I'm forgetting the street name but when your driving behind the art museum and it's 2 lanes, you go through the light twords the old mercy and there is a large curb that is now protecting parking and the street goes down to one lane when you cross over (state st?). There was always a curb there but now it sticks way out, it threw off drivers for quite a while, they would dart in front of you when they realized there was a curb there. A better warning would be good!	I love this! It will also make walking around the city feel safer for folks coming from small towns into the big city. I hear safety concerns frequently from folks when they learn I live in Portland. I don't agree but I think perception is important.	This is fair	I think it's important to work well with other agency's, glad to hear it.	I absolutely love that this includes trees, landscaping, street furniture, adequate drainage! This makes a huge impact on how the city feels to both it's residents and people coming in to visit. It contributes to the happiness and vibrancy of the community, no one's feels good in a concrete jungle. Concrete jungles dont make you want to walk around, check things out and shop it makes you want to drive, park and get your item as quickly as possible and leave.	Great thinking!			
great	great	great	great	great	This feels like a lot of exceptions. I'm particularly concerned about B, C, D, ... there are lots of places	fine	great	This is a little long and confusing, sort of feels like it's just creating more excuses to not do complete	great, maybe include that it will be presented to the city council in January of each year - Make a specific	great	love it. Would like to have some specific smart goals, like by what date will the design manual be updated?

1. VISION	2. NETWORK	3. ALL USERS + ALL MODES	4. ALL PROJECTS	5. PRIORITIZING UNDERINVESTED AND UNDERSERVED COMMUNITIES	6. EXCEPTIONS	7. ALL AGENCIES + ALL ROADS	8. DESIGN STANDARDS AND GUIDELINES	9. COMMUNITY CONTEXT	10. PERFORMANCE MEASURES	11. PROJECT SELECTION	12. IMPLEMENTATION
It's very long, and a little hard to parse. I think it would benefit from more breakdown between vision and Goals, possibly with the goals as bullet points: without very clear goals success will be hard to measure.	This might want to shout out to the Master transportation plan: I see a cohesive network as being impossible without that plan. Maybe something like: "Plans at all levels, especially network wide plans, will ensure pedestrians, bicyclists, motorists and transit riders of all ages and abilities are able to safely move from destination to destination along and across a network of complete streets."	I would re-order this: "Pedestrians (including persons with disabilities), Public Transportation services (and access to public transportation by those with disabilities), Bicyclists, E-mobility device users {term agnostic, but they should be mentioned, we can't get rid of them} Emergency responders, Freight providers and Motorists"	This seems at first glance to conflict with some of the exceptions in section 6...	This is a really big problem in Portland: those with the time and energy have safer streets than those who don't have free time to advocate for them. I might say it in an even more neutral tone: what we should be doing is distributing complete streets based on risk harassment not on any other metric: dangerous streets need to be addressed, and should be addressed regardless of the income of those who live along them.	Ideally this policy would be written in such a way that exceptions are not necessary. I don't think one person should be responsible for determining an exemption is necessary; it should be ideally a board like the one recommended by PBPAC, which would include the DPW director, but also other perspectives. One problem with exemption A: it mentions detours: detours should consider the need for all users to continue using the infrastructure. A lack of detours for bikes, pedestrians can create serious safety concerns. I think the second part of B is pretty reasonable, esp. the parallel provision: the network needs to be complete, not each street. That's something I hope the Master plan process can really nail down: we need a plan for a network for every street!	The other option is to make clear that we shouldn't coordinate with partners if they're not following our Complete Streets policy or Vision Zero policy....	Really this needs, and will have, its own process, but, I think it's important to stress: A)intuitive legible design B)cohesive design that matches similar designs within Portland Everything has to start somewhere, and hopefully the master plan will allow us to plan a network of intuitive and legible streets which clearly guide everyone along the safest routes.	This is really something that needs to be included in the master plan...	This is really contingent on having clear goals in the vision section of this document. This also needs to be more concrete; it's hard to say what it means right now.	All projects should advance complete streets; any project that doesn't needs to be re-evaluated and set aside until it does.	This is the most important part. MAKE SURE THE S&T COMMITTEE discusses this part first, and not at the end of the meeting when they are all very tired. If the vision is the executive summary, this is kind of the conclusion, which should really have been first. This should specifically call out the technical manual and need for a master transportation plan: we really aren't going to get anywhere without them. It sort of does in a., but, could be more specific: if the planning board doesn't have time for it, the Council needs to give the technical manual to a special task force, or set up a complete streets Committee, or something; they need to commit to doing whatever they have to do to get it over the line when they pass this policy.
											There must be a better way than painting new lines every year. We go without visible lines for months and months before the painting is complete. Please improve that situation.
Vision should include a reference to the city's climate pollution reduction mandates, which require reducing the amount of motorized vehicle traffic in the city: "eeds of all current and future users and transportation modes AND FACILITATE NECESSARY REDUCTIONS IN MOTOR VEHICLE TRAFFIC VOLUMES in planning, etc."	Add the word "connected"			Thanks for including this.				"f. The volume, average speeds, and crash rates of motor vehicle traffic on the corridor, which collectively indicate the level of risk to roadway users. More dangerous roadways should require more robust protection measures for vulnerable road users and more robust speed management interventions for drivers."	City's climate plan also requires VMT (vehicle miles traveled) reductions, which could also be inferred from annual roadway AADT counts. Another recommended performance measure: square footage of impervious City of Portland paved roadway area. Complete streets policies should reduce this and thus deliver long-term savings to the city's operations budget and stormwater treatment costs.		Would be great if the City Council could also set aside a dedicated source of funding for Complete Streets improvements, e.g. 10% of parking meter fees.
looks good!	nice	nice									

1. VISION	2. NETWORK	3. ALL USERS + ALL MODES	4. ALL PROJECTS	5. PRIORITIZING UNDERINVESTED AND UNDERSERVED COMMUNITIES	6. EXCEPTIONS	7. ALL AGENCIES + ALL ROADS	8. DESIGN STANDARDS AND GUIDELINES	9. COMMUNITY CONTEXT	10. PERFORMANCE MEASURES	11. PROJECT SELECTION	12. IMPLEMENTATION
					Section c should be struck, unless a similar judgment evaluating the comparable anticipated number of car or truck/motor vehicle users of a given roadway or street is also undertaken. This section implicitly values operators of motorized vehicles over those using other modes of transport, and is counter to the policy's stated goals of equitable accessibility. Slmiliarly, Section d should either be struck or reworded to include a similar judgment of the feasibility of costs of facilities for motor vehicle users, so as not to prioritize motor vehicle users and facilities for motor vehicle use over other modes of transport. Again, the second clause of Section e. should be struck due to its prioritizing/valuing motor vehicle users and their facilities over other modes of transport. (I am referring to the section that reads "or there is a documented absence of current and future need (e.g. the roadway falls outside an established existing or planned transit route).")			It's not clear why the modifier "a relatively high number of" is needed to refer to "users of non-motorized transportation modes" in section c. To ensure provision of equitable access in line with the policy, it seems that the phrase should be struck from the section, unless similar constraint or modification is used to refer to the number of users of motorized transportation modes.	Would a semiannual basis for evaluation performance measures be possible? Annual seems almost too infrequent, given the urgency of the safety outcomes of the project and the background of recent pedestrian and cyclist deaths in Portland.		I am concerned that the final phrase of the last bullet point of section a. could undermine the successful implementation of Portland's Complete Streets Policy, because it seems as if it implies there could be a weakening of Portland's Complete Streets Policy when aligning it with, for example, the MaineDOT's complete streets policies. Perhaps the word "encourage in section a, bullet point three, should be changed to something like "ensure," and "in alignment with their complete streets policies" should be struck.
						Call out Metro specifically here					
	No need to prioritize motorists	No need to prioritize motorists			Too restrictive for increasing bike/ped. Too much power for DPW to override						
Your goals are too vague and don't focus on concrete markers- what does equitability matter if you build a bicycle lane no one wants to use? Better would be this: "The goal is to create a functional, well-designed, and intelligently connected street network that supports all modes of travel—while prioritizing pedestrians, cyclists, and public transit, and reducing or restricting car access where appropriate to make better use of urban space."	Motorists should be least prioritized and even deprioritized. You should consider closing off whole intersections to make squares or walkable plazas do drive more urban community congregation zones : ie intersections on forest Ave /allen Ave Stevens Ave and woodfords corner.		Include closers of certain roads converting to strictly public space with special locks or guards for emergency vehicles and public transport	Irrelevant - prioritize what makes the most sense for better roads and goals to benefit the most. That will in turn benefit these communities. IE block parts of forest ave to commuters so public buses can travel more regularly and faster and now that benefits these communities because their commute is cut in half	D is too restrictive and allows for abuse to prevent good projects from being built. Allow for these kinds of reviews after the fact but not for stalling				Include traffic reduction, accident reduction and increased pedestrian usage		

1. VISION	2. NETWORK	3. ALL USERS + ALL MODES	4. ALL PROJECTS	5. PRIORITIZING UNDERINVESTED AND UNDERSERVED COMMUNITIES	6. EXCEPTIONS	7. ALL AGENCIES + ALL ROADS	8. DESIGN STANDARDS AND GUIDELINES	9. COMMUNITY CONTEXT	10. PERFORMANCE MEASURES	11. PROJECT SELECTION	12. IMPLEMENTATION
	Continuous is a key word here that hasn't been fully implemented and still plagues new designs and renovated streets. Especially when considering new and novel bicycle and pedestrian infrastructure, we need to ensure they connect to the intersecting infrastructure which may be of a different design. Or commit to a design and require it to be followed through on everywhere.	The words are correct. Do it. Implement it. Prove the statement is true by funding the implementation of ways that serve all users, not simply those in private vehicles.	Again, the words are correct. Do it. Implement it. Do not allow for exceptions. Enforce TRUE IMPLEMENTATION. I can think of multiple "new builds" where there is technically a sidewalk installed after all is said and done but water pipes and other utilities sticking out of a building into the sidewalk space prevent passage, not only of wheelchairs or strollers, but in some cases even a single walking pedestrian. This is also an example of a dead ending sidewalk. See Avon St post-Hiawatha build.	In addition to new investments and improvements this should also include maintenance of existing infrastructure in all neighborhoods. Street and sidewalk sweeping is non-existent in low income neighborhoods, such as Parkside where you can see leaves piled on the sides of Mellen St all year round which accumulates trash and dangerous waste such as needles, making for inequitable access to safe parking, biking and walking.	Exceptions defeat the initiative if it isn't consistently applied. Funds must be allocated for the ongoing work needed to commit to and implement this policy. Without committed funds, this is a collection of words on paper and the internet with no teeth to allow it to come to fruition and start to protect and serve all users of Portland's streets.						
difficult to parse and run-on sentences. Suggestion: The goal is to create an equitable, accessible and connected network to accommodate all modes of travel. Outcomes will align with the City's commitment to safety, Vision Zero, appropriate land use, sustainability, and public health. All streets are different and the needs of all users must be flexibly balanced.	more run-on sentences. Suggestion: Complete streets in Portland shall be planned, designed, maintained, and operated to enable safe, convenient, appealing, and continuous travel networks for all users. Pedestrians, bicyclists, motorists and transit riders of all ages and abilities must be able to safely arrive at their destinations via a network of complete streets.	Suggestion: This policy is inclusive of users of all ages and abilities and all modes including: motorists; bicyclists; pedestrians,(including those with disabilities, wheelchair users) asl well as public transportation vehicles and patrons; freight providers, and emergency responders.	Suggestion: This includes all publicly- and privately-initiated roadway projects; new construction, reconstruction, repaving/rehabilitation, resurfacing, restriping, or roadway retrofit.	Suggestion: the City of Portland shall identify and prioritize UNDERSERVED communities with the goal...	c is hard to support. If you dont build it, they won't come. Like bike lanes. You have to build them before folks will use them. Nor can you predict how many will use it because other facilities may spring up in the future that could use non-automobile access. Thompsons Point, for ex. Much better served by bicycles, due to limited space for parking.	These run on sentences are really hard to read. Suggestions: The City of Portland shall collaborate interdepartmentally, and externally with PACTS, Maine DOT, utilities and METRO to coordinate Complete Street practices.	"ADA compliance". For the last sentence, try: The City shall follow the design manuals, standards and guidelines above as applicable to the Complete Streets Policy. Innovative and non-traditional design options will be considered as long as comparable levels of user safety is provided.				
Sounds good	Sounds good	Sounds good	Sounds good	Sounds good	I am a bit nervous that item D is overly broad especially with regards to "impacts on neighboring land uses"	Sounds good	Sounds good	Sounds good	Sounds good	Sounds good	Sounds good
This sounds more like a catalog of terms than a clear vision. Why not use all these words in terms to define complete streets, and then just say "complete streets" henceforth in the document?	See above. I would rewrite this to say "Portland show create a network of complete streets" I like to use the terms motorists and bicyclists (as opposed to drivers and bikers).	Again this could go into the definition of complete streets. A description that includes both wheelchair users and freight providers is a little weird.	The section could be written to say "all projects will be built to the standard of complete streets"	" Underserved communities shall receive priority when determining which areas shall receive a complete streets makeover"	These are quite a lot of exceptions, and leaves a lot to the discretion of one person. It would be nice to have a tool kit of "micro improvements" they can be easily implemented in all or most of these cases.	Again, this section could be shortened if you put a robust definition of the words "complete streets" at the onset of this document	OK. This is the first mention of any of the nitty-gritty, and what it is saying is that two departments shall take an eclectic approach drawing from a potpourri of manual standards practices guidelines as they see fit. This, is not a policy. This is an arbitrary and ad hoc practice albeit one that is guided by a "vision" It would be nice if advocates and community stakeholders would be mentioned in the list of Resources.	You could substitute the word "constructed" for the word "Man made" (and yes, man-made is one word).	This section is pretty good, it would be nice to have more specifics though. You might also change "biking" to "bicycling" or "cycling." Biking "generally refers to motorcycle riding."	Nice and concise	There ought to also be some language about evaluation here. Just at a project included "current best practices" doesn't automatically ensure success. These projects need to be continually evaluated, and if necessary, revised.

Complete streets 2 views

Subscribe  



Helen White <helenwhite38@gmail.com>
to planning@portlandmaine.gov

May 22, 2025, 4:05:01 PM (17 hours ago)   

I have no problem with the complete streets design. The problem I have is that so many drivers don't understand the concept of the turn lane -- I have seen drivers sit in the regular driving lane signaling for a left turn into a parking lot and tie up traffic. If only they had used the turn lane.

Helen White

1. Vision. The City of ~~Portland's~~ Portland shall develop and maintain a safe, predictable, continuous, convenient, accessible, and connected network of streets ~~shall sustainably that~~ provide for the year-round needs of all current and future users and all transportation modes. ~~in planning, programming, design, construction, reconstruction, paving, retrofit, operations, and maintenance activities.~~

2. Goals. The goals of this policy are to: ~~The goal is to create a connected network of facilities accommodating each mode of travel that is consistent with and supportive of the local community;~~

- Ensure that pedestrians, bicyclists, motorists and transit riders of all ages and abilities are able to move from destination to destination along and across a network of complete streets;
- Improve multi-modal safety outcomes in alignment with the City's initiatives such as Vision Zero;
- Complement land use patterns to support local businesses, enhance neighborhood livability, and foster people-centered public spaces;
- Support the City's sustainability goals, including a shift toward multi-modal transportation, as defined in *One Climate Future*, the City's climate action plan;
- Provide access to and connectivity between all neighborhoods, with a focus on those that are historically underinvested and underserved; and
- Enhance public health by encouraging active transportation and improvements to air and water quality;

recognizing that all streets are different and that the needs of various users will need to be balanced in a flexible context-sensitive manner.

~~Complete Streets contribute to the city's sustainability and livability goals including: creating a comprehensive, equitable, and fully accessible transportation network; enhancing public safety and public health; complementing land use patterns and economic development; and, achieving energy and environmental sustainability.~~

~~Decisions regarding the public right-of-way shall promote use by all users and all modes in a safe, balanced and effective manner taking into account the surrounding community context and land uses. The principles and policies guiding these decisions shall be known as Complete Streets.~~

~~**2. All Users and All Modes.** This Policy is inclusive of all users of all ages and abilities and all modes including: motorists; bicyclists; pedestrians, including persons with disabilities which may use mobility devices such as wheelchairs; public transportation services, vehicles and patrons; freight providers; and, emergency responders.~~

3. All Projects. ~~Early consideration of all modes for all users will be important to the success of this Policy.~~ Complete Streets can ~~shall~~ be achieved through network-level planning, network-level improvements, through integration into single location projects, and/or incrementally, through a series of small improvements or maintenance activities. Those planning and designing projects that affect public streets ~~will give due consideration to within the public right-of-way shall account for the needs of all roadway~~ street users and all modes from the very start of planning and design work. This ~~will apply~~

~~to include~~ all ~~roadway~~ publicly- and privately-initiated street projects, including those involving new construction, reconstruction, ~~re-paving~~repaving/rehabilitation ~~or roadway~~, resurfacing, restriping, or street retrofit. ~~Roadway~~ as well as private development projects subject to site plan review. Street retrofits may include changes in the allocation of the right-of-way and pavement space on an existing ~~roadway~~street, such as changes to the number and use of lanes, changes in lane widths, and/or reconfiguration ~~or removal~~ of on-street parking.

~~When applying for and reviewing projects for funding purposes regardless of funding source, Complete Street practices and principles will be included, as appropriate, for all projects that affect the public right-of-way.~~

24. All Users and All Modes. This ~~p~~Policy is inclusive of ~~all~~ users of all ages and abilities, including children and older adults, and all modes including: ~~motorists~~; bicyclists; pedestrians, including persons with disabilities ~~who~~ich may use mobility devices such as wheelchairs and persons with strollers; public transportation services, vehicles, and patrons; freight and delivery providers; ~~and~~, emergency responders; and motorists.

5. Prioritizing underinvested and underserved communities. In planning, designing, and constructing streets, and in alignment with the Capital Improvement Plan process, the City of Portland shall prioritize equitable community investments, with the goal of ensuring the equitable distribution of complete streets benefits across the city and equitable access to a network of complete streets that provide connections to important destinations.

6. Exceptions. ~~Bicyclist, pedestrian and bus transit users and facilities and their considerations shall be included in street construction, re-construction, re-paving, and rehabilitation projects, except under one or more of the following conditions:~~ This policy shall not apply when a project involves a right-of-way where bicyclists and/or pedestrians are prohibited by law or when a ~~a~~ project involves only ordinary maintenance ~~or emergency repair~~ activities designed to keep assets in serviceable condition, such as mowing, cleaning, sweeping, spot repair, concrete joint repair, or pothole filling, or when interim measures are implemented on temporary detour routes.

~~b. The~~ In addition, the City Manager or their designee may approve exceptions to this policy based on documented findings presented by the Director of Public ~~Services, Works~~ or ~~their~~ designee, ~~determines therein consultation with other City departments, which demonstrate one or more of the following:~~

- a. ~~There~~ is insufficient space to safely accommodate new ~~or enhanced~~ facilities and a parallel or nearby facility provides ~~a reasonable level of~~reasonably similar accessibility to destinations.
- ~~c. The Director of Public Services determines there are relatively high safety risks.~~
- b. ~~d. The City Council exempts a project due to the excessive and disproportionate~~ ~~The~~ cost ~~or right-of-way impacts~~ of establishing ~~a bikeway, walkway or transit enhancement~~new ~~or enhanced facilities~~ as part of a project ~~would be excessive and disproportionate~~ in relation to the anticipated number of users.
- ~~e. As part of its Development Review process the Planning Board may waive sidewalk requirements based upon its formal, structured waiver provisions.~~

- ~~c. f. The City Engineer and Planning Staff jointly determine that the construction~~Establishing new or enhanced facilities is not practically feasible or cost-effective because of significant ~~or adverse environmental~~ impacts to historic resources, streams, ~~flood plains~~floodplains, remnants of native vegetation, wetlands, steep slopes or other critical areas;~~;~~ or due to impacts on neighboring land uses, ~~(including impact impacts from right-of-way acquisition);~~ or
- ~~e. d. There is a documented absence of current and future need (e.g. the street falls outside an established existing or planned transit route).~~
- ~~g. The project involves a roadway that bicyclists and/or pedestrians are prohibited by law or the roadway falls outside an established existing bus transit route or where it is reasonably determined a future bus transit route will not occur.~~

Sidewalk or transit shelter requirements for a private development project are formally waived based upon the waiver provisions within Chapter 14 of the Code of Ordinances.

5. Network. ~~Complete streets are planned, designed, maintained and operated to enable safe, convenient, appealing and continuous travel networks for all users. Pedestrians, bicyclists, motorists and bus riders of all ages and abilities are able to safely move from destination to destination along and across a network of complete streets.~~

~~Complete Streets can be achieved through network level improvements, through integration into single location projects, or incrementally, though a series of small improvements or maintenance activities.~~

~~Transportation improvements will include facilities and amenities, as appropriate, that are recognized as contributing to Complete Streets, which may include pavement markings and signs; street and sidewalk lighting; sidewalks and pedestrian safety improvements such as medians/pedestrian refuges, curb extensions and crosswalk improvements; improvements that provide ADA (Americans with Disabilities Act) compliant and full accessibility such as curb ramps and accessible pedestrian signals; transit accommodations including bus shelters and improved pedestrian access to transit stops and centers; bicycle detection at intersections and bicycle accommodations including, shared use lanes, paved shoulders, wide travel lanes or bike lanes as appropriate; bicycle parking; and street trees, landscaping, street furniture and adequate drainage facilities, including opportunities for 'green' stormwater management facilities and practices.~~

7. All Agencies and All RoadsStreets. ~~The design of new, rehabilitated or reconstructed facilities should anticipate likely future demand for bicycling, walking, transit and motorist use and should not preclude the provision of future improvements.~~

The City of Portland ~~shall will~~ coordinate and collaborate internally across departments, with other transportation agencies including PACTS and the MaineDOT, and with other users of the public right-of-way, such as utilities and public transportation providers, including Greater Portland METRO, to ensure that the principles and practices of ~~Cc~~complete ~~Ss~~streets are embedded within their planning, design, construction, and maintenance activities in the City of Portland.

8. Design Standards and Guidelines. The Department of Public ~~Services-Works~~ and the Department of Planning ~~&and~~ Urban Development shall incorporate complete streets best practices into adapt, develop and adopt inter-departmental policies, urban design guidelines, zoning and performance standards and other guidelines based upon resources identifying best practices in urban design and street design, construction, operations, and maintenance, using. These resources include ing, but are not limited to the most recent version of: the AASHTO Policy on Geometric Design of Highways and StreetsGreen Book; AASHTO Guide for the Planning, Designing and Operating Pedestrian Facilities; AASHTO Guide for the Development of Bicycle Facilities; NACTO Urban Street Design Guide; NACTO Transit Street Design Guide; NACTO Urban Bikeway Design Guide; MassDOT's Separated Bike Lane Planning & Design Guide; ITE Designing Walkable Urban Thoroughfares: A Context Sensitive Approach; NACTO Urban Bikeway Design Guide; Manual on Uniform Traffic Control Devices; and US Access Board Public Right-of-Way Accessibility Guidelines; and Tactical Urbanism: Short Term Action for Long Term Change.

Transportation improvements projects shall will include appropriate facilities and features amenities, as appropriate, that support and enhanceare recognized as contributing to Ccomplete Sstreets, such as:

- a. which may include Ppavement markings and signs;
- b. Sstreet and sidewalk lighting;
- c. Ssidewalks and pedestrian safety improvements such as medians/pedestrian refuges, curb extensions, raised intersections, pedestrian hybrid beacons, rectangular rapid flashing beacons (RRFBs), and crosswalk improvements;
- d. Shared streets or street closures to motor vehicle traffic;
- e. Iimprovements that provide ADA (Americans with Disabilities Act) compliant and full accessibility such as curb ramps and accessible pedestrian signals;
- f. Traffic calming improvements;
- g. Ttransit accommodations including bus shelters, and improved pedestrian access to transit stops and centers, and where appropriate transit priority treatments such as dedicated lanes and queue jumpers;
- h. Bbicycle detection at intersections and bicycle accommodations including curb-separated bicycle lanes, separated bicycle lanes, shared use lanes, paved shoulders, wide travel lanes or in-street bike lanes as appropriate; and
- i. bicycle parking; and sStreet trees, landscaping, street furniture, bicycle parking, and adequate drainage facilities, including opportunities for 'green' stormwater management facilities and practices.

When fulfilling this cComplete sStreets policy the City willshall follow the design manuals, standards, and guidelines above, as applicable, but should ~~be~~ not be precluded from considering innovative or non-traditional design options where a comparable level of safety for users is present or provided.

9. Community Context. It will be important to All projects that affect streets within the success public right-of-the Complete Streets policy to ensure that the project development process includes way shall include early consideration of the existing and planned land use and transportation context of the project, the identification of gaps or deficiencies in the transportation network for various user groups that could be addressed by the project, and an assessment of the tradeoffs to balance the needs of all users. The context factors that should be given high priority include the following:

~~a. Whether the corridor provides a primary access to one or more significant destinations such as a community or regional park or recreational area, a school, a shopping/commercial area, a local transportation center or other multimodal center, or an employment center~~

~~b. Whether the corridor provides access across a natural or man-made barrier such as a river or freeway~~

~~c. Whether the corridor is in an area where a relatively high number of users of non-motorized transportation modes can be anticipated~~

~~d. Whether a road corridor provides, or could provide, continuity or connectivity links for an existing trail or path network~~

~~e. Whether nearby and/or parallel routes provide a similar Quality or Level of Service, convenience and connectivity already exist or could be implemented.~~

10. Performance Measures. The City will define performance measures to track the progress of implementation and outcomes of this Policy and supporting documents, such as the Comprehensive Plan policy. Such measures shall may include, but not be limited to: improvements in percentage of transportation projects which implement complete streets elements; distribution of complete streets projects; safety for all roadway/street users; increased capacity and connectivity for all modes of transportation; (e.g. miles of bicycle and pedestrian facilities); usage (such as mode share) of biking/bicycling, walking, and transit; miles of bicycle and pedestrian facilities, including for school-based trips; and attainment of ADA compliance. Such measures shall be incorporated into relevant plans, manuals, policies, processes and programs. The Departments of Public Services-Department Works and Planning & Urban Development shall work with other departments and agencies to track and report on such performance measures, as appropriate, on an annual basis. An annual report covering the prior year will be presented to the City Council's Sustainability and Transportation Committee (or successor committee overseeing transportation) by January 31 of each year.

11. Project selection and development. In long-range and capital planning, the City of Portland shall prioritize projects that advance this complete streets policy, including through pilot projects.

11.12. Implementation. The City will develop implementation strategies that will include, but are not limited to: implement this policy by:

- a. ~~a.~~ Restructuring Policies and Procedures
 - Evaluate/Evaluating and revise/revising manuals and practices to ensure that they support safe, accessible, and complete streets design.
 - Develop/Developing project checklists for the incorporation of Complete Streets/complete streets elements into projects, plans, and other activities affecting streets and the public-right-of way, including documentation for exceptions.

- ~~Work~~Working with governmental agencies such as PACTS and the MaineDOT to ~~encourage~~ensure incorporation of the City's ~~c~~Complete ~~s~~Streets policy into transportation projects under their jurisdiction.
- Creating interdisciplinary project teams to review street designs for multi-modal performance.

~~b. Developing Design Policies and Guidelines~~

- ~~Develop and adopt street network plans.~~
- ~~Develop Level/Quality of Service indicators for motor vehicle, pedestrian, bicycling and transit facilities and services.~~

~~b.~~ Providing Training

- ~~Continue~~Continuing education of staff and public officials on the principles and practices of ~~c~~Complete ~~s~~Streets.

~~c.~~ Improving and Updating Performance Measures

- ~~Identify~~Identifying and updating performance goals and targets.
- ~~Develop tracking measures such as safety, facility use and modal shifts to gauge success.~~
- Annually reporting on progress toward performance goals and targets as outlined in Section 10 of this policy, and biannually reporting on exceptions granted under Section 6 of this policy.

1. Vision. The City of Portland shall develop and maintain a safe, predictable, continuous, convenient, accessible, and connected network of streets that provide for the year-round needs of all current and future users and transportation modes.

2. Goals. The goals of this policy are to:

- a. Ensure that pedestrians, bicyclists, motorists and transit riders of all ages and abilities are able to move from destination to destination along and across a network of complete streets;
- b. Improve multi-modal safety outcomes in alignment with the City's initiatives such as Vision Zero;
- c. Complement land use patterns to support local businesses, enhance neighborhood livability, and foster people-centered public spaces;
- d. Support the City's sustainability goals, including a shift toward multi-modal transportation, as defined in *One Climate Future*, the City's climate action plan;
- e. Provide access to and connectivity between all neighborhoods, with a focus on those that are historically underinvested and underserved; and
- f. Enhance public health by encouraging active transportation and improvements to air and water quality;

recognizing that all streets are different and that the needs of various users will need to be balanced in a context-sensitive manner.

3. All Projects. Complete streets shall be achieved through network-level planning, network-level improvements, integration into single location projects, and incrementally, through a series of small improvements or maintenance activities. Those planning and designing projects that affect streets within the public right-of-way shall account for the needs of all street users and all modes from the very start of planning and design work. This includes all publicly- and privately-initiated street projects, including those involving new construction, reconstruction, repaving/rehabilitation, resurfacing, restriping, or street retrofit as well as private development projects subject to site plan review. Street retrofits may include changes in the allocation of the right-of-way and pavement space on an existing street, such as changes to the number and use of lanes, changes in lane widths, and/or reconfiguration or removal of on-street parking.

4. All Users and All Modes. This policy is inclusive of users of all ages and abilities, including children and older adults, and all modes including: bicyclists; pedestrians, including persons with disabilities who may use mobility devices such as wheelchairs and persons with strollers; public transportation services, vehicles, and patrons; freight and delivery providers; emergency responders; and motorists.

5. Prioritizing underinvested and underserved communities. In planning, designing, and constructing streets, and in alignment with the Capital Improvement Plan process, the City of Portland shall prioritize equitable community investments, with the goal of ensuring the equitable distribution of complete streets benefits across the city and equitable access to a network of complete streets that provide connections to important destinations.

6. Exceptions. This policy shall not apply when a project involves a right-of-way where bicyclists and/or pedestrians are prohibited by law or when a project involves only ordinary maintenance or emergency repair activities designed to keep assets in serviceable condition, such as mowing, cleaning, sweeping, spot repair, concrete joint repair, or pothole filling, or when interim measures are implemented on temporary detour routes.

In addition, the City Manager or their designee may approve exceptions to this policy based on documented findings presented by the Director of Public Works or their designee, in consultation with other City departments, which demonstrate one or more of the following conditions:

- a. There is insufficient space to safely accommodate new or enhanced facilities and a parallel or nearby facility provides reasonably similar accessibility to destinations.
- b. The cost or right-of-way impacts of establishing new or enhanced facilities as part of a project would be excessive and disproportionate in relation to the anticipated number of users.
- c. Establishing new or enhanced facilities is not practically feasible or cost-effective because of significant adverse impacts to historic resources, streams, floodplains, remnants of native vegetation, wetlands, steep slopes or other critical areas; or due to impacts on neighboring land uses (including impacts from right-of-way acquisition); or
- d. There is a documented absence of current and future need (e.g. the street falls outside an established existing or planned transit route).

Sidewalk or transit shelter requirements for a private development project may also be formally waived based upon the waiver provisions within [Chapter 14 of the Code of Ordinances](#).

7. All Agencies and All Streets. The City of Portland shall coordinate and collaborate internally across departments, with other transportation agencies including PACTS and the MaineDOT, and with other users of the public right-of-way, such as utilities and public transportation providers, including Greater Portland METRO, to ensure that the principles and practices of complete streets are embedded within their planning, design, construction, and maintenance activities in the City of Portland.

8. Design Standards and Guidelines. The Department of Public Works and the Department of Planning & Urban Development shall incorporate complete streets best practices into street design, construction, operations, and maintenance, using resources including but not limited to the most recent versions of: the AASHTO Policy on Geometric Design of Highways and Streets; AASHTO Guide for the Planning, Designing and Operating Pedestrian Facilities; AASHTO Guide for the Development of Bicycle Facilities; NACTO Urban Street Design Guide; NACTO Transit Street Design Guide; NACTO Urban Bikeway Design Guide; MassDOT's Separated Bike Lane Planning & Design Guide; Manual on Uniform Traffic Control Devices; US Access Board Public Right-of-Way Accessibility Guidelines; and Tactical Urbanism: Short Term Action for Long Term Change.

Transportation projects shall include facilities and features that support and enhance complete streets, such as:

- a. Pavement markings and signs;
- b. Street and sidewalk lighting;

- c. Sidewalks and pedestrian safety improvements such as medians/pedestrian refuges, curb extensions, raised intersections, pedestrian hybrid beacons, rectangular rapid flashing beacons (RRFB), and crosswalk improvements;
- d. Shared streets or street closures to motor vehicle traffic;
- e. Improvements that provide ADA (Americans with Disabilities Act) compliant and full accessibility such as curb ramps and accessible pedestrian signals;
- f. Traffic calming improvements;
- g. Transit accommodations including bus shelters, improved pedestrian access to transit stops and centers, and where appropriate transit priority treatments such as dedicated lanes and queue jumpers;
- h. Bicycle detection at intersections and bicycle accommodations including curb-separated bicycle lanes, separated bicycle lanes, shared use lanes, paved shoulders, wide travel lanes, or in-street bicycle lanes; and
- i. Street trees, landscaping, street furniture, bicycle parking, and adequate drainage facilities, including opportunities for 'green' stormwater management facilities and practices.

When fulfilling this complete streets policy the City shall follow the design manuals, standards, and guidelines above, as applicable, but should not be precluded from considering innovative or non-traditional design options where a comparable level of safety for users is present or provided.

9. Community Context. All projects that affect streets within the public right-of-way shall include early consideration of the existing and planned land use context, the identification of gaps or deficiencies in the transportation network for various user groups that could be addressed by the project, and an assessment of the tradeoffs to balance the needs of all users.

10. Performance Measures. The City will define performance measures to track the implementation and outcomes of this policy. Such measures may include, but not be limited to: percentage of transportation projects which implement complete streets elements; distribution of complete streets projects; safety for all street users; capacity and connectivity for all modes of transportation (e.g. miles of bicycle and pedestrian facilities); usage (such as mode share) of bicycling, walking, and transit, including for school-based trips; and attainment of ADA compliance. Such measures shall be incorporated into relevant plans, manuals, policies, processes, and programs. The Departments of Public Works and Planning & Urban Development shall work with other departments and agencies to track and report on such performance measures on an annual basis. An annual report covering the prior year will be presented to the City Council's Sustainability and Transportation Committee (or successor committee overseeing transportation) by January 31 of each year.

11. Project selection and development. In long-range and capital planning, the City of Portland shall prioritize projects that advance this complete streets policy, including through pilot projects.

12. Implementation. The City will implement this policy by:

- a. *Restructuring Policies and Procedures*
 - Evaluating and revising manuals and practices to ensure that they support safe, accessible, and complete streets design.

- Developing project checklists for the incorporation of complete streets elements into projects, plans, and other activities affecting streets and the public-right-of way, including documentation for exceptions.
 - Working with governmental agencies such as PACTS and the MaineDOT to ensure incorporation of the City's complete streets policy into transportation projects under their jurisdiction.
 - Creating interdisciplinary project teams to review street designs for multi-modal performance.
- b. *Providing Training*
- Continuing education of staff and public officials on the principles and practices of complete streets.
- c. *Improving and Updating Performance Measures*
- Identifying and updating performance goals and targets.
 - Annually reporting on progress toward performance goals and targets as outlined in Section 10 of this policy, and biannually reporting on exceptions granted under Section 6 of this policy.



Staff Memo To:
Mayor Mark Dion & City Council

MEETING DATE

July 14, 2025

PURPOSE

To review an update to the City of Portland's 2012 complete streets policy and consider adoption of the revised policy.

COMMITTEE RECOMMENDATION

The S&T Committee met on June 16, 2025 to review the final draft of the updated policy. At that meeting, the Committee voted unanimously (3-0) to recommend adoption to the Council with minor edits, which have been incorporated here.

COMMITTEE WORK PLAN/CITY COUNCIL GOAL ALIGNMENT

At its June 16, 2025 meeting, the S&T Committee voted unanimously (3-0) to recommend adoption of the draft updated complete streets policy with minor edits to reflect the input of Councilor Bullett. This vote came after two prior workshops where the Committee expressed interest in reviewing the City's existing complete streets policy and subsequently considered the policy as it stands today. Guiding an update to the complete streets policy was included in the Committee's 2025 work plan.

The complete streets policy supports the goals outlined in the City's Comprehensive Plan, *Portland's Plan 2030*, and is also embedded in the City's climate action plan, *One Climate Future*.

BACKGROUND/ANALYSIS

What are 'streets?'

The complete streets policy generally uses the term "streets within the public right-of-way" when referring to streets. For reference, the City's land use code defines "street" as follows:

Street. A public way established by or maintained under public authority, or a way dedicated to the use of the public and appearing on the official map of the city.

(Chapter 25 of the city code does not provide an overarching definition of street, although the term is defined in the article on the removal of ice and snow.) Under the land use code's definition, streets can be accepted, unaccepted, built, and unbuilt. Though not explicit, the complete streets policy is generally written to reference built streets (e.g. the policy refers to consideration in "all project," accounting for the needs of users "from the start of planning and design work" and "develop[ing] and maintain[ing]" a network of streets.

What are complete streets?

Complete streets is a transportation approach that ensures that streets are planned, designed, built, operated, and maintained to provide safe, convenient, and accessible travel for all users, including pedestrians, bicyclists, motorists, and transit riders, regardless of age or ability. While the design of complete streets varies by context, they commonly include consideration of core elements like sidewalks, bike lanes, transit accommodations, crosswalks, lighting, and ADA-accessible curb ramps.

In 2011, the City Council unanimously passed a complete streets resolution that included principles to guide development of a complete streets policy. The following year, staff developed a [complete streets policy](#), based on best practice and stakeholder engagement (*Attachment 1*). The Council unanimously adopted the policy on December 17, 2012.

The complete streets policy is founded on the principle that streets should accommodate all users and modes of transportation. By adopting the policy, the City acknowledged that complete streets play a vital role in advancing key objectives, including developing a comprehensive, equitable, and accessible transportation network; enhancing public safety and health; supporting land use objectives and economic development; and reducing greenhouse gas emissions and promoting climate resilience. The existing policy establishes a vision, defines terms of applicability, and outlines exceptions. The policy also suggests a number of means through which to implement the policy, including through education, tracking performance standards, and adapting and developing design guidelines with references to numerous street design manuals that reflect national best practice.

PROCESS

On March 12, 2025, the S&T Committee reviewed the City's existing complete streets policy. Councilors expressed broad support for updating the policy to reflect current best practices. Councilors suggested engaging staff across departments in drafting revisions, and also that outside stakeholders be integrated in the revision process.

Following the March 12 meeting, staff developed a scope of work for updating the policy. Among the principles central to this scope were:

1. **Build on the strengths of the existing complete streets policy.** The City's existing complete streets policy meets many of the National Complete Streets Coalition's criteria for best practice. Furthermore, and more importantly, the existing policy has been effective in producing significant complete streets capital investments in the City of Portland, as well as serving as a springboard for changes in related land use and transportation policy. Changes should improve the policy and leave effective parts of the policy intact.
2. **Fit the policy within the context.** As noted in the March 12 S&T Committee meeting, the City's complete streets policy exists within a context of additional tools that the City uses to achieve complete streets ends. For instance, the City uses our land use code, including the site plan ordinance, to leverage private investments in complete streets. We use our *Technical Manual* to establish technical specifications for complete

streets elements. Our policy intersects with the policies of our partners, including MaineDOT and PACTS, who are tied to many of our transportation investments. And lastly, the City has committed funding to develop a comprehensive transportation plan, which will result in network-level recommendations for multi-modal investments. The policy should augment and align with these other tools, not replace or compete with them.

3. **Engage stakeholders for targeted feedback.** Portland benefits from the presence of strong bicycle, pedestrian, and transit advocates, who have a wide range of experiences with the city's streets. These experiences should be used to help inform the policy.

In keeping with these principles, the drafting process included the following steps.

1. **Assessment of the existing complete streets policy.** Staff in Planning & Urban Development reviewed the existing complete streets policy through the lens of the [National Complete Streets Coalition's Complete Streets Policy Framework](#). This framework includes a rubric for assessing the strength of local complete streets policies.
2. **Initial drafting.** Following this review, staff in Planning & Urban Development and the Department of Public Works collaborated on early draft revisions to the existing complete streets policy. These revisions were based on best practice embedded within the *Complete Streets Policy Framework* as well as careful consideration of the ways in which this best practice intersects with existing City processes around street design and construction, capital planning, data collection, and reporting, as well as other tools and guides.
3. **Interdepartmental review.** The early drafts were shared with staff across additional departments, including Public Health and the Fire Department. Feedback from those departments was broadly supportive.
4. **Stakeholder engagement.** Following internal review, staff shared the draft with a group consisting of representatives from the Bicycle Coalition of Maine, the Portland Bicycle and Pedestrian Advisory Committee, and Portland Trails. The group met in-person to discuss the draft on May 16. Feedback included both technical suggestions around the structure and legibility of the policy and input on specific content. Major themes included the desire for more clarity on the vision and goals, more specificity on exceptions to the policy (including the exceptions process), additional performance metrics, clear and regular reporting, more control on state-involved roadways, and more public engagement in the processes that flow from the policy.
5. **Public review.** On May 20, the City published the draft online for public review. The link to the online comment form was shared via the City's social media accounts and the Friday news round-up, as well as directly with the stakeholder group including representatives of the Bicycle Coalition of Maine, PBPA, and Portland Trails. By the time the form closed on May 30, there were 26 respondents and comments on all elements of the working draft. These comments are included as *Attachment 2*. In addition, the Planning & Urban Development received one public comment via email, which is included as *Attachment 3*. In general, the public comments aligned with those from the stakeholder group, focusing on revising language to remove any bias toward vehicles, how and by whom exceptions to the policy can be granted, how broadly

exceptions should be written, how and what performance measures are tracked, and next steps for implementation.

6. **Final revisions.** Using both feedback from the stakeholder group and broader public comment, staff revised the draft, making significant changes to address concerns regarding organization, clarity, and content. The revised draft was shared for feedback across departments, and the resulting final draft was considered by the S&T Committee on June 16.
7. **S&T consideration.** On June 16, the S&T Committee reviewed the final draft updated policy and provided minor comments. These included a suggestion to explicitly reference children and strollers in the policy, to include hyperlinks to sidewalk and transit shelter waiver provisions from the land use code, and to incorporate more frequent reporting on exceptions granted under the policy. Staff integrated these suggestions into the final version included here in *Attachments 4 and 5*.

PROPOSED UPDATES

The proposed changes include:

1. **Simplifying the vision statement.** The vision statement has been simplified, and goal-like statements have been moved into a separate section of the policy. Goals are now highlighted as a way to provide structure for performance tracking in future years.
2. **Adding new sections to align with national guidance.** Based on guidance from the National Complete Streets Coalition's *Complete Streets Policy Framework*, the updated draft includes new sections addressing underinvested and underserved communities and project prioritization. Both of these new sections make reference to the City's CIP process, rather than establishing new criteria for project selection that might overlay other mechanisms for capital planning.
3. **Clarifying exceptions.** The updated policy makes significant changes to the section on exceptions, clarifying the difference between instances where the policy generally does not apply and case-specific exceptions. The revisions also designate the City Manager or their designee as the granting entity, and require documented findings from the Director of the Department of Public Works in consultation with other City departments in order to grant an exception. Lastly, the case-specific exceptions have been aligned with guidance from the National Complete Streets Coalition.
4. **Adding cross-departmental references.** In various parts of the policy, language was added to acknowledge the need for cross-departmental collaboration on the implementation of complete streets.
5. **Requiring documentation and reporting.** In the sections on exceptions, performance measures, and implementation, references to documentation and reporting were added to ensure that there is a public mechanism for reviewing progress toward the goals of the complete streets policy. In addition, a timeline for annual reporting to the S&T Committee was added to the performance measures section, and at the S&T Committee's request, a reference to more frequent reporting on exceptions was added under the implementation section.

6. **Updating design references.** The design language was revised to incorporate new resources for best practices and integrate language from elsewhere in the policy regarding complete streets treatment types.
7. **Revising performance measures.** Though the list of performance measures in the policy is meant as a guide rather than a binding list, the list was revised to better align with the goals at the outset of the policy.
8. **Reorganizing.** Various elements of the policy were reorganized to simplify and clarify the policy. Redundant elements and sentences were generally eliminated.
9. **Creating consistency with related city terms and processes.** Last, the proposed revisions include updates to reflect current day roles around project design, implementation, and tracking.

FISCAL IMPACT

Updating the City's complete streets policy does not commit the City to allocating funding. However, implementing complete streets does have financial implications in terms of design, construction, and maintenance.

PREPARED BY

Kevin Kraft, AICP
Director
Planning & Urban Development

Nell Donaldson
Director of Special Projects
Planning & Urban Development

ATTACHMENTS

Attachment 1 – 2012 Complete Streets Policy
Attachment 2 – Complete Streets Policy Update Form Responses
Attachment 3 – Complete Streets Policy Update Public Comment
Attachment 4 – Draft 2025 Complete Streets Policy Update Redline
Attachment 5 – Draft 2025 Complete Streets Policy Update

MEMORANDUM
City Council Agenda Item

FROM: Greg Jordan, Assistant City Manager

DATE: July 1, 2025

SUBJECT: Order 28-25/26 Approving the Vision Zero Quick Action Plan - Sponsored by Sustainability & Transportation Committee, Councilor Regina Phillips, Chair

SPONSOR: Sustainability & Transportation Committee, Councilor Regina Phillips, Chair. The Sustainability & Transportation Committee met on June 16, 2025 and voted 3-0 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

**Final
Action**

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

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

PRESENTATION: Assistant City Manager Greg Jordan is available to answer questions.

I. SUMMARY

The Vision Zero Quick Action Plan outlines a series of administrative actions the City plans to implement over the 12-month period ending June 30, 2026.

II. AGENDA DESCRIPTION

The Sustainability & Transportation Committee met on June 16, 2025 and voted 3-0 to recommend this item to the City Council.

Vision Zero is a traffic safety initiative aimed at eliminating traffic-related fatalities and serious injuries by prioritizing human life in transportation planning. On April 14, 2025, the City Council adopted Resolve 8-24/25 (Attachment A) which expressed the City's support for adopting the Greater Portland Council of Governments' (GPCOG) Vision Zero Action Plan and committed to a goal of eliminating traffic fatalities and serious injuries by the year 2045. That resolution outlined a series of short and long-term measures, including updating the City's Complete Streets Policy, updating the Technical Manual which governs street design, completing a Comprehensive Transportation Plan, and implementing a Vision Zero Implementation Plan, including a Quick Action Plan.

The Quick Action Plan outlines a series of administrative actions the City plans to implement over the 12-month period ending June 30, 2026. While these actions are operational in nature and do not require additional funding, staff are presenting the plan for City Council endorsement in light of the Council's and public's ongoing concern about bicycle and pedestrian safety in the city.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

Vision Zero is a traffic safety initiative aimed at eliminating traffic-related fatalities and serious injuries by prioritizing human life in transportation planning. Originating in Sweden in the 1990s, it is based on the

principle that people make mistakes, but streets should be designed to prevent those mistakes from causing death or serious harm. The Greater Portland Council of Governments' (GPCOG) Vision Zero Action Plan was adopted on May 23, 2023.

At its February 12, 2025 meeting, committee members and attendees expressed a desire to explore GPCOG's Vision Zero plan and consider how to integrate into the City's planning, programs and projects. At its March 12, 2025 meeting, the Committee voted to recommend the City Council approve a resolution that would express the City's support for adopting the Greater Portland Council of Governments' (GPCOG) Vision Zero Action Plan and commit to a goal of eliminating all traffic fatalities and serious injuries by the year 2045. To these ends, the City Council adopted Resolve 8-24/25 (Attachment A) on April 14, 2025. As further outlined below, the Resolution aimed to broadly organize work by staff and the Committee to make progress on the Vision Zero goal over the short and long-term.

Vision Zero demands a multidisciplinary focus. Successful Vision Zero programs require cross-departmental and inter-agency collaboration and partnerships. Staff have formed an internal working group to guide the development and implementation of Vision Zero measures. The working group includes staff from the following departments and offices: Executive Office, Planning and Urban Development, Public Works, Police Department, Communications, Diversity Equity & Inclusion. Partner agencies include GPCOG and the Maine Department of Transportation. Additionally, the working group will develop an engagement plan to incorporate feedback and concerns from the community and stakeholder groups in the development of all major milestones, with the exception of the Quick Action Plan due to its immediate timeframe.

The proposed Quick Action Plan is included as Attachment A. In order to develop the Quick Action Plan (and subsequent full implementation plan), staff are organizing work around the following strategic priorities consistent with GPCOG's Vision Zero Action Plan: Programmatic Support and Funding, Safer Roads, Safer Speeds, Safer People, and Post-Crash Care.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

This item and related strategies are aimed at reducing and ultimately eliminating traffic fatalities and serious injuries in the City of Portland by 2045.

V. FINANCIAL IMPACT

There is no direct fiscal impact associated with this item. City staff are utilizing existing budget capacity and/or grant funding to implement activities.

VI. STAFF ANALYSIS AND BACKGROUND

N/A

VII. RECOMMENDATION

In alignment with the unanimous (3-0) recommendation of the S&T Committee, staff recommends approval of the Vision Zero Quick Action Plan.

VIII. LIST ATTACHMENTS

1. Order - Approving the Vision Zero Quick Action Plan
2. ST Committee_Vision Zero_06-16-2025
3. Attachment A-Vision Zero Quick Action Plan
4. Order - Casco Bay Estuary Subaward

Prepared by:

Greg Jordan, Assistant City Manager

Date: 07/01/2025

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 VISION ZERO QUICK ACTION PLAN

ORDERED, that the Vision Zero Quick Action Plan, attached hereto, is hereby approved in substantially the form attached hereto; and

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



To: Sustainability and Transportation Committee
Councilor Regina Phillips, Chair

MEETING DATE

June 16, 2025

AGENDA ITEM

Agenda Item 3B – Vision Zero

PURPOSE

Review progress following adoption of the Council Resolve to adopt Greater Portland Council of Government's (GPCOG) Vision Zero plan and development of Quick Action Plan.

COMMITTEE WORK PLAN/CITY COUNCIL GOAL ALIGNMENT

This item is included in the Committee's 2025 workplan and supported by City Council Resolve 8-24/25.

BACKGROUND/ANALYSIS

Vision Zero is a traffic safety initiative aimed at eliminating traffic-related fatalities and serious injuries by prioritizing human life in transportation planning. Originating in Sweden in the 1990s, it is based on the principle that people make mistakes, but streets should be designed to prevent those mistakes from causing death or serious harm. The Greater Portland Council of Governments' (GPCOG) Vision Zero Action Plan was adopted on May 23, 2023.

At its February 12, 2025 meeting, committee members and attendees expressed a desire to explore GPCOG's Vision Zero plan and consider how to integrate into the City's planning, programs and projects. At its March 12, 2025 meeting, the Committee voted to recommend the City Council approve a resolution that would express the City's support for adopting the Greater Portland Council of Governments' ([GPCOG Vision Zero Action Plan](#)) and commit to a goal of eliminating all traffic fatalities and serious injuries by the year 2045. To these ends, the City Council adopted [Resolve 8-24/25](#) (Attachment A) on April 14, 2025.

As further outlined below, the Resolution aimed to broadly organize work by staff and the Committee to make progress on the Vision Zero goal over the short and long-term.

Action	Timeframe	Status
Develop Vision Zero Quick Action Plan	3 months	In progress – draft plan complete
Develop City’s Vision Zero Implementation Plan*	6 months	In progress
Update City’s Complete Streets Policy	6 months	In progress – draft update complete
Update Technical Manual; secure Planning Board Approval	1 year	Will commence following approval of Complete Streets Policy.
Complete Comprehensive Transportation Plan	2 years	In progress – scoping for consultant assistance.
Consult with diverse communities & stakeholders	Ongoing	Public engagement plan under development.
Prepare regular progress reports on crash data and plan implementation	Quarterly Annual	First quarterly report to ST Committee scheduled for July 2025.

** While not contemplated as part of the proposed Council resolution, this action item recognizes the need to develop a formal implementation plan for the City. This plan will be grounded in GPCOG’s plan and proposed measures, but is mostly aimed at implementation.*

Vision Zero demands a multi-disciplinary focus. Successful Vision Zero programs require cross-departmental and interagency collaboration and partnerships. Staff have formed an internal working group to guide the development and implementation of Vision Zero measures. The working group includes staff from the following departments and offices: Executive Office, Planning and Urban Development, Public Works, Police Department, Communications, Diversity Equity & Inclusion. Partner agencies include GPCOG and the Maine Department of Transportation. Additionally, the working group will develop an engagement plan for incorporating feedback and concerns from the community and stakeholder groups in the development of all major milestones with the exception of the Quick Action Plan due to its immediate timeframe.

The proposed Quick Action Plan is included as **Attachment A**. In order to develop the Quick Action Plan (and subsequent full implementation plan), staff are organizing work around the following strategic priorities consistent with GPCOG’s Vision Zero Action Plan: Programmatic Support and Funding, Safer Roads, Safer Speeds, Safer People, and Post-Crash Care.

FISCAL IMPACT

There is no direct fiscal impact associated with this item. City staff are utilizing existing budget capacity and/or grant funding to implement activities.

CONCLUSION(S)

Staff recommends the Committee endorse the Quick Action Plan and advance it to the City Council as a communication.

PRIOR COUNCIL/COMMITTEE REVIEW

Sustainability & Trans. Committee – February 12, 2025: Item introduced

Sustainability & Trans. Committee – March 12, 2025: Action to recommend Council Resolve

Sustainability & Trans. Committee – April 9, 2025: Informational Update

City Council – April 14, 2025: Approval of Resolution 8-24/25

PREPARED BY

Greg Jordan
Assistant City Manager
Executive Department

Vision Zero Working Group

ATTACHMENTS

Attachment A – Proposed Quick Action Plan

City of Portland
Vision Zero - Quick Action Plan
July 1, 2025 - June 30, 2026



The proposed Quick Action Plan is outlined below. These actions represent what City staff can implement in a short timeframe within existing staff capacity and resources. These measures will be incorporated into a more complete Vision Zero Action Plan for the City with a longer time horizon. The measures outlined below are organized around the following strategic priorities consistent with GPCOG's Vision Zero Action Plan: Programmatic Support and Funding, Safer Roads, Safer Speeds, Safer People, and Post-Crash Care.

Objective 1: Programmatic Support and Funding (PF)

#	Action	Timeframe	Status
PF-1	City Council adoption of GPCOG's Vision Zero goal and plan adoption on April 14, 2025.	FY25, Qtr 4	Completed
PF-2	Form a cross-departmental task force to oversee Vision Zero Action Plan.	FY25, Qtr 4	Completed
PF-3	Participate on GPCOG Vision Zero Panel - DPW staff representing on VZ Panel	Ongoing	Ongoing - city staff participating.
PF-4	Update the City's Complete Streets Policy	FY25, Qtr4	In progress - ST committee review on June 10, 2025.
PF-5	Onboard consultant(s) and commence work on Comprehensive Transportation Plan	FY26 Q2	In progress - scoping and procurement planning underway.
PF-6	Update the City's Technical Manual	FY26, Qtr4	Will commence following adoption of Complete Streets policy with the goal of securing Planning Board approval by June 2026.
PF-7	Identify sources of funding to support Quick Action Plan measures.	Ongoing	Staff have secured grant funding to support traffic enforcement, budget capacity to support a pedestrian safety communications campaign, and will be pursuing a federal Safe Streets for All grant.

City of Portland
Vision Zero - Quick Action Plan
 July 1, 2025 - June 30, 2026



Objective 2: Safer Roads (SR)

#	Action	Timeframe	Status
SR-1	Advance approved transportation CIP projects in alignment with Vision Zero goals. • CDBG Sidewalk & ADA Improvements • Traffic Calming/Street Safety Initiatives • Arterial Crossing Program • Bike Facility Safety Improvements • Traffic Signal & Lighting project • Sewer Separation Project with sidewalks, speed tables, raised crosswalk • Riverside Street Arterial Crossings • Ocean Avenue Sidewalk project • Congress Square Intersection • Vannah Ave raised speed tables • MDOT Paving with enhanced pedestrian crossings, speed tables in select areas. • Union Branch Pathway construction • North Deering Byway	FY26, Qtr4	These projects were approved as part of the FY25 and FY26 Capital Improvement Programs and are expected to be constructed during FY26. While these projects were already focused on improving the city's pedestrian and bike safety infrastructure, they will advance in close alignment with the Vision Zero framework.
SR-2	Department of Public Works (DPW) shall complete the following measures: • Confirm flashing school zone signs in all Portland Public School zones; • Install high-visibility safety flags at key pedestrian crossings on a trial basis; • Complete crosswalk painting.	FY26, Qtr 1	In progress
SR-3	DPW shall complete and document the following safety audits: • Arterial crosswalk safety and lighting; • School zone safety; • On-street parking near intersections.	FY26, Qtr 4	In progress
SR-4	To ensure safe and appropriate street lighting, DPW will: • Prepare quarterly reports on street light operability and performance; • Determine approach to evaluate citywide street lighting including coverage, brightness, technology and costs.	FY26, Qtr 3	In progress

City of Portland
Vision Zero - Quick Action Plan
 July 1, 2025 - June 30, 2026



Objective 2: Safer Roads (SR) - continued

#	Action	Timeframe	Status
SR-5	Conduct review of current sidewalk snow ordinances in Chapter 25 with possible recommendations for Council action .	FY26, Qtr 2	Commencing September 2025.

Objective 3: Safer Speeds (SS)

#	Action	Timeframe	Status
SS-1	Police Department (PD) will surge traffic enforcement in the “high risk network” as identified in GPCOG’s Vision Zero Plan and MaineDOT’s Crash Database.	Ongoing	Traffic enforcement shall be implemented in close coordination with the Communications and DEI Offices.
SS-2	Based on findings of speed/traffic studies, DPW will install up to 4 speed feedback in FY26. Subject to additional resources DPW will work to accelerate installation of additional speed feedback signs.	FY26, Qtr 4	In progress.
SS-3	For the ST and/or HHS-PS Committee, conduct a policy analysis on the introduction of red light cameras as an enforcement tool.	FY26, Qtr 2	If determined to be a priority, this item would require a change in state law.

Objective 4: Safer People (SS)

#	Action	Timeframe	Status
SS-1	Implement a communications campaign aimed at both motor vehicle operators as well as bicyclists and pedestrians.	FY26, Qtr 2	Initial scoping complete.

Objective 3: Post-Crash Care (PC)

#	Action	Timeframe	Status
PC-1	PD will rejoin GPCOG’s Traffic Incident Management Committee on a trial basis.	Ongoing	In progress
PC-2	Measure progress effectively by engaging GPCOG to assist with data collection, analysis, and preparation of quarterly and annual reports.	FY26, Qtr 1	City staff working to engage GPCOG on this work.

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 \$25,000 RESILIENT COMMUNITIES
GRANT FROM THE CASCO BAY ESTUARY PARTNERSHIP AND APPROVING THE
SUBCONTRACT BETWEEN THE UNIVERSITY OF MAINE SYSTEM AND THE
CITY OF PORTLAND**

ORDERED, that a \$25,000 Resilient Communities Grant from the Casco Bay Estuary Partnership through the University of Maine System is hereby accepted and that amount appropriated to the Office of Economic Opportunity for the Bridging Cultures for Climate Resilience project; and

BE IT FURTHER ORDERED, that the attached Cost Reimbursement Subaward between the University of Maine System and the City of Portland for said grant for the Bridging Cultures for Climate Resilience project is hereby approved in substantially the form attached hereto; and

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

MEMORANDUM
City Council Agenda Item

FROM: Mary Davis, Division Director

DATE: July 25, 2025

SUBJECT: Order 29-25/26 Approving Third Amendment to the Purchase and Sale Agreement with Maine Cooperative Development Partners LLC RE: 165 Lambert Street - Sponsored by Housing & Economic Development Committee, Councilor Pious Ali, Chair

SPONSOR: Sponsored by the Housing and Economic Development Committee, Councilor Pious Ali, Chair. The HEDC met on July 15, 2025, and voted 4-0 to recommend this item for 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 8/11/2025

Final Action 8/11/2025

Can action be taken at a later date: Yes

Does this item involve a new contract with the City: Yes. Corporation Counsel has reviewed and approved the proposed Third Amendment to Purchase and Sale Agreement

PRESENTATION: Mary Davis will be available for questions.

I. SUMMARY

Approval of an amendment to the Purchase and Sale Agreement with Maine Cooperative Development Partners re 165 Lamber Street

II. AGENDA DESCRIPTION

The Housing and Economic Development Committee met on July 15, 2025 and voted 4-0 to recommend approval of this amendment.

Maine Cooperative Development Partners (MCDP) has development approval for 90 Cooperative Housing homes in eight buildings to be built on property at 165 Lambert Street. The original intent was to build the entire project in one phase with the primary financing for the project from the HUD 213 loan program. Cost and financing challenges have led MCDP to propose a phased approach which includes completing two buildings at a time until the site is fully developed. The first phase would include 22 homes and a parking lot. Significant right-of-way improvements (drainage, sidewalk, bus shelter, and street parking) along Washington Ave Ext. would be completed during the first phase. The proposed financing package includes bank financing, member share equity, \$1,000,000 of foundation funds and a \$2.2 million loan from the City's Jill C. Duson Housing Trust Fund. Development costs for the first phase are estimated at \$8-8.5 million.

MCDP is requesting a one-year extension of the Purchase and Sale Agreement. The proposed amendment to the Purchase and Sale Agreement also includes, at the City's request, a clause limiting the City's obligation to reimburse the developer to certain costs incurred prior to June 25, 2025. Those costs would be limited to design, architecture, engineering, environmental, legal, 3rd party reports and permitting and approval fees for the project.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

If the City approves the funding for the first phase, construction is expected to begin in about 6 months and completed within 10 months. After the first two buildings are occupied, MCDP will move on to secure financing that will allow the next two buildings to be constructed, and will continue with the phased construction plan until all eight buildings are completed. Later phases may be consolidated depending on financing options, strength of the market, construction costs, interest rates, etc. When the project is completed, payments can begin on the City loan out of surplus cash flow or paid back through refinancing.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

City Council Goal 2: Housing Affordability; Work to implement solutions to the housing crisis, including building more working-class housing.

V. FINANCIAL IMPACT

N/A

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

Staff recommends approval of this item by the City Council.

VIII. LIST ATTACHMENTS

1. Order - Approving 3rd Amendment to 165 Lambert
2. 2.b.i. Third Amendment to PS Agreement 165 Lambert Street city rev 071125 clean
3. PSA & RFP attachments
4. 1st Amendment to PSA fully executed ao 5-10-2022
5. Second Amendment to P&S Agreement 165 Lambert Street
6. 08.25.25 Public Comment - Order 29

Prepared by:

Mary Davis, Division Director

Date: 07/25/2025

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 THIRD AMENDMENT TO THE PURCHASE AND SALE
AGREEMENT WITH MAINE COOPERATIVE DEVELOPMENT PARTNERS LLC
RE: 165 LAMBERT STREET**

ORDERED, that the Third Amendment to the Purchase and Sale Agreement for 165 Lambert Street between the City of Portland and Maine Cooperative Development Partners LLC, is hereby approved, substantially in the form attached hereto; and

BE IT FURTHER ORDERED, that the City Council hereby authorizes the City Manager or designee to execute said document and any other related documents necessary or convenient to carry out the intent of said document.

**THIRD AMENDMENT
TO
PURCHASE AND SALE AGREEMENT**

THIS THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT is made as of the ____ day of August, 2025, by and between the CITY OF PORTLAND, a Maine municipal corporation with a place of business in Portland, Maine and mailing address of 389 Congress Street, Portland, Maine 04101 (“Seller” of “City”) and MAINE COOPERATIVE DEVELOPMENT PARTNERS LLC, a Maine limited liability company with a mailing address of 6 City Center, Fl. 3, Portland, Maine 04101 (“Buyer”).

WHEREAS, City and Buyer entered into a certain Purchase And Sale Agreement dated January 4, 2021, as amended by a First Amendment dated May 10, 2022 and a Second Amendment dated November 4, 2024 (collectively, the “Agreement”) with respect to certain real property located at or near 165 Lambert Street as more fully described in the Agreement; and

WHEREAS, the deadline for the Closing Date under the Agreement is August 30, 2025, and Seller and Buyer wish to extend that deadline while Buyer finalizes the financing for the Project.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Buyer hereby agree as follows:

1. Unless otherwise defined in this Amendment, capitalized terms used in this Amendment have the same meaning as those terms have in the Agreement.
2. The opening paragraph in section 10 of the Agreement is hereby deleted and replaced with the following:

CLOSING. Time is of the essence in the performance of this agreement. The closing shall be held at the offices of Buyer’s counsel at a time agreeable to the parties on or before August 30, 2026 (the “Closing Date”). At the Closing:

3. Paragraph 10(e) of the Agreement, which was added to the Agreement in the Second Amendment, is hereby deleted and replaced with the following:
 - e. Notwithstanding anything to the contrary in this Agreement, in the event that Buyer has not obtained the financing and approvals necessary to complete the construction loan closing for the Project on the Closing Date, Seller will have the option, but not the obligation, to notify the Buyer of its desire to terminate this Agreement, at which time (i) this Agreement shall terminate, (ii) Seller shall pay to Buyer a payment equal to the amount of all reasonable documented expenses directly incurred by Buyer prior to June 30, 2025 for design, architecture, engineering, environmental, legal, 3rd party reports, and permitting and approval fees for the Project, (iii) Buyer shall assign to Seller all contractor and consultant

agreements, designs, drawings, renderings, plans, specifications, documents, studies, environmental and geotechnical reports, and all other documents related thereto for the Project, provided that Seller will have no obligation or liability to perform the obligations of the Buyer under said agreements until the City assumes such obligations in writing with the applicable parties with whom Buyer has entered into agreements, and (iv) the parties will have no further obligation to each other hereunder.

4. Paragraph 11(e) of the Agreement is hereby deleted and replaced with the following:

e. Option to Repurchase. Unless the Project has been transferred to the Coop as set forth above, if Buyer, its successors, assigns, or transferees fails to commence construction of the Project on the Premises within 12 months after the closing, and construct the buildings which are part of the first phase of the Project within thirty (30) months after closing, the City shall have the right, but not the obligation, to repurchase the Premises and the Project at the Purchase Price plus all reasonable documented expenses directly incurred by Buyer prior to Buyer's receipt of notice from City of its intent to repurchase the Premises for design, architecture, engineering, environmental, legal, 3rd party reports, permitting and approval fees, and construction costs for the Project. If the City exercises this right to repurchase, Buyer shall convey the Premises to the City and assign to City all contractor and consultant agreements, designs, drawings, renderings, plans, specifications, documents, studies, environmental and geotechnical reports, and all other documents related thereto for the Project, provided that the City will have no obligation or liability to perform the obligations of the Buyer under said agreements until the City assumes such obligations in writing with the applicable parties with whom Buyer has entered into agreements. This right to repurchase shall be assignable by the City.

5. Except as specifically amended hereby, the Agreement shall remain in full force and effect and the parties hereto ratify the terms and conditions of the Agreement.

IN WITNESS WHEREOF, this Third Amendment has been executed and delivered as of the day and year first above written.

MAINE COOPERATIVE
DEVELOPMENT PARTNERS LLC

By: _____
Print Name:
Its:

CITY OF PORTLAND

By: _____

Danielle P. West
Its City Manager

Approved as to form:

Approved as to funds:

City Corporation Counsel

City Finance Director

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT IS made this 4th day of January 2021 by and between the City OF PORTLAND, a body politic and corporate located in Cumberland County, Maine, (hereinafter referred to as “Seller” or “City”), and Maine Cooperative Development Partners, a Maine corporation, having a mailing address of 6 City Center, Fl. 3., Portland, Maine 04101 (hereinafter referred to as “Buyer”).

RECITALS

WHEREAS, the CITY is the owner of approximately 13.3874 acres of land at or near 165 Lambert Street, Portland, Maine (the “Premises”) and did advertise RFP #20068 dated April 10, 2020, entitled Request for Proposals for Disposition of City-Owned Property Located at 165 Lambert Street, a copy of which is attached hereto as Exhibit A and incorporated herein (the “Request for Proposals”) (the Premises is identified in the City’s tax records as CBL 385 A001 and 386 C001 and is generally depicted on Attachment C to the Request for Proposals); and

WHEREAS, Buyer submitted a proposal dated June 16, 2020 in response to the Request for Proposals, a copy of which is attached hereto as Exhibit B and incorporated herein (the “Proposal”); and

WHEREAS, Buyer desires to purchase and develop the Premises, and the City desires to convey the Premises to Buyer, subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. **SALE.** City agrees to sell the Premises to Buyer, and Buyer agrees to purchase the Premises in accordance with the terms and conditions set forth in this Agreement. This Agreement is for the sale of land only.
2. **CONSIDERATION.** The purchase price for the Premises shall be One Dollar (\$1.00) (the “Purchase Price”).
3. **TITLE AND DUE DILIGENCE.**
 - a. **Due Diligence Period.** Buyer will have from the date of this Agreement until 4:00 PM Eastern Daylight Savings Time on the day that is thirteen (13) months after the date of this Agreement (the “Due Diligence Period”) to complete any surveys, environmental review, inspections, and title examinations, and to obtain any zone change, site plan approval, and any other permits and regulatory approvals required for the Project.
 - b. **Property Description.** The legal description of the Premises contained in the deed will be a survey description based upon a survey plan that will more specifically describe the Premises. The survey and description of the

Premises will be prepared by the Buyer at its sole expense and provided to the City for review two months prior to the expiration of the Due Diligence Period. City shall notify Buyer of any objections to the survey and description prior to the expiration of the Due Diligence Period.

- c. **Rezoning Contingency.** Buyer proposes to obtain the Portland City Council's approval to rezone the Premises (the "Rezoning Approval") to maximize residential density for its development of the Premises as described in the Proposal (the "Project"). The Buyer will be responsible for obtaining, at its sole expense, the Rezoning Approval and any other regulatory approvals required for the Project prior to Closing.
- d. **Financing Contingency.** The Buyer's obligation to close is contingent on obtaining construction and permanent financing for the Project that the Buyer, in its discretion, determines is sufficient to put the Project on a sound financial footing. That financing is anticipated to include, but not be limited to, the following: (i) permanent financing for the Coop in the form of a HUD Section 213 loan; and (ii) affordable housing tax increment financing from the City.
- e. **Title and Survey Objections.** Buyer will have until the end of the Due Diligence Period to deliver to City any written objections to title, environmental, or survey matters (other than the permitted exceptions identified herein) that materially affect insurability or use. Objections not made prior to the end of the Due Diligence Period will be deemed waived; provided, however, that objections pertaining to matters of record first appearing after the end of the Due Diligence Period may be made at any time prior to the closing.
- f. **Option to Cure.** In the event of a title or survey objection, City will have the option, but not the obligation, to cure the objection and will notify Buyer of its election within ten (10) business days after receipt of the objection. In the event that the City elects to cure the objection, it will have sixty (60) days from the date of the notice of election, or such other reasonable time as the parties may agree, to cure the objection. In the event that the City does not elect to cure the objection, or, having elected to cure the objection fails to timely do so to Buyer's reasonable satisfaction, Buyer will have the option to (1) terminate this Agreement (after which neither party will have any further obligation or liability to the other under this Agreement), (2) waive the objection and close, or (3) undertake the cure of such objection at its own expense (in which case it shall have 60 days to do so).
- g. **Deed.** City shall convey the Premises to Buyer at the closing in fee simple by a municipal quitclaim deed without covenant. Title shall be good and insurable title, free and clear of all encumbrances except (i) easements of record and easements described herein; (ii) easements for utilities servicing the property, (iii) zoning ordinances, and (iv) real estate taxes not yet due

and payable. Further, Buyer acknowledges that the deed shall contain a restriction stating that in the event that the Premises or any portion thereof shall be exempt from real and personal property taxes, by transfer, conversion, or otherwise, then the then-owner of the exempt portion shall make annual payments to the City in lieu of taxes in the amount equal to the amount of property taxes that would have been assessed on the exempt portion of the real and personal property situated on the Premises had such property remained taxable. Such restriction shall also confirm that Buyer and its successors and assigns shall possess and be vested with all rights and privileges as to abatement and appeal of valuations, rates, and the like as are accorded owners of real and personal property in Maine.

- h. Buyer's Right to Terminate. The Buyer may terminate this Agreement at any time during the due diligence period if, in the exercise of its sole discretion, it decides to not proceed with the Project by giving written notice of termination to the City in which case neither party shall have any further obligations to the other.

4. INSPECTIONS.

- a. During the Due Diligence Period, Buyer and its employees, consultants, contractors and agents shall have the right, at Buyer's expense, to enter on the Premises at reasonable times in order to (i) inspect the same, (ii) conduct engineering studies, percolation tests, geotechnical exams, environmental assessments, and other such studies, tests, exams, and assessments, and (iii) do such other things as Buyer determines, it is sole discretion, to be required to determine the suitability of the Premises for Buyer's intended use (collectively, the "Inspections"). The City acknowledges that such Inspections may include the digging of test pits, which the City hereby approves.
- b. Buyer agrees to defend, indemnify and hold harmless the City against any mechanics liens that may arise from the activities of Buyer and its employees, consultants, contractors and agents on the Premises.
- c. Buyer shall exercise the access and inspection rights granted hereunder at its sole risk and expense, and Buyer hereby releases the City from, and agrees to indemnify, defend, and hold the City harmless against, any and all losses, costs, claims, expenses and liabilities (including without limitation reasonable attorney fees and costs) (collectively, "Damages") suffered by the City on account of any injury to person or damage to property arising out of the exercise by Buyer of its rights hereunder, except to the extent that such Damages result from the act or omission of the City.
- d. Buyer shall cause any contractors, consultants or any other party conducting the Inspections to procure automobile insurance, if applicable, and commercial general liability insurance coverage in amounts of not less than Four Hundred Thousand Dollars (\$400,000.00) per occurrence for

bodily injury, death and property damage, listing the City as an additional insured thereon, and also Workers' Compensation Insurance coverage to the extent required by law; the forms of all such insurance to be subject to City's Corporation Counsel's reasonable satisfaction.

- e. In the event that Buyer does not purchase the Premises, Buyer agrees to either return the Premises as nearly as possible to its original condition after conducting the Inspections; provided, however, the City hereby acknowledges and agrees Buyer shall have no obligation to clean-up, remove or take any other action with respect to any disturbance of any pre-existing environmental contamination on the Premises caused by such inspections, studies, tests, exams, and assessments, and that Buyer shall have no obligation to clean-up, remove or take any other action with respect to any pre-existing environmental contamination disturbed thereby.
- f. The parties hereto acknowledge and agree that it is a condition to Buyer's obligations under this Agreement that the results of the Inspections be acceptable to Buyer in its sole discretion. If the results of such due diligence are not acceptable to Buyer in its sole discretion, and if Buyer exercises its right to terminate this Agreement, and neither party shall have any further obligations or liabilities under this Agreement except as expressly set forth in this Agreement.

5. **REAL ESTATE TAXES, PRORATIONS AND TRANSFER TAX.** Buyer shall be liable for all real estate taxes beginning as of the start of fiscal year following the closing and continuing thereafter. Because the Property is currently owned by the City of Portland, which is exempt from real estate taxes, no taxes were assessed or will be due for any portion of the current fiscal year, and no taxes will be prorated at the closing. Any utilities for the Property shall be prorated as of the closing. The Maine real estate transfer tax shall be paid for by Buyer in accordance with 36 M.R.S.A. § 4641-A. City is exempt from paying the transfer tax pursuant to 36 M.R.S.A. § 4641-C. The recording fee for the deed of conveyance and any expenses relating to Buyer's financing or closing shall be paid for by Buyer.

6. **DEFAULT AND REMEDIES.** In the event that Buyer defaults hereunder for a reason other than the default of the City, City may terminate this Agreement, and neither party shall have any further obligation to the other. In the event City defaults under this Agreement, and if Buyer is not then in default hereunder, Buyer shall have the right to pursue specific performance or terminate this Agreement, in which case neither party shall have any further obligation to the other.

7. **RISK OF LOSS.** The risk of loss or damage to the Premises by fire, eminent domain, condemnation, or otherwise, until transfer of title hereunder, is assumed by the City. The Premises is to be delivered in substantially the same condition as of the date of this Agreement unless otherwise stated. In the event City is not able to deliver the Premises as stated, Buyer may terminate this Agreement, and neither party shall have any further obligations or liabilities under this Agreement except as expressly set forth in this Agreement.

- 8. PROPERTY SOLD “AS IS, WHERE IS.”** Buyer acknowledges that Buyer has had an opportunity to inspect the Premises, and to hire professionals to do so, and that Premises will be sold “as is, where is” and “with all faults.” City, and its agents, make no representations or warranties with respect to the accuracy of any statement as to boundaries or acreage, or as to any other matters contained in any description of the Premises, or as to the fitness of the Premises for a particular purpose, or as to development rights, merchantability, habitability, or as to any other matter, including without limitation, land use, zoning and subdivision issues or the environmental, mechanical, or structural condition of the Premises. Acceptance by Buyer of the Deed at closing and payment of the purchase price shall be deemed to be full performance and discharge by the City of every agreement and obligation contained herein.
- 9. ENVIRONMENTAL INDEMNIFICATION.** Buyer covenants and agrees to indemnify, defend, and hold the City harmless from and against any and all claims, damages, losses, liabilities, obligations, settlement payments, penalties, assessments, citations, directives, claims, litigation, demands, defenses, judgments, costs, or expenses of any kind, including, without limitation, reasonable attorneys’, consultants’, and experts’ fees incurred in investigating, defending, settling, or prosecuting any claim, litigation or proceeding, that may at any time be imposed upon, incurred by or asserted or awarded against Buyer or the City and relating directly or indirectly to the violation of or compliance with any federal, state, or local environmental laws, rules, or regulations governing the release, handling or storage of hazardous wastes or hazardous materials and affecting all or any portion of the Premises, except to the extent that such a claim results directly from the City’s release, handling or storage of hazardous wastes or hazardous materials on the Premises. This duty to indemnify, defend, and hold harmless shall be included in a covenant in the deed and shall run with the land conveyed and be binding upon Buyer’s successors, assigns, and transferees.
- 10. CLOSING.** Time is of the essence in the performance of this agreement. The closing shall be held at the offices of Buyer’s counsel at a time agreeable to the parties on or before the day that is fifteen (15) months after the date of this Agreement (the “Closing Date”). At the Closing:
- a. the City shall execute, acknowledge and deliver to Buyer a municipal quitclaim deed conveying to Buyer good and insurable title to the Premises, free and clear of all encumbrances except as otherwise set forth herein.
 - b. Buyer shall deliver the Purchase Price to the City.
 - c. Each party shall deliver to the other such other documents, certificates and the like as may be required herein or as may be necessary to carry out the obligations under this Agreement.
 - d. Buyer shall deliver evidence, reasonably satisfactory to City’s Corporation Counsel, that the entity receiving title to the Premises is in good standing

under Maine law, and that the individuals acting at Closing and executing documents on behalf of Buyer are authorized to do so.

11. BUYER'S POST CLOSING OBLIGATIONS; RIGHTS OF CITY TO REPURCHASE PROPERTY.

- a. Within twelve (12) months after the Closing Date, Buyer shall commence construction of the Project, as the Project is generally described in the Proposal. The Buyer, in its discretion, may develop the Project in two phases. The first phase of the Project shall include the greater of 20 three-bedroom dwelling units or the maximum number of dwelling units feasible under the current zoning.
- b. Upon the issuance of a certificate of occupancy for all or a portion of the first phase of the Project or at such earlier time as the Buyer, in its discretion, may determine, the Buyer shall convey the Project to a Cooperative Affordable Housing Corporation (the "Coop") organized in accordance with the Maine Cooperative Affordable Housing Ownership Act, 13 M.R.S.A. §1741-1762, as may be amended (the "Act"). Notwithstanding anything to the contrary in the foregoing, the Buyer may retain the right to develop additional units on the Premises as a second phase of the Project which shall be conveyed to the Coop.
- c. Rent Restrictions. For a period of 99 years after the Project has been transferred to the Coop, all units and cooperative interests in the Project shall be affordable to low- and moderate-income households earning less than or equal to 100% of the area median income (AMI), adjusted for family size, in accordance with federal standards generally accepted at the time of incorporation under the Act. For purposes of this Agreement, "affordable" means that the percentage of income a household is charged in connection with its cooperative interest and other housing expenses, including utilities, shall not exceed 30% of the household's gross monthly income. Minimum household size allowed per unit and the formula for calculating maximum allowable monthly rent is detailed on Exhibit C, which is attached hereto and made a part hereof.
- d. Income Restrictions. In order to purchase a cooperative membership interest in, and reside in a unit owned by the limited equity cooperative, a household must not earn more than 100% of the AMI, adjusted for family size, as published by the U.S. Department of Housing and Urban Development ("HUD"). Household income is defined as adjusted gross income used by the IRS. This income test will be used only at the time of the household's purchase, and excludes transfers to family members or an estate beneficiary. At the time of initial sale of cooperative membership interests in the Coop, up to 20% of the cooperative membership interests may be sold to households earning up to 120% of AMI. All other sales and all subsequent sales of cooperative membership interests must be to households earning no more than 100% of AMI.
- e. Option to Repurchase. Unless the Project has been transferred to the Coop as set forth above, if Buyer, its successors, assigns, or transferees fails to commence construction of the Project on the Premises within 12 months after the closing, and construct the buildings which are part of the first

phase of the Project within thirty (30) months after closing, the City shall have the right, but not the obligation, to repurchase the Premises and the Project at the Purchase Price plus all documented, design, development, construction, and approval expenses incurred by Buyer, or successors, to that juncture. If the City exercises this right to repurchase, Buyer shall convey the Premises to the City and assign to the City all contracts, plans, and other documents related to the design, construction, and regulatory approvals for the Project. This right to repurchase shall be assignable by the City.

- f. The articles of organization for the Coop shall provide that in the event the Coop shall be dissolved, its assets will be distributed in accordance with § 1754(6) of the Act to the City or, at the City's option, to another organization permitted under § 1754(6) of the Act reasonably acceptable to the City.
- g. The provisions of this Section 11 will survive closing and will be included in greater detail in the City's deed to Buyer or in a Declaration of Covenants, Conditions and Restrictions executed before or at the time of Closing, which shall be recorded in the Cumberland County Registry of Deeds.

12. ENTIRE AGREEMENT. This Agreement represents the entire and complete Agreement and understanding between the parties and supersedes any prior agreement or understanding, written or oral, between the parties with respect to the acquisition or exchange of the Property hereunder. This Agreement cannot be amended except by written instrument executed by City and Buyer.

13. NON-WAIVER. No waiver of any breach of any one or more of the conditions of this Agreement by either party shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.

14. HEADINGS AND CAPTIONS. The headings and captions appearing herein are for the convenience of reference only and shall not in any way affect the substantive provisions hereof.

15. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, successors and assigns.

16. TIME. The City and Buyer each confirm and agree that each of the time periods set forth herein are essential provisions of the terms of this Agreement.

17. GOVERNING LAW. This Agreement shall be construed in all respects in accordance with, and governed by, the laws of the State of Maine. All parties hereto hereby consent to the exclusive jurisdiction of the Superior Court for the County of Cumberland in the State of Maine, for all actions, proceedings and litigation arising from or relating directly or indirectly to this Agreement or any of the obligations hereunder, and any dispute not otherwise resolved as provided herein shall be litigated solely in said Court. If any provision of this Agreement is determined to be

invalid or unenforceable, it shall not affect the validity or enforcement of the remaining provisions hereof.

- 18. NOTICE.** All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the first business day after the notice is delivered to an overnight delivery service with delivery confirmation, addressed to the recipients at the addresses set forth below. Either party may change addresses for purposes of this paragraph by giving the other party notice of the new address in the manner described herein.

FOR THE City: City of Portland
ATTN: City MANAGER
389 Congress Street
Portland, ME 04101

With a copy to: The Office of the Corporation Counsel at the same address.

FOR Buyer: Maine Cooperative Development Partners, 6
City Center, Fl. 3, Portland, ME 04101

With a copy to: David C. Pierson, Esq.
Eaton Peabody
P.O. Box 15235
Portland, ME 04112-5235

- 19. SIGNATURES; MULTIPLE COUNTERPARTS.** This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement.
- 20. BROKERS.** The CITY and Buyer each represent and warrant that they have not dealt with a real estate broker in connection with this transaction. Buyer agrees to indemnify and hold harmless City from any claims made by any broker should Buyer's representation in this paragraph be false. Subject to the limitations of liability set forth in the Maine Tort Claims Act, City agrees to indemnify and hold harmless Buyer from any claims made by any broker should City's representation in this paragraph be false. The foregoing indemnities shall include all legal fees and costs incurred in defense against any such claim, and shall survive closing.
- 21. RECITALS INCORPORATED BY REFERENCE.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on their behalf by their duly authorized offices or representatives, on the day and year first written above.

Approved as to Form:

DocuSigned by:
Michael Goldman
58DA6A4D85584F1
Corporation Counsel's Office

City OF PORTLAND

DocuSigned by:
Jon P. Jennings
7321A75603411
Jon P. Jennings Its City Manager

**MAINE COOPERATIVE
DEVELOPMENT PARTNERS**

DocuSigned by:
Brian Eng
14F9ED9E0884B5...
Brian Eng
Its Principal

EXHIBIT A

CITY of PORTLAND, MAINE
Request for Proposals for Disposition of City-Owned Property
Located at 165 Lambert Street
RFP #20068

I. NOTICE AND SPECIFICATIONS

The City of Portland, Maine seeks proposals from qualified developers for the creation of residential housing at 165 Lambert Street. The site is designated on the City of Portland Tax Assessor's Map as lots CBL 385 A001, and 386 C001.

Sealed proposals for the project, including an original, seven (7) copies, and one (1) digital copy, as specified herein, will be received by the Purchasing Office, Room 103, City Hall, 389 Congress Street, Portland, Maine 04101, until 3:30 p.m., Tuesday June 16, 2020, at which time they will be publicly opened.

Proposals shall be submitted, and returned in sealed envelopes plainly marked on the outside "Disposition and Development of Property Located at 165 Lambert Street".

Proposals that are late, unsigned or submitted via fax will not be accepted. Proposals from individuals not registered with the Purchasing Office may be rejected; receipt of this document directly from the City of Portland indicates registration. Should a person receive this Request from a source other than the City, please contact 207-874-8654 to ensure that you are listed as a recipient for this proposal.

All questions must be submitted in writing to the Purchasing Office. These may be mailed, hand delivered, faxed to (207) 874-8652 or e-mailed to mff@portlandmaine.gov and be received no later than five (5) business days prior to the opening date. Questions received after this time will not be addressed. Any interpretation, correction, or change of this document will be made only by written addenda. Changes in any other manner will not be binding on the City and proposers should not rely on. Proposers should not have contact with any City staff with regard to this proposal unless to obtain general public information as specified in the document.

The disposal of this real estate shall be on the basis of a negotiated proposal, with the City of Portland reserving the right to refuse any and all proposals. *All proposers are advised that the property will be sold "as-is" and "where is", in its existing condition, with no warranties either expressed or implied.* The City makes no representations or warranties about of any of the information about the property set forth herein, which is provided to proposers for their convenience only. The successful proposer shall be responsible to inspect the property, or to hire its own professionals to do so. The City, and its agents, make no representations or warranties with respect to the title of the property, the accuracy of any statement as to boundaries or acreage, or as to any other matters contained in any description of the property, or as to the fitness of the property for a particular purpose, or as to development rights, merchantability, habitability, or as to any other matter, including without limitation, land use, zoning and subdivision issues or the environmental, mechanical, or structural condition of the property. The City disclaims any and all responsibility for injury to proposers, their agents or others while examining the property or at any other time. The City will not be responsible for any broker's commission.

Any and all improvements made to said property must be done in accordance with existing City Codes and Ordinances.

II. GENERAL INFORMATION

Summary of Request:

The City of Portland is committed to providing housing opportunities and has set a goal to evaluate the use of City-owned property to construct housing. As one-step in accomplishing this goal, the City of Portland will accept proposals for the development of housing on the lot located at 165 Lambert Street, which currently is vacant.

This request for proposals results from the December 16, 2019 approval by the Portland City Council (Resolve 10-19/20) of the recommendations of the Housing Committee to market the City-owned vacant property located at 165 Lambert Street.

The City of Portland uses the RFP process to ensure that public resources are utilized for maximum public benefit while accomplishing specific objectives and providing fair access to all applicants.

Site Information:

- a. **Location:** 165 Lambert Street, as identified in the City of Portland Assessor's records as lot CBL 385 A001 and 386 C001 (See Attachment 2).
- b. **Existing Conditions:** 165 Lambert Street is located on two parcels totaling 13.3874 acres with frontage on Lambert Street in the North Deering neighborhood. The surrounding context is predominantly residential with the majority of homes in the area being one-family structures. The topography is quite steep and much of the parcel is designated as wetlands. A large portion of Auburn Street storm drain discharges to this area.
- c. **Current use:** Vacant lot.
- d. **General Dimensions:** Together these lots are approximately 13.3874 acres or 583,157 square feet.
- e. **Current Zoning:** R-2. The R-2 zone allows for the creation of single-family detached dwelling units on minimum lot sizes of 10,000 square feet. At 13.39 acres (583,157 square feet), this parcel could permit a maximum residential density of 58 single-family homes. However, there are extensive wetlands on approximately 8 acres on the site that will limit maximum development potential. For complete zoning requirements, please refer to Chapter 14, Land Use, of the City Code.
- f. **Rezoning:** Higher density zoning that furthers exceptional projects and city goals as outlined in Section III will be considered. For example, the R-3 residential zone allows for Planned

Residential Unit Development (PRUD) on properties of 3 acres or more, and a higher maximum residential density of 6,500 square feet per dwelling unit. A PRUD would allow for alternative site layouts, and the ability to avoid impacts to on-site wetlands. It should be noted that changes to zoning require both Planning Board and City Council approval.

- g. Condition of the property at the time of disposition:** Wetlands present. See Boyle Associates report and Jones Associates report available online.
- h. Environmental Conditions:** Boyle Associates conducted a wetland delineation in July of 2009 and prepared a wetland sketch plan for the City of Portland; 4.53 acres of uplands were identified during their review. During a site visit in October of 2019, Jones Associates confirmed there had been no changes to the wetlands and the wetland delineations done by Boyle Associates were still appropriate to use. The City of Portland reserves the right to establish a conservation easement on the non-developable portions of the parcel. The Jones Associates report is available on-line.
- i.** Proposers are urged to investigate water sources and utility connection requirements with the Department of Public Works.

III. CITY GOALS

The City's primary goals for the use of the property are:

1. Developments shall provide mixed income units. All units must be affordable to households earning 60% to 120% of the area median income – which 60% is now \$55,800 for a family of four and 120% is now \$111,600 for a family of four.

Affordable means that the percentage of income a household is charged in rent and other housing expenses including utilities, or must pay in monthly mortgage payments (including real estate taxes, mortgage insurance, condominium/HOA fees, insurance and utilities), does not exceed 30% of a household's gross income, or other amount established in city regulations that does not vary significantly from this amount.

Restrictions on the affordability of units must be in place for a minimum of 30 years for homeownership units, and the longest period allowed by law for rental units.

2. Development of mixed income homeownership or rental housing of excellent building and site design. Design principles should promote efficient use of land to create a development that is compatible with the existing pattern, scale, massing, and materials of the surrounding neighborhood. The development's buildings shall be designed to meet the City's Green Building Code.
3. Environmental preservation should be identified to retain a balance between development and conservation of open space important for wildlife, ecological, and environmental values.
4. Rezoning may be considered to support increase housing development opportunities or maximize the number of allowable housing units on the property.

5. Developments shall create housing options that are age inclusive.

The general terms for this real estate transaction include:

- Units must be used as the principal residence of the owner/tenant and owner/tenant shall not use the unit for the conduct of business (except for a home occupation allowed under the City of Portland zoning ordinance) or as an investment property. Units shall not be rented for short-term periods of one to thirty days.
- The sale or long term lease of the property below fair market value may be considered to support housing development that meets the City's stated goals.
- Alternative Ownership Models. Alternative ownership models that will encourage a mixed income community with long term affordability for the maximum number of units, such as limited equity units, co-housing, cooperative, or a community land trust, may be considered in order to ensure the units affordability over time.
- Proposals must outline how they will maintain affordability.
- Other City Incentives. Other city financial incentives may be considered to support increase housing development opportunities or maximize the number of allowable housing units on the property.

IV. PROPOSED SCORING

An internal staff Committee will review proposals received, and will apply the following selection criteria in reviewing and scoring the applications.

Proposed use to achieve the City of Portland's goals

40 points

1. Market Demand - 20 points
 - a. 20 points - all units meet the City's Goals and Terms noted in Section III
 - b. 15 points - at least 75% of the units meet the City's Goals and Terms noted in Section III
 - c. 10 points - at least 50% of the units meet the City's Goals and Terms noted in Section III
 - d. 0 points - project does not meet the City's Goals and Terms noted in Section III
2. Economic diversity - 10 points
 - a. 10 points - creates housing options which promote economic diversity in the neighborhood in which the development is located
 - b. 0 points - does not promote economic diversity
3. Age Inclusive – 10 points
 - a. 10 points – creates housing which is age inclusive
 - b. 0 points – does not create housing which is age inclusive

Impact on surrounding neighborhood, including design.

25 points

1. Project Design - 15 points
 - a. 15 points - the proposal is consistent with design characteristics
 - b. 10 points - the proposal is an adequate fit with neighborhood characteristics
 - c. 0 points - the design is a significant outlier

2. Amenities and unit design -- 10 points
 - a. 10 points - amenities & unit design are well thought out and appropriate for residents
 - b. 5 points - amenities & unit design are adequate
 - c. 0 points - amenities and unit design raise significant concerns that resident needs will not be adequately addressed

Applicant's ability to complete project, including financial feasibility, development team experience, capacity, and timeframe for completion. 35 points

1. Readiness to proceed - 15 points
 - a. 15 points - all projected sources of funding include letters of commitment or interest are projected at terms and conditions consistent with the City's prior experience with the funder
 - b. 10 points - most projected sources of funding include letters of commitment, letters of interest, or, if no letter is included, are projected at terms and conditions consistent with the City's prior experience with this funder
 - c. 0 points - one or more sources are projected on terms that are not consistent with the City's prior experience with the funder and are not documented by letter(s) from funder(s)
2. Track record of development team - 10 points
 - a. 10 points - every development team member has a successful track record with this type of project and at this scale
 - b. 8 points - all but one development team members have a successful track record with this type of project and at this scale; one development team member has relevant experience but at a smaller scale or not of this project type
 - c. 5 points - two development team members, while having relevant experience, are new to this type of project or this scale of development
 - d. 0 points - the development team does not meet the criteria above
3. Current Capacity of development team - 10 points
 - a. 10 points - development team members have exceptional depth of human and financial resources to complete this project
 - b. 8 points - development team members have the human and financial resources to complete this project
 - c. 5 points - development team has a staffing gap in a significant role and a plan to address that gap, OR there are some concerns about the financial resources of the team to move the development forward
 - d. 0 points - the development team does not meet the criteria described above

SUBMISSION INFORMATION

Interested parties are asked to submit a concept development (including preliminary drawings) and a brief description of the project, no longer than two pages, to include the number and type of units, occupants (owners/renters) to be served, special features, the impact on the neighborhood and other ways the proposal meets the primary goals of the City. A general project budget with projected funding sources, development timeline, and development team qualifications and financial capabilities is also required. This RFP does not require detailed architectural drawings or development pro formas.

Photographs and maps of the site and area are required.

- a) **Developer:** Name, address, telephone, email, fax number of the proposed owner/developer and the name(s) of an alternative contact person(s).
- b) **Proposal:** Each proposal submitted must specifically outline the proposed use of the property and any proposed rezoning requests.
- c) **Financial Feasibility:** Provide a business plan, which shall include prospective and committed sources of funding, development and operating budgets; a letter from a lending institution indicating the applicant's ability to finance the projected costs; and provide examples of prior projects that indicate the proven ability to develop a project of similar type and scale from a fiscal perspective.
- d) **Timetable:** Provide an overview of how the proposal will be implemented. Include approximate schedule for completion of each element, closing, construction start-up, substantial completion, final completion, and occupancy. Include applications for public or private financing.
- e) **Developer Capacity:** Identify the qualifications and experience of the development team for the project including a list of previously completed projects similar to the proposed project. This team may include key staff of the developer, architect, general contractor and future property management. Also, discuss the ability to complete the project including the qualifications of the development team, management plan, experience, capacity, project readiness to proceed, and timeframe for completion.
- f) **Occupancy and Management Plan:** Present a plan detailing the ownership structure (condominium, cooperative, etc.), resale restrictions and resale process to ensure mixed income and long-term affordability.
- g) **Purchase Price or Lease Terms:** Proposed purchase price or lease terms for this property.
- h) **Copies:** Seven (7) copies, with the original so marked, of each proposal shall be submitted.

V. DISPOSITION INFORMATION

After proposals are opened, city staff will make a recommendation to the City Council's Economic Development Committee (EDC) and the Housing Committee (HC). The EDC and HC will make a recommendation to the City Council.

VI. OTHER INFORMATION

Confidentiality: Proposals received by the City shall become a matter of public record, subject to public inspection, except to the extent, which an applicant designates in writing, proprietary data to be confidential and submits that data under separate cover, such information may, to the extent permitted by law, be held from public inspection, as provided in applicable Maine law, including, without limitation, 5 MRSA Sections 13119-A and 13119-B.

VII. LEGAL REQUIREMENTS

The contract for the disposition of the property will be executed only after review and final approval by the City Council.

VIII. RESERVATION of RIGHTS

The City of Portland reserves the right, at its sole discretion, to award as well as reject any and all proposals for the city-owned property, based on the quality and merits of the proposals received, or when it is determined to be in the public interest to do so. Furthermore, the City may extend deadlines and timeframes, as needed.

The City reserves the right to substantiate any proposer's qualifications, capability to perform, availability, past performance records, and to verify that the proposer is current in its financial obligations to the City.

The City of Portland, Maine, reserves the right to waive any informalities in proposals, to accept any proposal or portion thereof, and, to reject any and all proposals, as well as negotiate with the successful proposer(s) should it be in the best in the best interest of the City to do so for a final purchase and sale agreement and ultimate sale or lease of the property.

Pursuant to City procurement policy and ordinance, the City is unable to contract with businesses or individuals who are delinquent in their financial obligations to the City. These obligations may include but are not limited to real estate and personal property taxes and sewer user fees.

Proposers who are delinquent in their financial obligations to the City must do one of the following: bring the obligation current, negotiate a payment plan with the City's Treasury office, or agree to an offset, which shall be established by the contract, which shall be issued to the successful proposer

April 10, 2020

Matthew F. Fitzgerald
Purchasing Manager

Attachments:

- A. Proposal Signature Page
- B. Portland Assessor's Record
- C. GIS Map
- D. Boyle Report available online
- E. Jones Associate Report available online

Attachment A

PROPOSAL**NOTE: THIS PAGE IS TO BE COMPLETED AND RETURNED**

The UNDERSIGNED hereby declares that he/she or they are the only person(s), firm or corporation interested in this proposal as principal, which it is made without any connection with any other person(s), firm or corporation submitting a proposal for the same.

The UNDERSIGNED hereby declares that they have read and understand all conditions as outlined in the Request for Proposals, and that the proposal is made in accordance with same.

The UNDERSIGNED hereby declares that any person(s) employed by the City of Portland, Maine, who has direct or indirect personal or financial interest in this proposal or in any portion of the profits which may be derived therefrom has been identified and the interest disclosed by separate attachment. (Please include in your disclosure any interest which you know of. An example of a direct interest would be a City employee who would be paid to perform services under this proposal. An example of an indirect interest would be a City employee who is related to any officers, employees, principal or shareholders of your firm or to you. If in doubt as to status or interest, please disclose to the extent known).

The proposer acknowledges the receipt of Addenda numbered _____
If Applicable

COMPANY NAME: _____
(Individual, Partnership, Corporation, Joint Venture)

AUTHORIZED SIGNATURE: _____ DATE: _____
(Officer, Authorized Individual or Owner)

PRINT NAME & TITLE: _____

ADDRESS: _____

TELEPHONE: _____ E-MAIL: _____

FEDERAL TAX ID #: _____ DUNS #: _____

STATE OF INCORPORATION _____
(If incorporated in another State, businesses must be authorized to do business in the State of Maine.)

In your organizations preceding completed fiscal year, did the organization receive:

(1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; AND

(2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements? ☐ Yes ☐ No

Does the public have access to information about the compensation of the executives in the organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (18 U.S.C. 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986? ☐ Yes ☐ No

NOTE: All bids must bear the handwritten signature of a duly authorized member or employee of the organization making the bid. **This sheet must be signed and returned with the application package.**

Attachment B

Assessor's Office | 389 Congress Street | Portland, Maine 04101 | Room 115 | (207) 874-8486

[City](#)
[Home](#)
[Departments](#)
[City Council](#)
[Online Services](#)
[Calendar](#)
[Jobs](#)
[Volunteer](#)

This page contains a detailed description of the Parcel ID you selected.

[New Search!](#)**Current Owner Information:**Best Viewed at
800x600, with
Internet Explorer

CBL 385 A001001
Land Use Type GOVERNMENTAL
 Verify legal use with
 Inspections Division
Property Location 165 LAMBERT ST
Owner Information CITY OF PORTLAND
 389 CONGRESS ST
 PORTLAND ME 04101

Book and Page
Legal Description 385-A-1 386-C-1
 WASHINGTON AVE 2119-
 2217 AUBURN ST 600-
 612 583157 SF

Rental Registration No
Acres 13.3874

Current Assessed Valuation:

TAX ACCT NO.	10005	OWNER OF RECORD AS OF APRIL 2019
LAND VALUE	\$558,700.00	CITY OF PORTLAND
BUILDING VALUE	\$0.00	
MUNICIPAL TYPE	(\$558,700.00)	389 CONGRESS ST
NET TAXABLE - REAL ESTATE	\$0.00	PORTLAND ME 04101
TAX AMOUNT	\$0.00	

Any information concerning tax payments should be directed to the Treasury office at 874-8490 or [e-mailed](#).**Building Information:****Building 1**

Year Built
Style/Structure Type

Sales Information:

Sale Date	Type	Price	Book/Page
1/1/1976	LAND	\$0.00	3798/6

[New Search!](#)



City of Portland Maine Parcel Viewer



0 150 300ft

2,917,950.718 324,271.561 Feet

JONES ASSOCIATES

Foresters, Surveyors and
Environmental Consultants



Lori J. Paulette
Economic Development Department
City of Portland
389 Congress Street
Portland, ME 04101

Dear Lori:

Enclosed is a sketch of the wetland delineation conducted by Boyle Associates in July of 2009 for Lot 15, i.e. 165 Lambert Street and 622 Auburn Street in Portland, Maine (Tax Map 385, Lot A-1 and Tax Map 385, Lot D-8). Lot position and size were based on the town tax map information and existing monumentation on the ground.

Based upon wetland delineations done by Boyle Associates, there is approximately 236727.92 square feet (5.43 acres) of delineated wetland between the two properties. A site visit was conducted and we observed that there had been no changes to the wetlands and that the wetland delineations done by Boyle Associates were still appropriate to use. There is a vernal pool mapped on Tax Map 385, Lot D-8, though we did not inspect it. During the informational review, which is discussed in more detail below, it was not listed as a significant vernal pool.

The Maine Office of GIS was used to conduct a review of available information regarding wetlands of special significance and stormwater qualifications. There were no wetlands of special significance observed during the review. When reviewing stormwater qualifications, it was observed that although the site is not in a lake watershed, the site is downstream of a watershed most at risk from new development, Highland Lake.

More information about the type of data that was reviewed from the Maine Office of GIS can be found on the Wetland Delineation Checklist, which is attached.

For Tax Map 385, Lot A-1, there is potential for development of one or two homes on the northerly 4.53 acres of upland with potential access only from Lambert Street, as it is our

280 Poland Spring Road
Auburn, Maine 04210
(207) 241-0235
Email: rjones@jonesai.com
Website: www.jonesai.com

Page 2

understanding that Washington Avenue has restricted access. There is also the potential for abutter expansion.

For the southerly section of Tax Map 385, Lot A-1, it is likely that there is only potential for abutter expansion.

For Tax Map 385, Lot D-8, there is also potential for development of one or two homes on the northerly 4.17 acres of upland with potential access from Auburn Street through the right-of-way if the vernal pool on the property is non-significant. To determine if the vernal pool is significant, a more in-depth assessment would be needed during breeding season to conduct egg mass surveys. Optimal time for egg mass surveys would be between April and May. If the vernal pool is significant, there are standards set forth by the Maine Department of Environmental Protection that may influence the extent of potential development on the property.

Please contact Jones Associates at (207) 241-0235 if you have any questions.

Sincerely,

A handwritten signature in cursive script, appearing to read "Rick Jones".

Rick Jones

280 Poland Spring Road
Auburn, Maine 04210
(207) 241-0235
Email: rjones@jonesai.com
Website: www.jonesai.com

5 of 15



WETLAND DELINEATION CHECKLIST

Job #:	19-065PO		
Client:	CITY OF PORTLAND		
Site Address:	622 Auburn Street and 165 Lambert Street, Portland, ME 04103 (385-D-8 and 385-A-1)		

Wetland Scientist:	Rick Jones
Date of Office Review:	10/2019
Date(s) of Field Delineation:	07/2009

Wetlands of Special Significance

Yes	No	
	X	Does the on-site or immediately adjacent wetland contain a mapped and numbered DWA?
	X	Does the on-site or immediately adjacent wetland contain an Inland Waterfowl Wading Bird Habitat?
	X	Does the on-site or immediately adjacent wetland contain a potential significant vernal pool?
	X	Does the recent aerial photos of the on-site or immediately adjacent wetland show? Or are there any open water or emergent wetlands with areas greater than 20,000 sq. ft.?
	X	Does the on-site or immediately adjacent wetland contain a 100 year flood plain?
		Does the on-site or immediately adjacent wetland contain a S1 or S2 community?
	X	Does the on-site or immediately adjacent wetland contain a significant wildlife habitat?
	X	Is the on-site wetland within 250' of a coastal wetland?
	X	Is the on-site wetland within 250' of a great pond?
	X	Does the site contain peatlands?

Stormwater Qualifications

	X	Is the site in the watershed of a Great Pond or Impaired stream?
	X	Is the site in a lake watershed?
	X	Is the site in a watershed most at risk?

Additional Comments:

FEMA flood zone FIRM:

Portland 2300510002C, Effective December 8, 1998

Falmouth 2300450011B, Effective October 16, 1984

Watershed:

HUC_8: 01060001	Presumpscot
HUC_10: 0106000103	Presumpscot River
HUC_12: 010600010306	Highland Lake – Lower Presumpscot River



LEGEND

- PROPERTY BOUNDARY
- UPLAND AREA
- VERNAL POOL BOUNDARY
- WETLANDS

NOTES:

1. PROPERTY BOUNDARY OBTAINED FROM MAINE OFFICE OF GIS.
2. WETLANDS WERE REVIEWED, IDENTIFIED, AND DELINEATED BY BOYLE ASSOCIATES IN JULY 2009 FOR THE CITY OF PORTLAND'S WETLAND COMPENSATION OPPORTUNITIES ASSESSMENT. APPROXIMATE WETLAND BOUNDARIES ARE BASED ON GPS-LEVEL FIELD INVESTIGATION.
2. AERIAL IMAGERY OBTAINED FROM GOOGLE EARTH.

WETLAND SKETCH PLAN CITY OF PORTLAND LOT 15 - 165 LAMBERT ST AND 622 AUBURN ST (385-D-8 AND 385-A-1) PORTLAND, MAINE

PREPARED BY:

**JONES
ASSOCIATES INC.**

Foresters, Surveyors And
Environmental Consultants



280 POLAND SPRING ROAD, AUBURN, MAINE 04210
(207) 241-0235

PLAN DATE:

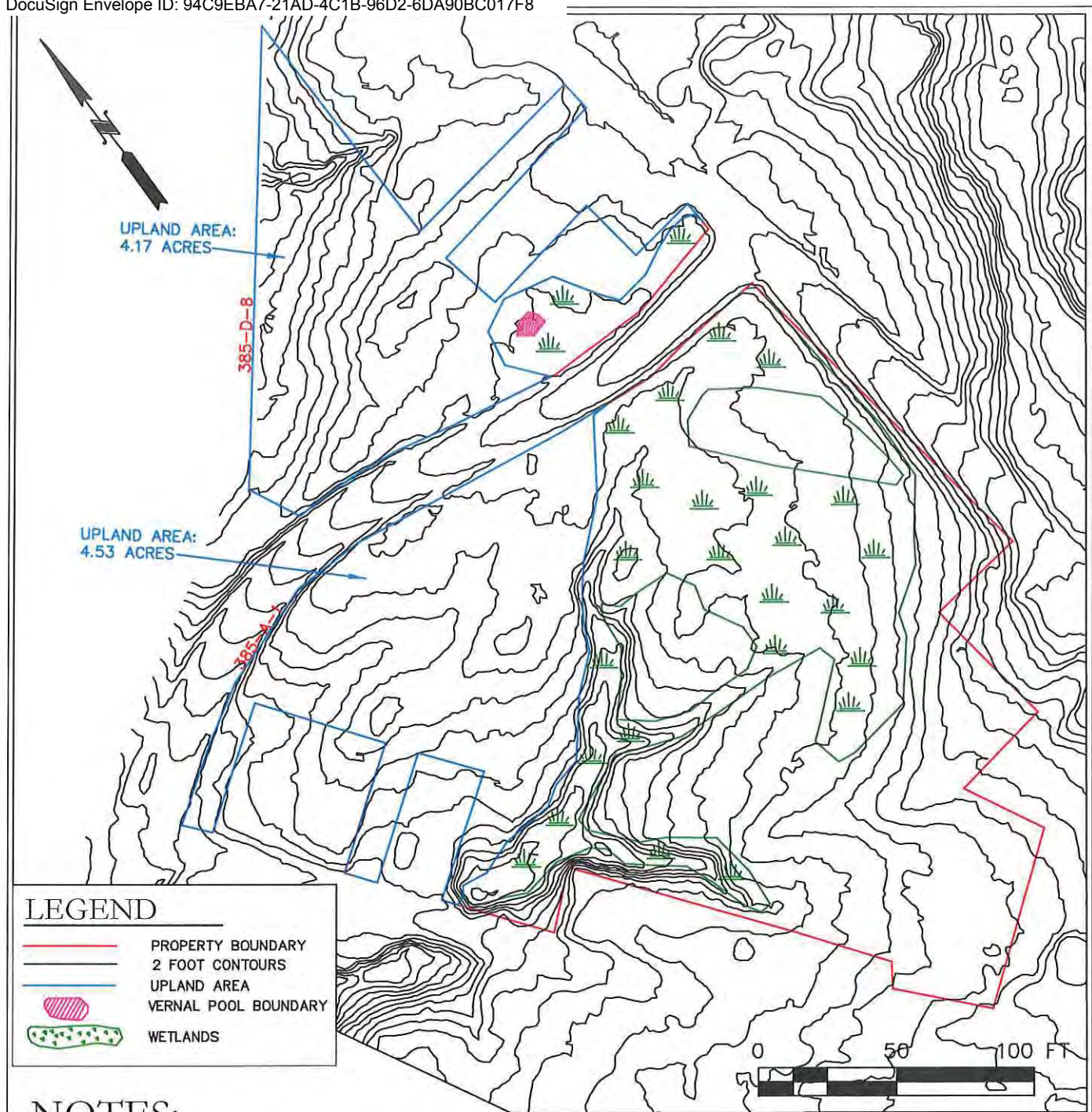
OCTOBER 18, 2019

FIELD WORK DATE:

SEPTEMBER 2019

SCALE: 1"=100'

PROJ. #: 19-065PO



LEGEND

- PROPERTY BOUNDARY
- 2 FOOT CONTOURS
- UPLAND AREA
- ▨ VERNAL POOL BOUNDARY
- ▨ WETLANDS

NOTES:

1. PROPERTY BOUNDARY OBTAINED FROM MAINE OFFICE OF GIS.
2. WETLANDS WERE REVIEWED, IDENTIFIED, AND DELINEATED BY BOYLE ASSOCIATES IN JULY 2009 FOR THE CITY OF PORTLAND'S WETLAND COMPENSATION OPPORTUNITIES ASSESSMENT. APPROXIMATE WETLAND BOUNDARIES ARE BASED ON GPS-LEVEL FIELD INVESTIGATION.
2. 2 FOOT CONTOUR LINES OBTAINED FROM THE MAINE OFFICE OF GIS.

WETLAND SKETCH PLAN

CITY OF PORTLAND

LOT 15 - 165 LAMBERT ST AND 622 AUBURN ST
(385-D-8 AND 385-A-1)
PORTLAND, MAINE

PREPARED BY:

JONES
ASSOCIATES INC.

Foresters, Surveyors And
Environmental Consultants

280 POLAND SPRING ROAD, AUBURN, MAINE 04210
(207) 241-0235

PLAN DATE:

OCTOBER 18, 2019

FIELD WORK DATE:

SEPTEMBER 2019

SCALE: 1"=100'

PROJ. #: 19-065PO

CITY OF PORTLAND, MAINE**Request for Proposals for Development of City-Owned
Property Located at 165 Lambert Street
RFP #20068****Current Date: May 28, 2020**

The attention of firms submitting proposals for the work named in the above Invitation is called to the following modifications to the documents as were issued.

The items set forth herein, whether of clarification, omission, addition and/or substitution, shall be included and form a part of the Contractor's submitted material and the corresponding Contract when executed. No claim for additional compensation, due to lack of knowledge of the contents of this Addendum will be considered.

ALL BIDDERS ARE ADVISED THAT RECEIPT OF THIS NOTICE MUST BE DULY ACKNOWLEDGED ON THE BID PROPOSAL FORM OR BY THE INSERTION OF THIS SHEET, SIGNED, AND SUBMITTED WITH YOUR PROPOSAL.

**MATTHEW F. FITZGERALD
PURCHASING MANAGER**

The City has received an Environmental Report regarding the lack of vernal pools for the property located at 165 Lambert Street.

The report from Jones Associates is attached.

Receipt of **Addendum No. 1** to the City of Portland's **RFP #20068, Request for Proposals for Development of City-Owned Property Located at 165 Lambert Street** is hereby acknowledged.

COMPANY NAME: _____

SIGNED BY: _____ DATE: _____

PRINT NAME & TITLE: _____

ADDRESS: _____

ZIP CODE



Lori Paulette
City of Portland
389 Congress Street
Portland, ME 04101

May 13, 2020

Dear Lori Paulette,

This letter to address the results of Jones Associates (JAI) site visits in regards to my search for vernal pools on three lots (Tax Map 372 Lot A-11, Tax Map 385, Lot A-1 and Tax Map 385, Lot D-8.) A preliminary visit to each of these sites was conducted on April 1st 2020 when hydrology was at its peak due to snowmelt. Any evidence of potential vernal pools would have been evident at this time.

An area located on Lot D-8 located off 622 Auburn Street, was hydrologically influenced by road ditching and culverts and did have some standing water. This area was draining and are confident that the area would not have an adequate hydro-period to support successful development of the vernal pool indicator species. This area was checked again on 4/20/20, 4/29/20, 5/4/20. There was not enough hydrology to support vernal pool species and no egg masses were found.

Further investigation of the three lots was not necessary as no pools were found during the initial visit on April 1st 2020. Observations indicated that no vernal pools were located on any of these three lots.

Attached to this letter is a vernal pool datasheet that describes findings for lot D-8. Jones Associates has not submitted the data sheets at this time. We recommend that these forms be filed with MIF&W in order to identify this site as containing no vernal pools. Once you have reviewed the attached information let us know if you would like us to file the forms with ME IF&W. If I can provide more information please do not hesitate to ask or call the office.

Much appreciated,

Jason Tome



Maine State Vernal Pool Assessment Form



INSTRUCTIONS:

- **Complete all 3 pages of form thoroughly. Most fields are required for pool registration.**
- **Clear photographs of a) the pool AND b) the indicators (one example of each species egg mass) are required for all observers.**

Observer's Pool ID: PVP1 Map 385 Lot D-8

MDIFW Pool ID: _____

1. PRIMARY OBSERVER INFORMATION

- a. Observer name: Jason Tome
- b. Contact and credentials previously provided? ☐ No (submit Addendum 1) ☒ Yes

2. PROJECT CONTACT INFORMATION

- a. Contact name: ☒ same as observer ☐ other _____
- b. Contact and credentials previously provided? ☐ No (submit Addendum 1) ☒ Yes
- c. Project Name: City of Portland - Map 385 Lot D-8

3. LANDOWNER CONTACT INFORMATION

- a. Are you the landowner? ☐ Yes ☒ No If no, was landowner permission obtained for survey? ☒ Yes ☐ No
- b. Landowner's contact information (required)
- Name: City of Portland Phone: 207-874-8683
- Street Address: 389 Congress Street City: Portland State: ME Zip: 0410
- c. ☐ Large Projects: check if separate project landowner data file submitted

4. VERNAL POOL LOCATION INFORMATION

- a. **Location** Township: Portland

Brief site directions to the pool (using mapped landmarks):

Located north and adjacent to Washington Avenue between Lambert Street and Auburn Street in Portland, Maine. East of Communication Technologies Inc.

b. Mapping Requirements

- i. USGS topographic map OR aerial photograph with pool clearly marked.

ii. GPS location of vernal pool (use Datum NAD83 / WGS84)

Longitude/Easting: 70°17'41.0025" Latitude/Northing: 43°43'17.3336"

Coordinate system: NAD 83 ME WEST

- Check one: ☐ GIS shapefile
- send to Jason.Czapiga@maine.gov; observer has reviewed shape accuracy (Best)
 - ☒ The pool perimeter is delineated by multiple GPS points. (Excellent)
 - Include map or spreadsheet with coordinates.
 - ☐ The above GPS point is at the center of the pool. (Good)
 - ☐ The center of the pool is approximately _____ m ☐ ft ☐ in the compass direction of _____ degrees from the above GPS point. (Acceptable)



Maine State Vernal Pool Assessment Form



5. VERNAL POOL HABITAT INFORMATION

a. Habitat survey date (only if different from indicator survey dates on page 3): _____

b. Wetland habitat characterization

■ Choose the best descriptor for the landscape setting:

- ☐ Isolated depression ☐ Pool associated with larger wetland complex
☐ Floodplain depression ☒ Other: Associated with Road Construction and Culvert Influence

■ Check all wetland types that best apply to this pool:

- | | | | |
|--|---|--|--|
| ☒ Forested swamp | ☐ Wet meadow | ☐ Slow stream | ☐ Dug pond or borrow pit |
| ☒ Shrub swamp | ☐ Lake or pond cove | ☐ Floodplain | |
| ☐ Peatland (fen or bog) | ☐ Abandoned beaver flowage | ☐ Mostly unvegetated pool | ☒ Roadside ditch |
| ☐ Emergent marsh | ☐ Active beaver flowage | ☐ ATV or skidder rut | ☐ Other: _____ |

c. Vernal pool status under the Natural Resources Protection Act (NRPA)

i. Pool Origin: ☐ Natural ☐ Natural-Modified ☒ Unnatural ☐ Unknown

If modified, unnatural or unknown, describe any modern or historic human impacts to the pool (**required**):

Hydrology is almost entirely influenced by culverts and road construction.

ii. Pool Hydrology

■ Select the pool's estimated hydroperiod AND provide rationale in box (**required**):

- ☐ Permanent ☐ Semi-permanent (drying partially in all years and completely in drought years) ☒ Ephemeral (drying out completely in most years) ☐ Unknown

Explain:

The pool only has a few inches of water in it by the end of April. Likely will be completely dry soon, but is storm dependent with drainages.

■ Maximum depth at survey: ☒ 0-12" (0-1 ft.) ☐ 12-36" (1-3 ft.) ☐ 36-60" (3-5 ft.) ☐ >60" (>5 ft.)

■ Approximate size of pool (at spring highwater): Width: 30 ☐ m ☒ ft Length: 100 ☐ m ☒ ft

■ Predominate substrate in order of increasing hydroperiod:

- ☒ Mineral soil (bare, leaf-litter bottom, or upland mosses present) ☐ Organic matter (peat/muck) shallow or restricted to deepest portion
☐ Mineral soil (sphagnum moss present) ☐ Organic matter (peat/muck) deep and widespread

■ Pool vegetation indicators in order of increasing hydroperiod (check all that apply):

- | | |
|---|---|
| ☐ Terrestrial nonvascular spp. (e.g. haircap moss, lycopodium spp.) | ☐ Wet site ferns (e.g. royal fern, marsh fern) |
| ☐ Dry site ferns (e.g. spinulose wood fern, lady fern, bracken fern) | ☒ Wet site shrubs (e.g. highbush blueberry, maleberry, winterberry, mountain holly) |
| ☐ Moist site ferns (e.g. sensitive fern, cinnamon fern, interrupted fern, New York fern) | ☐ Wet site graminoids (e.g. blue-joint grass, tussock sedge, cattail, bulrushes) |
| ☐ Moist site vasculars (e.g. skunk cabbage, jewelweed, blue flag iris, swamp candle) | ☐ Aquatic vascular spp. (e.g. pickerelweed, arrowhead) |
| ☐ Sphagnum moss (anchored or suspended) | ☐ Floating or submerged aquatics (e.g. water lily, water shield, pond weed, bladderwort) |
| | ☐ No vegetation in pool |

■ Faunal indicators (check all that apply):

- ☐ Fish ☐ Bullfrog or Green Frog tadpoles ☐ Other: _____

iii. Inlet/Outlet Flow Permanency

Type of inlet or outlet (a seasonal or permanent channel providing water flowing into or out of the pool):

- ☐ No inlet or outlet ☒ Permanent inlet or outlet (channel with well-defined banks and permanent flow)
☐ Intermittent inlet or outlet ☐ Other or Unknown (explain): _____

Maine State Vernal Pool Assessment Form



6. VERNAL POOL INDICATOR INFORMATION

a. Indicator survey dates: 4/20/20, 4/29/20, 5/4/20

b. Indicator abundance criteria and pool survey effort

- Is pool depression bisected by 2 ownerships (straddler pool)? ☐ Yes ☒ No
- Was the entire pool surveyed for egg masses? ☒ Yes ☐ No; what % of entire pool surveyed? _____
- For each indicator species, indicate the exact number of egg masses, confidence level for species determination, and egg mass maturity. Separate cells are provided for separate survey dates.

INDICATOR SPECIES	Egg Masses (or adult Fairy Shrimp)									Tadpoles/Larvae ⁴					
	Visit #1	Visit #2	Visit #3	Confidence Level ¹			Egg Mass Maturity ²			Observed			Confidence Level ¹		
Wood Frog	0	0	0	3	3	3									
Spotted Salamander	0	0	0	3	3	3									
Blue-spotted Salamander	0	0	0	3	3	3									
Fairy Shrimp ³	0	0	0	3	3	3									

1-Confidence level: 1 = <60%, 2 = 60-95%, 3 = >95%

2-Egg mass maturity: F= Fresh (<24 hrs), M= Mature (round embryos), A= Advanced (loose matrix, curved embryos), H= Hatched or Hatching

3-Fairy shrimp: X = present

4-Tadpoles/larvae: X = present

c. Rarity criteria

- Note any rare species associated with vernal pools. Observations should be accompanied by photographs.

SPECIES	Method of Verification*			CL**	SPECIES	Method of Verification*			CL**
	P	H	S			P	H	S	
Blanding's Turtle	☐	☐	☐		Wood Turtle	☐	☐	☐	
Spotted Turtle	☐	☐	☐		Ribbon Snake	☐	☐	☐	
Ringed Boghaunter	☐	☐	☐		Other:	☐	☐	☐	

*Method of verification: P = Photographed, H = Handled, S = Seen

**CL - Confidence level in species determination: 1= <60%, 2= 60-95%, 3= >95%

d. Optional observer recommendation:

☐ SVP ☐ Potential SVP ☐ Non Significant VP ☐ Indicator Breeding Area

e. General vernal pool comments and/or observations of other wildlife:

This pool does not meet the requirements of a vernal pool.

Send completed form and supporting documentation to: Maine Dept. of Inland Fisheries and Wildlife
Attn: Vernal Pools
650 State Street, Bangor, ME 04401

NOTE: Digital submission (to Jason.Czapiga@maine.gov) of vernal pool field forms and photographs is only acceptable for projects with 3 or fewer assessed pools; larger projects must be mailed as hard copies.

For MDIFW use only

Reviewed by MDIFW Date: _____ Initials: _____

This pool is: ☐ Significant ☐ Potentially Significant but lacking critical data ☐ Not Significant due to: ☐ does not meet biological criteria.
☐ does not meet MDEP vernal pool criteria.

Comments:

PHOTOS OF POOL AREA



Drainage/Pooling Along Road – May 12, 2020



Drainage/Pooling Along Road – May 12, 2020

POTENTIAL VERNAL POOL AREA

Jones Associates Inc. - *Photographer: Jason Tome*



Drainage/Pooling Along Road – May 12, 2020

POTENTIAL VERNAL POOL AREA
Jones Associates Inc. - *Photographer: Jason Tome*

CITY OF PORTLAND, MAINE

**Request for Proposals for Development of City-Owned
Property Located at 165 Lambert Street
RFP #20068**

Current Date: June 9, 2020

The attention of firms submitting proposals for the work named in the above Invitation is called to the following modifications to the documents as were issued.

The items set forth herein, whether of clarification, omission, addition and/or substitution, shall be included and form a part of the Contractor's submitted material and the corresponding Contract when executed. No claim for additional compensation, due to lack of knowledge of the contents of this Addendum will be considered.

ALL BIDDERS ARE ADVISED THAT RECEIPT OF THIS NOTICE MUST BE DULY ACKNOWLEDGED ON THE BID PROPOSAL FORM OR BY THE INSERTION OF THIS SHEET, SIGNED, AND SUBMITTED WITH YOUR PROPOSAL.

**MATTHEW F. FITZGERALD
PURCHASING MANAGER**

Please see our response to questions received related to this RFP.

Receipt of **Addendum No. 2** to the City of Portland's **RFP #20068, Request for Proposals for Development of City-Owned Property Located at 165 Lambert Street** is hereby acknowledged.

COMPANY NAME: _____

SIGNED BY: _____ DATE: _____

PRINT NAME & TITLE: _____

ADDRESS: _____

ZIP CODE

CITY OF PORTLAND, MAINE

**Request for Proposals for Development of City-Owned
Property Located at 165 Lambert Street
RFP #20068**

QUESTIONS:

1. *Since City Hall is closed to the public, how should we submit our proposal?*

Sealed proposals shall be submitted electronically to biddropbox@portlandmaine.gov with the name of the Proposer, Contract Name and RFP number in the subject line will be received until 3:30 p.m., Tuesday, June 16, 2020 at which time they will be opened and read, or by submitting via USPS, UPS or FedEx to the City of Portland, Purchasing Rm. 103, 389 Congress St., Portland ME 04101. In-person submission is not currently allowed due to City Hall being closed to the public.

EXHIBIT B

A. Developer

RFP 20068

Brian Eng
6 City Center, Floor 3
Portland, ME 04101
bri.d.eng@gmail.com
Phone: 413-262-2610
Fax: 207-899-4870

Alternative Contact:

Liz Trice
liztrice@gmail.com
Phone: 207-776-0921

Eng Proposal for RFP 20068

B. Lambert Village Proposal (RFP 20068)

Overarching goal: “Beautiful, Sustainable, Attainable, High Performance Co-operative Village”

Lambert Village creates a pedestrian friendly, closely knit “pocket neighborhood” of highly energy efficient, family-oriented, factory-built, single-family-style homes and neighborhood amenities at the two sites totaling 13.39 acres at 165 Lambert Street in the North Deering neighborhood of Portland, Maine. Lambert Village will be structured as a limited-equity housing co-operative (“Co-op”) developed by a partnership of highly experienced development and co-op professionals. We see this as a unique opportunity to use innovative legal, financial and design models to create an environmentally sustainable, family-oriented homeownership community with permanent affordability. Co-op housing communities are democratically owned and operated. From a governance and decision-making standpoint, co-ops are inherently the most participatory and collaborative form of housing. Traditional single family homeownership is autocratic. Condominium ownership is like a United Nations of autocracies. Co-op homeownership builds closer, more collaborative communities --- a village. The innovative, clustered landscape and building design of Lambert Village honors and supports these democratic and community building principles.

In addition to collaborative governance, the co-op structure permits innovative financing through the HUD Section 213 program. The favorable loan-to-cost, interest rate and amortization terms of Section 213 loans are far more supportive of the high-cost of new construction than conventional residential financing. Furthermore, the model deemphasizes individual credit scores by placing a blanket mortgage on the entire cooperative rather than individual mortgages on each home. We expect that Lambert Village will appeal primarily to renters who desire the control that homeownership affords but might otherwise have difficulty qualifying for a sufficient individual mortgage. Secondly, we imagine that Lambert Village will appeal to households that value the Village’s innovative design and community characteristics. Finally, Lambert Village will form under the Maine Cooperative Affordable Housing Act (13 M.R.S. §§ 1741, et seq.) which is specifically designed to create permanently affordable housing consistent with the City’s goals.

Proposed Use to Achieve the City of Portland’s Goals

Market Demand (20 Points)

100% of Lambert Village’s homes will be permanently affordable for households earning between 60%-100% of Area Median Income (AMI).

Economic Diversity (10 Points)

Lambert Village provides housing options which promote economic diversity in the neighborhood by serving a range of incomes. The ability to support economic diversity will be directly proportional to the City’s ability to support the project through the contribution of land, tax increment financing, etc.

Age Inclusive (10 Points)

Lambert Village will provide age-inclusive housing. The homes of Lambert Village will be efficiently sized (~1,250 square feet) yet with enough bedrooms (3) and bathrooms (2) to serve young couples, families, empty nesters and multigenerational families. Co-op ownership, shared spaces, and management of the Co-op by the Cooperative Development Institute will cultivate community cohesion which will both benefit from and serve multigenerational households.

Eng Proposal for RFP 20068

Impact on Surrounding Neighborhood: Project Design (15 points)

Our proposal is consistent with the design characteristics of the surrounding neighborhood. The 13.39 acre site is currently bounded by open space, single family homes and streets. By using a single family home form factor in an innovative “pocket neighborhood” site design, the structures will be consistent with existing homes. The site design offers separation from neighbors and the streets while also improving access to existing trails by creating green space and pathways connecting transit, trails, and sidewalks that are welcoming to existing neighbors, bikers, pedestrians, and children. Our site design preserves the existing wetlands and open space for wildlife. The site also offers the potential to create community center resources for the neighboring community if the Co-op and the City can agree on an appropriate partnership.

Amenities and unit design (10 points)

Amenities & unit design have been well thought out and are appropriate for residents. The layout of the neighborhood is intended to foster a sense of community and initiate interaction amongst home owners, while providing privacy and sense of personal ownership. Front porches and stoops face the green, cars are consolidated outside the communal green, and a network of trails connect to Washington Avenue extension transit stop as well as regional trail networks.

The current unit mix for the Co-op is twenty to forty-five 3br, 2ba, 1,250 sf single family homes depending on the success of rezoning as discussed below.

Applicant's ability to complete the project, including financial feasibility, development team experience, capacity, and timeframe for completion. (35 points total)

- **Readiness to proceed (15 points)** We have letters of commitment or interest from all projected sources of funding except where procurement rules disallow.
- **Track record of development team (10 points)** Every development team member has a successful track record with this type of project and at this scale.
- **Current capacity of development team (10 points)** Our development team members have exceptional depth of human and financial resources to complete this project.
See attachments for details.

Proposed Re-zoning

To accommodate the innovative clustering of single-family style homes in the attached plans, based on discussions with City Staff, we will likely require a contract zone (or a judgment by the planning board that the co-operative structure would classify the homes as Multifamily under the Zoning Ordinance). Alternatively, the project should also work as a R-3 or R-5 PRUD (which would require a form-factor change of some or all homes from single-family style to duplex style). Either approach should be financially feasible and create the maximum number of affordable homes while honoring the design characteristics of the surrounding neighborhood and the innovative site plan.

Eng Proposal for RFP 20068

C. Financial Feasibility

Please note that the financial feasibility numbers are for a 20-home Phase 1. The site design also contemplates a Phase 2 of 26 homes for a total of 46 homes.

Prospective and Committed Sources of Funding & Letter from Lending Institutions

- Centennial Mortgage HUD Section 213 Loan - letter attached
- Share sales from prospective residents - equivalent of down payment on condo (Approximately \$4,300/unit, potentially variable by income level) - letter attached
- City of Portland Affordable Housing TIF (75% for 30 years) - letter not allowed
- City of Portland Housing Trust Fund (\$200,000 est.) - letter not allowed
- Maine Housing Community Solutions Grant (\$200,000 est) - letter not allowed

Attachments:

Attachment 1: Site Images

Site Photographs and Maps

Proposed Site Plan Rendering

Attachment 2: Letters of Interest and Support

Letters: Cooperative Development Institute, Prospective Residents, Centennial Mortgage

Attachment 3: Team Portfolios. Examples of prior projects that indicate the proven ability to develop a project of similar type and scale from a fiscal perspective.

Portfolios: Maine Cooperative Development Partners, BrightBuilt Home, Aceto Landscape Architects, UHAB, Cooperative Development Institute, Acorn Engineering.

Eng Proposal for RFP 20068**C. Financial Feasibility cont. Development and Operating Budgets****Development Budget (20 Units in Phase 1)**

Project Costs		Project Sources	
Land Acquisition	\$0	HUD 213 Loan	\$6,935,200
Construction	\$6,334,711	Co-op Member Equity	\$86,799
Soft Costs	\$782,139	Housing Trust + Community Solutions	\$400,000
Financing Costs	\$305,149		
Total	\$7,421,999		\$7,421,999

Operating Budget (20 Units in Phase 1)

Annual Income	
Income from Rents (after vacancy and concessions)	\$502,000
AHTIF Income	\$69,000
Total Income	\$582,000
Annual Expenses	
Admin: Advertising, legal, software	\$20,000
CDI Resident Services, Training	\$10,000
Utilities: Electricity, Water & Sewer, Internet	\$30,000
Replacement Reserve	\$15,000
Taxes & Insurance	\$100,000
Maintenance: snow, trash, landscape, repairs	\$20,000
Total Expenses before Debt Service	\$195,000
Net Income before Debt Service	\$387,000
Debt Service	\$375,960
Net surplus	\$40

Eng Proposal for RFP 20068

D. Timetable

Provide an overview of how the proposal will be implemented. Include approximate schedule for completion of each element, closing, construction start-up, substantial completion, final completion, and occupancy. Include applications for public or private financing.

Month	
Jun 2020	RFP Deadline
Aug 2020	RFP Award. Obtain site control and commence market study, marketing and pre-sales. Start HUD Concept Package.
Oct 2020	Close pre-development funding
Nov 2020-Feb 2021	Start HUD Phase I application, Design & Permitting, HUD Processing. Create co-op docs, develop marketing materials, Apply for TIF and seek zone change.
April 2021	Apply for Housing Trust Fund and Community Solutions Grant
Sep 2021	Planning Board Review
Nov 2021-Apr 2022	Design Development and Construction Documentation, select Construction Manager
Mar -May 2022	Construction Bidding process
Jul 2022	HUD 213 Loan Closing, start construction (homes factory manufactured concurrently with site work)
Oct 2022	Doors open

E. Developer Capacity

Identify the qualifications and experience of the development team for the project including a list of previously completed projects similar to the proposed project. This team may include key staff of the developer, architect, general contractor and future property management. Also, discuss the ability to complete the project including the qualifications of the development team, management plan, experience, capacity, project readiness to proceed, and timeframe for completion. Examples of prior projects that indicate the proven ability to develop a project of similar type and scale from a fiscal perspective.

We have assembled an experienced and qualified team where every core member of this team has completed projects of this size and scale. Project completion is projected for Fall 2022.

Eng Proposal for RFP 20068

Team Member	Company	Role	Similar Projects Completed
Brian Eng	Maine Cooperative Development Partners	Developer	M North in Orlando, 288-units in Orlando, Florida. https://www.mnorthorlando.com/ , Master developer of city-owned land on the former Maine Energy Recovery Corp. in Biddeford
Liz Trice	Maine Cooperative Development Partners	Developer	645 Congress Street (with Shinberg/Alfond), Danforth on High, 58 Boyd
Matt Peters	Maine Cooperative Development Partners	Developer	Involved in over a dozen affordable housing developments in Southern Maine and New Hampshire including Deering Place and Park Street Apartments
Parlin Meyer	BrightBuilt Home (an affiliate of Kaplan Thompson Architects)	Architectural Designer	Over 60 BrightBuilt factory-built homes completed and over 100 designed and planned
Mike White	Island Carpentry	Builder	Eco-Village One, Bath ME (http://island-carpentry.com/eco-village-one/)
Nick Aceto	Aceto Landscape Architects	Landscape Architect	The Downs, Scarborough ME (510 Acre Mixed-Use Master Planned Community), Phases 1 & 3; Jackson Laboratory, Bar Harbor ME (37 Acre Employee Co-Housing Community); Cumberland Multi-Gen Community https://www.mainebiz.biz/article/future-proofing-development-designers-are-ready-for-climate-change
Jonah Fertig-Burd	Cooperative Development Institute	Co-op Formation & Management	Mountainside Cooperative, Camden, ME (52 units), Charter Oaks, Arundel, ME (40 units), Sunset Terrace, Rockland, ME (76 units) Wardtown Cooperative, Freeport, ME (60 units), Halifax

Eng Proposal for RFP 20068

			Mobile Home Estates Association, Halifax, MA (430 units), Farrington's/North Avenue Co-op, Burlington, VT (117 units)
Andy Reicher	UHAB	Co-op Formation Consultant	In Manhattan: 3603-3605 Broadway, 42 unit conversion, 520, 540-550 West 144th Street, 90 units, 421-555 West 148th Street, 98 units; 110 Madison Ave & Jupiter 21, Off-site Inclusionary
Will Savage	Acorn Engineering	Civil Engineer	Meeting House Hill Park Redevelopment, Munjoy Heights, Stroudwater Preserve, Sunset Place
David Pierson	Eaton Peabody	Legal	Many construction and public-private partnership representations including the Bates Mill in Lewiston and Downeast Broadband Utility

F. Occupancy and Management Plan

Present a plan detailing the ownership structure (condominium, cooperative, etc.), resale restrictions and resale process, to ensure mixed income and long-term affordability.

The Cooperative Development Institute (CDI) will be responsible for the creation of the cooperative ownership and management structure and ensure implementation of the permanent affordability provisions. Andy Reicher, executive director of UHAB, which manages 25,000 units of limited equity cooperative housing in New York City, will be a consultant to CDI to set up a structure to train future residents in managing their buildings, and using lessons learned and management fees to seed future cooperative ownership projects.

Lambert Village will be a limited equity cooperative, meaning that residents rent from an entity of which they are an owner. This type of cooperative is democratically owned and operated similar to a condo structure, but allows for a wider range of income affordability, as the share price is low and residents do not have to qualify for a mortgage. The construction loan becomes a long-term loan paid by the association. Resident-owners pay an up-front share price similar to a down payment, then have a monthly payment similar to rent or a mortgage based on the actual operating costs of the property. New residents must meet the income requirements, and monthly carrying costs must not exceed 30% of the income bands based on Area Median Income (AMI). These rules continue in perpetuity.

Eng Proposal for RFP 20068

There are currently over 20 households of prospective residents that have been meeting for over a year. The group includes multiple established immigrant families that share a vision of mixed-income ownership housing with shared community facilities and outdoor space. The development team will continue to work with these residents to crystalize their vision and recruit more households.

The homes will be principal residences and will not be used for the conduct of business (except for a home occupation allowed under the City of Portland zoning ordinance) or as investment properties. Units may not be rented for short-term periods of one to thirty days.

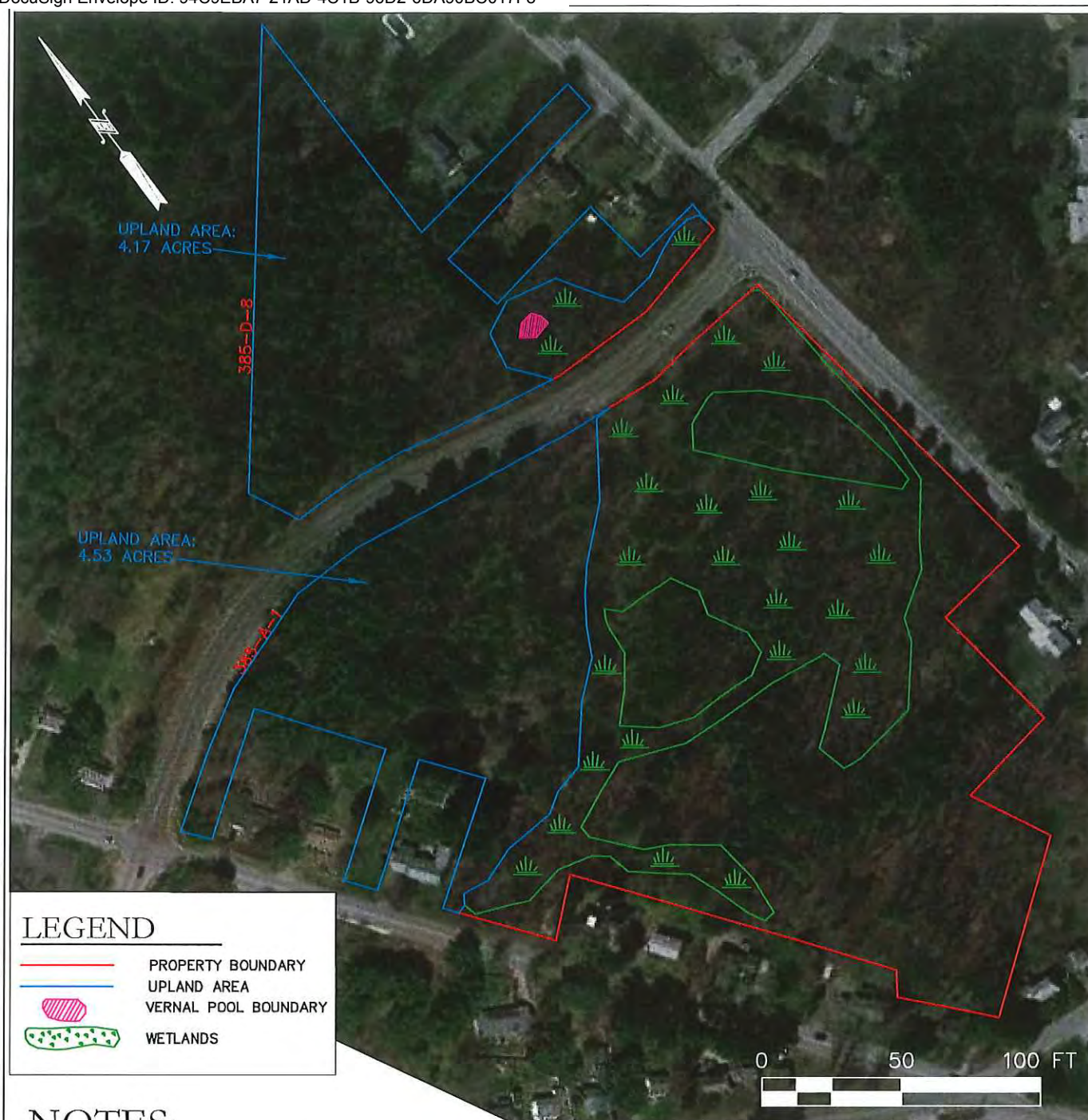
G. Purchase Price

We propose that the City contribute the land to the Lambert Village cooperative at no cost. Doing so would serve to balance the cost of new construction against the objective of maximizing permanent affordability for an economically diverse range of households. That said, the financial model is very favorable and could support the twenty cooperative households paying the city for land acquisition, either upfront or over time. We welcome a discussion of these possible outcomes.



City of Portland Maine Parcel Viewer





NOTES:

1. PROPERTY BOUNDARY OBTAINED FROM MAINE OFFICE OF GIS.
2. WETLANDS WERE REVIEWED, IDENTIFIED, AND DELINEATED BY BOYLE ASSOCIATES IN JULY 2009 FOR THE CITY OF PORTLAND'S WETLAND COMPENSATION OPPORTUNITIES ASSESSMENT. APPROXIMATE WETLAND BOUNDARIES ARE BASED ON GPS-LEVEL FIELD INVESTIGATION.
2. AERIAL IMAGERY OBTAINED FROM GOOGLE EARTH.

WETLAND SKETCH PLAN CITY OF PORTLAND LOT 15 - 165 LAMBERT ST AND 622 AUBURN ST (385-D-8 AND 385-A-1) PORTLAND, MAINE

PREPARED BY:

JONES
ASSOCIATES INC.

Foresters, Surveyors And
Environmental Consultants



280 POLAND SPRING ROAD, AUBURN, MAINE 04210
(207) 241-0235

PLAN DATE:

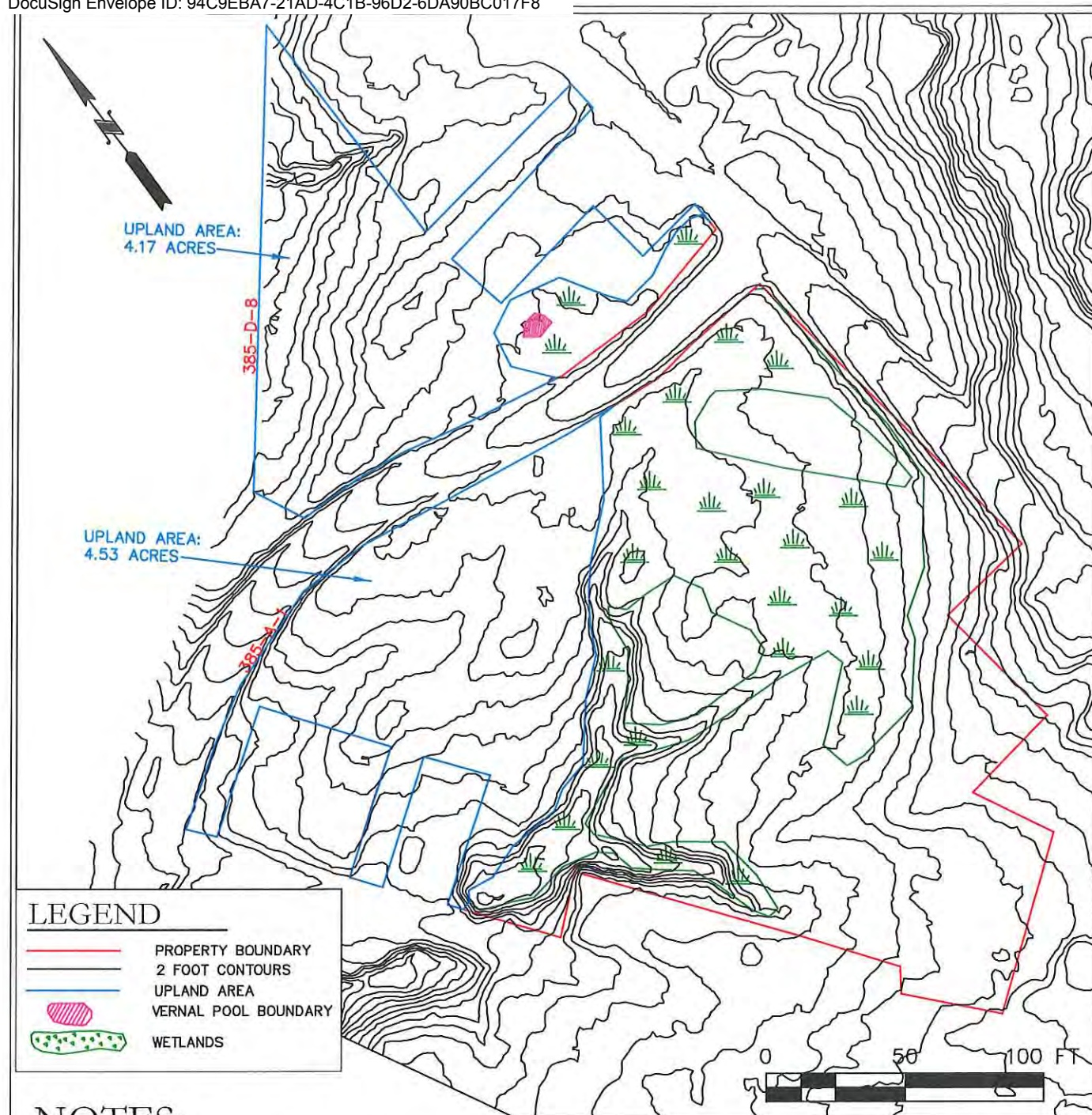
OCTOBER 18, 2019

FIELD WORK DATE:

SEPTEMBER 2019

SCALE: 1"=100'

PROJ. #: 19-005PO



NOTES:

1. PROPERTY BOUNDARY OBTAINED FROM MAINE OFFICE OF GIS.
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2. 2 FOOT CONTOUR LINES OBTAINED FROM THE MAINE OFFICE OF GIS.

WETLAND SKETCH PLAN CITY OF PORTLAND LOT 15 - 165 LAMBERT ST AND 622 AUBURN ST (385-D-8 AND 385-A-1) PORTLAND, MAINE

PREPARED BY:

**JONES
ASSOCIATES INC.**

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280 POLAND SPRING ROAD, AUBURN, MAINE 04210
(207) 241-0235

PLAN DATE:

OCTOBER 18, 2019

FIELD WORK DATE:

SEPTEMBER 2019

SCALE: 1"=100'

PROJ. #: 19-065PO

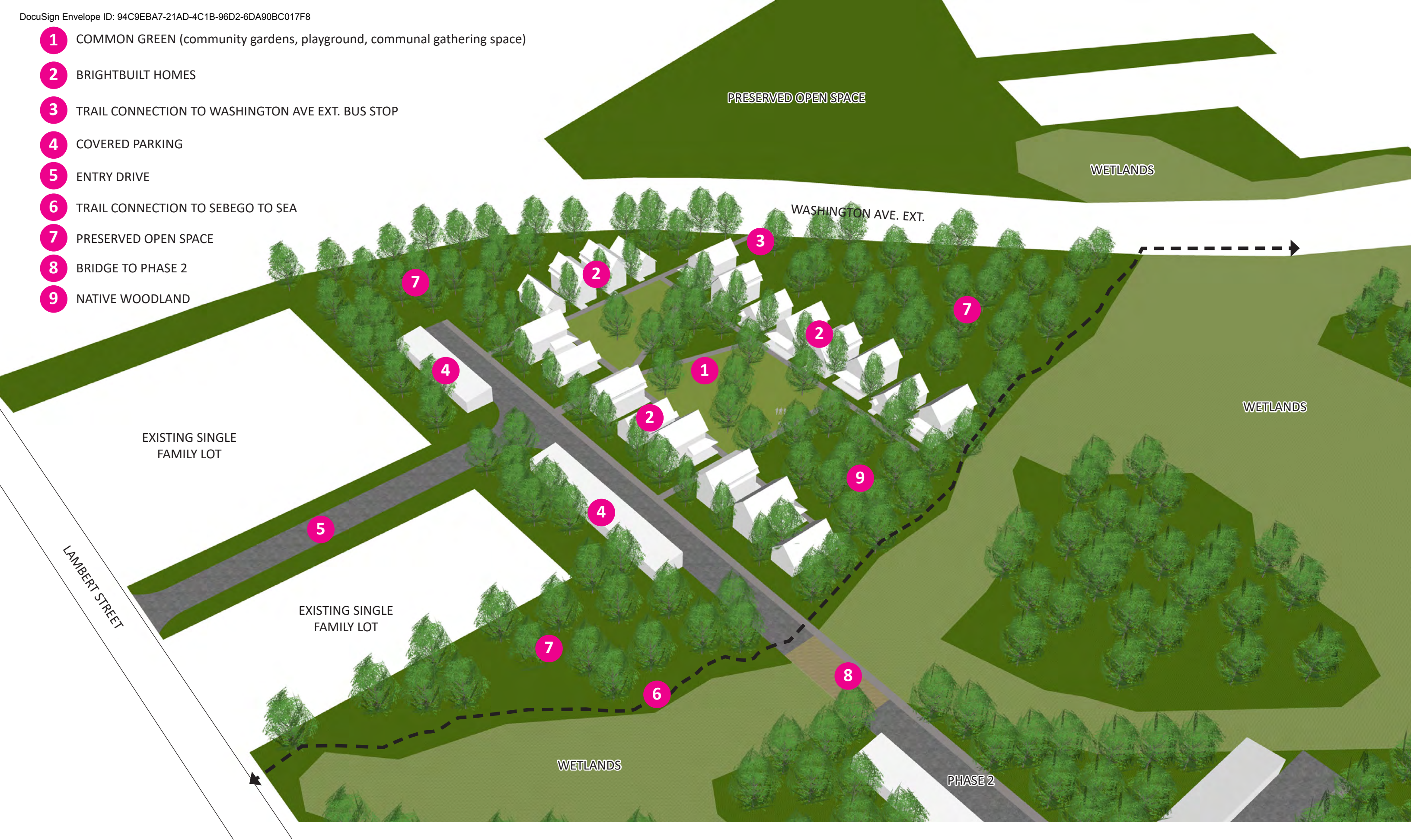
Conceptual plans submitted as part of the RFP response incorrectly included land outside of the City's property boundary. The development team acknowledges the correct boundary and is adapting plans to focus development between the wetlands noted on the "JONES ASSOCIATES INC WETLAND SKETCH PLANS" and Washington Avenue.







- 1 COMMON GREEN (community gardens, playground, communal gathering space)
- 2 BRIGHTBUILT HOMES
- 3 TRAIL CONNECTION TO WASHINGTON AVE EXT. BUS STOP
- 4 COVERED PARKING
- 5 ENTRY DRIVE
- 6 TRAIL CONNECTION TO SEBEGO TO SEA
- 7 PRESERVED OPEN SPACE
- 8 BRIDGE TO PHASE 2
- 9 NATIVE WOODLAND





- 1 COMMON GREEN (community gardens, playground, communal gathering space)
- 2 BRIGHTBUILT HOMES
- 3 COVERED PARKING
- 4 ENTRY DRIVE
- 5 TRAIL CONNECTION TO SEBEGO TO SEA
- 6 PRESERVED OPEN SPACE
- 7 BRIDGE TO PHASE 1







COOPERATIVE DEVELOPMENT INSTITUTE

P.O. Box 1051, Northampton, Massachusetts 01061-1051
PH 413-665-1271 • FX 413-541-8300 • www.cdi.coop • info@cdi.coop

June 8, 2020

To whom it may concern:

The Cooperative Development Institute (CDI) is happy to support the proposal for the creation of a new construction limited equity co-op on Lambert St.

CDI is a 501(c)3 nonprofit founded in 1994 by co-op leaders to work with people in the Northeast to create cooperative businesses and networks that grow a prosperous, equitable economy.

CDI provides expert assistance, organizational development, and support to groups undertaking cooperative development. In the past decade, CDI has helped create 47 new Resident Owned Communities (ROCs) in New England, representing 4,479 households. 8 of the ROCs are conversions of manufactured home parks in Maine. CDI's role is to help form new cooperatives, train residents, and ensure that the cooperative has the support it needs to remain permanently affordable.

Our intention is that at Lambert St., CDI will:

- Lead the creation of the new Co-op entity.
- Lead resident training and resident participation in the construction phase.
- Create and administer a long-term management plan that would meet the city's TIF requirements to ensure that the property meets the city's affordability metrics for at least 30 years.
- Be the long term training & support organization for the Co-op.

We are pleased with the proposal and the development team, and hope to be part of this exciting project!

Sincerely,

Noémi Giszpenc
Executive Director

THE SOURCE FOR COOPERATIVE BUSINESS DEVELOPMENT IN NEW ENGLAND & NEW YORK

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discrimination on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.) To file a complaint of discrimination write USDA, Director, Office of Civil Rights, 1400 Independence Avenue SW, Washington, DC 20250-9410, or call (800) 795-3272 (voice) or (202) 720-6382 (voice and TDD).

June, 2020

To whom it may concern:

We are writing in support of the Lambert Village proposal to build housing on the parcel put to RFP by the City of Portland.

Some of us have been meeting for the last 2 years to explore strategies to build affordable home ownership housing in Portland that builds community among people of different ages, incomes, and cultural backgrounds. Several months ago, we came to the conclusion that Limited Equity Cooperative Housing was the best way to accomplish this. Limited Equity Cooperatives combines the accessibility of renting with the long-term stability and autonomy of homeownership.

We are delighted that this development team has come together to bring Limited Equity Cooperative Housing to Portland and enthusiastically support their projects. We are especially excited about the effort to create designs that will maximize interaction with outdoor spaces, gardens and shared spaces that can be used by residents. We also appreciate their effort to include us and existing neighbors in their early design efforts.

We are excited about the location, and hope that we will have the opportunity to become future residents!

Sincerely,

1. Cynthia A. Grier, 1227 Westbrook Street, Apt #2, Portland, ME 04102
2. Elisabeth C. Heij, 97 Pitt Street, Portland ME 04103
3. Valerie and Matthew Todd, 68 Black Sparrow Drive, Portland ME 04102
4. Nicole Ivins and Richard Bennett, 93 Pitt St #1, Portland, Me 04103
5. Jules Mutoni & Yvette Unezase, 77 Grant St, Apt # 13,
6. Portland, ME 04101
7. Wendy Herbert & Peter Ackoff 112 Park St. #2, Portland, Me
8. Andrea Levinsky 39 Cumberland Rd Apartment 1 South Portland ME
9. Jacques Kubwimana & Ange christelle Abaribeza 61 Deering St , Apt #E 04101
10. Arthur Sabiti & Vanice Busingye, 240 Cumberland st, westbrook 04092 ME
11. Jackson Ntambara & Peace Kobusinge, 2 walker street # 1203 westbrook 04092 ME



June 12, 2020

Brian Eng
Principal
Maine Co-op Development Partners
6 City Ctr, Fl 3
Portland, ME 04101

RE: Lambert Street Cooperative

To whom it may concern:

Centennial Mortgage has been engaged by Maine Co-op Development Partners to secure mortgage insurance through the FHA 213 program for cooperative housing and fund a construction/permanent mortgage for Lambert Street Cooperative, a new cooperative housing project in Portland, ME. We have reviewed a financing request, including initial plans, pro forma operating budget, the construction budget and initial market information for Lambert Street Cooperative in Portland, ME. In addition, we have reviewed the experience of the overall development team. Based on this review, we feel that this project is an excellent candidate for financing and will conform to all the requirements to qualify for construction and permanent financing through the FHA 213 program. We feel that this is the right time and place to create a new affordable cooperative given the advantages this particular form of housing provide to its members, primarily affordable home ownership and a greater sense of community.

Having now completed this structuring phase, we have now entered the formal application stage for the FHA 213 mortgage insurance and believe that Lambert Street Cooperative has a high likelihood of success over the coming year in obtaining a 40 year, low interest loan for the project of approximately \$6,935,200. Additional subordinated financing would serve to further increase that likelihood. We also believe that success at Lambert Street Cooperative will open an entirely new avenue for affordable housing finance in the state of Maine by making the FHA 213 program finance accepted in the market.

Centennial Mortgage has substantial expertise and experience completing FHA financing transactions. We are very active in lending to cooperative housing projects throughout the country. Cooperative housing provides a unique form of home ownership and we are actively working with several groups to create new home ownership at affordable prices. Personally, I have been involved in cooperative housing for over 20 years, through financing and serving on the board of the National Association of Housing Cooperatives.



We encourage other funding sources to join us in supporting this innovative project and creating up to 98% leverage for future projects through this program. Please let me know should you have any questions or require any additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read "H. Jeffers", is positioned above the printed name.

Hugh Jeffers
Vice President of Originations



Maine Cooperative Development Partners

MAINE COOPERATIVE DEVELOPMENT PARTNERS

build neighborhoods where the elements that constitute quality of life—access to green space, healthy lifestyles, community, privacy, and affordability—are not at odds with each other. Grounding principles for this work are creating equitable communities; complementing walkable neighborhoods; building healthy buildings; and celebrating beauty, art, and the natural environment. We use Limited Equity Cooperatives as a form of ownership to create options for people of all ages, backgrounds, and incomes to live in harmony with nature and their neighbors.

WE ENVISION small towns, urban neighborhoods, and suburban neighborhood centers that are walkable to daily needs and adjacent to recreational facilities, trails, and transit corridors; homes that use energy efficient construction, and shared gardens, patios, and play spaces for people to get to know and enjoy their neighbors.

WE GIVE BACK by partnering with organizations that support trails and green space, transit, local businesses, social equity, and efforts to mainstream energy efficient building and land use.



PRINCIPALS



MATTHEW PETERS has been involved in the completion of over 20 new construction, major rehab, and acquisition deals. Matt worked for eight years at Avesta Housing, one of Northern New England's largest non-profit housing developers and owners, project managing affordable housing developments, building out and overseeing the Asset Management department, and ending in an executive role overseeing the entire development and acquisitions pipeline as Vice President of Real Estate Services. In 2018 he began to consult for Housing Authorities, housing non-profits, and Community Development Finance Institutions in Maine supporting these organizations in acquisition, ground-up development, and underwriting of affordable housing properties. Matt also is the Executive Director of Freeport Housing Trust based in Freeport, Maine. He has strong working relationships with MaineHousing, Rural Development, lenders, tax credit syndicators, and other professionals in the design and construction field, holds a Masters in Urban Planning from the University of Washington, and certifications such as Spectrum's C3P and Rural Development STAR trainings and LEED Accredited Professional.



BRIAN ENG is a real estate investor who has worked on commercial projects in Florida, Connecticut, New Jersey, and Maine. He has worked as a principal on developments of over 200 units, is a principal on redeveloping the MERC site in Biddeford, and has redeveloped several smaller properties in Portland. He brings strong expertise in financials, fundraising, advocacy, and public speaking. He grew up in a co-op in New York City, and is on the board of UHAB, the entity that manages 20,000 units of cooperative housing in New York.



LIZ TRICE is a policy professional who builds multidisciplinary partnerships across real estate, economic development, entrepreneurship, and public health. Liz holds a masters degree in Public Policy & Management with a certificate in Community Planning & Development from the Muskie School at the University of Southern Maine. She has worked on multi-unit projects in Portland to obtain zone changes, lead the public engagement process with neighboring residents and businesses, apply for TIFs and grants, and direct the design of shared spaces. Her work includes award-winning research on the regulatory barriers to people living alone achieving home ownership, leading the process to redesign Bramhall Square, and working with medical and economic development institutions to develop strategic plans. Her projects to re-envision urban spaces for livability and natural ecosystems won two of three awards given by the 2019 Portland Society of Architecture's Complete City Competition. Liz trained as a cohousing developer and Passive House Design Consultant and has visited over 20 cohousing developments in the United States. She is currently the owner of PelotonLabs, a coworking space in Portland.



PROJECTS



M NORTH ORLANDO—As a principal of Clay Cove Capital, Brian was the control capital partner in the ground-up development of M North in Orlando, a \$37.1M, 288-unit multifamily development in Orlando, Florida. www.mnorthorlando.com



BIDDEFORD MERC REDEVELOPMENT Brian worked with Jim Brady of Fathom Companies, to serve as master developer of city-owned land on the former Maine Energy Recovery Corp. incinerator through a public-private partnership with the City of Biddeford.



6 CITY CENTER IN PORTLAND—Brian redeveloped and retenanted a largely vacant Old Port mixed use building including executive office suites. www.sixcitycenter.com, and bringing in a law firm condo, law firm tenant, Lio Restaurant, and HE Paintbar nail salon.



1685 CONGRESS IN PORTLAND—Brian redeveloped a 50% vacant office/medical building and retenanted it including Maine Plastic Surgery Center and Maxim Healthcare. www.maineplasticsurgery.com

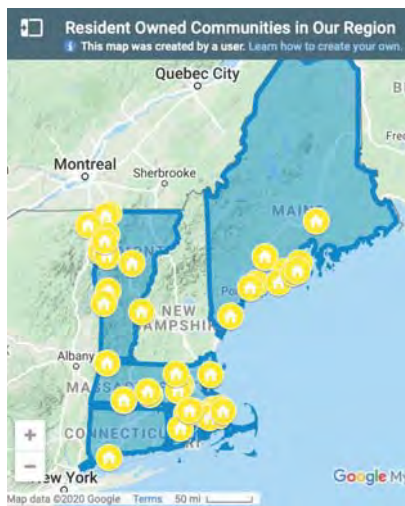


645 CONGRESS STREET—This former downtown college dormitory was converted to 55 one-bedroom and studio apartments with retail on the first floor. Liz worked for developers Shinberg and Alford on the initial concept, conducted a market analysis, developed relationships and communication with neighbors and businesses, creating a bike storage and parking plan, created a community management plan, and assisted with lease-up.



The Cooperative Development Institute (CDI) is a regional 501(c)3 non-profit founded in 1994 by co-op leaders in the Northeast. CDI's mission is to build a cooperative economy through the creation and development of successful cooperative enterprises. We are transforming ownership of our economy, so all people can meet their basic needs. CDI has 30 staff across the Northeast including six staff members in Southern Maine.

New England Resident Owned Community Projects (NEROC)



One of our primary activities is creating cooperative housing in Maine and the Northeast. When a park is for sale we help residents form a cooperative, get financing to buy the park, and learn how to run it with democratic resident control. This program gives residents control of the land beneath their homes and protects the affordability of their housing.

The Resident Owned Community (ROC) model began in NH with the NH Community Loan Fund and became a national model with the formation of ROC USA in 2008. The program has helped people in over 50 parks – comprising more than 4,800 homes — convert to resident ownership. Those communities are part of the ROC USA Network, which has helped secure over 15,000 units of affordable housing

nation-wide. CDI provides ongoing support as trainers and advisers for the ROCs and other cooperatives in the region. We assist in governance, management, financial oversight, communications, conflict resolution, compliance, and securing financing.

Charter Oaks Village Cooperative



With the support and technical assistance of the Cooperative Development Institute (CDI), the residents of Charter Oaks Village acquired the land on the 40 unit Arundel manufactured housing park on June 11, 2019 for \$1,170,000, helping to preserve the affordable housing community within it.

Charter Oaks Village joins nine other Maine manufactured housing communities supported by CDI and financed by Genesis Community Loan Fund, representing 440 homes now under resident control. The newly formed housing cooperative was a recipient of a GrowSmart Maine's honorary 2019 Smart Growth Award.

Mountainside Community Cooperative



CDI's newest Maine Cooperative is the 52-unit Mountainside Community Cooperative in Camden, Maine. Securing affordable housing in a community like Camden is increasingly challenging as housing costs escalate and its population ages. The residents of Mountainside Community purchased the community on December 11, 2019 for \$1,900,000 with financing provided by Camden National Bank, Genesis Community Loan Fund and the Local Enterprise

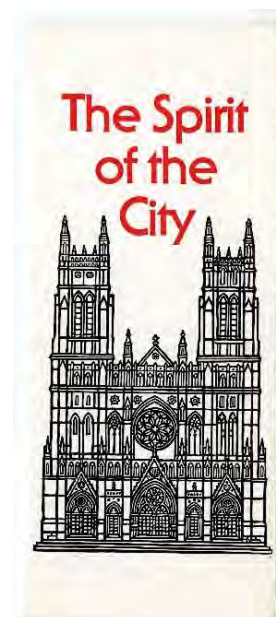
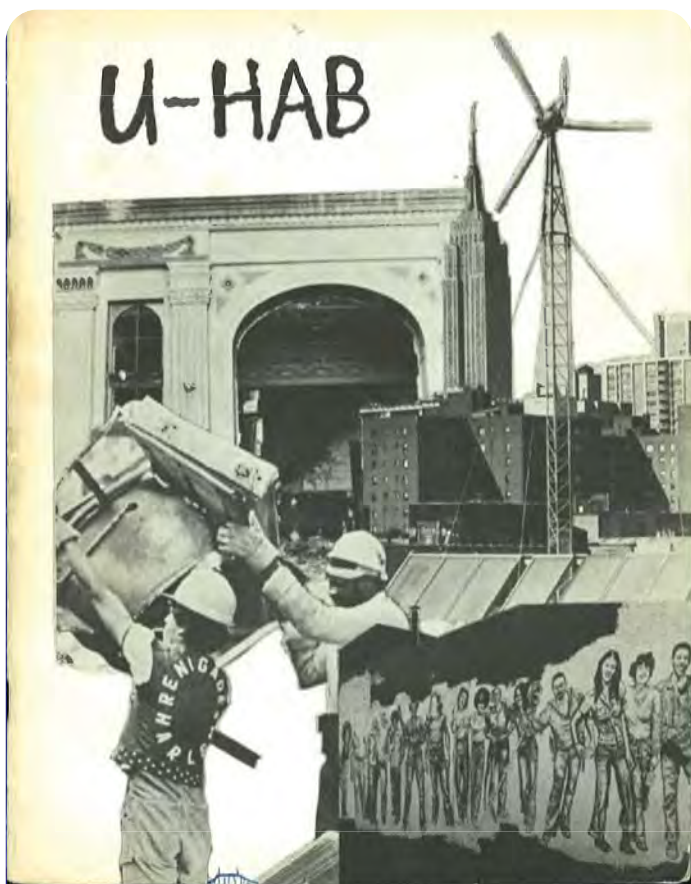
Assistance Fund. "We are so pleased to be able to help the residents of the Mountainside Community Cooperative become property owners today," said Bill Floyd, Executive Director of the Genesis Fund.

Wardtown Mobile Home Cooperative



The residents of the 60-unit Wardtown Mobile Home Cooperative voted to form the cooperative and purchase the community in May 2015, with assistance from CDI, and combined financing from Maine State Housing and The Genesis Community Loan Fund. As with all of the CDI's Resident Owned Communities (ROCs), Wardtown members continue to engage in extensive training and organizational development. As Bill Hodgkins, Cooperative Treasurer explains, "We all gained valuable new skill sets as we went through the process of establishing and financing our

cooperative...Now we have a very strong board of directors and feel very organized, to the point we are able to assist other ROC mobile home parks with advice about the process."



2019 UHAB ANNUAL REPORT

Building for Us

This year, UHAB made a considerable effort to build an archive. In doing so, the lesson we learned from decades of growth is very simple: what has always mattered most for affordable housing is community. It is the strength and support that comes from the community inside a co-op that is just as essential as the affordable housing itself.

With this in mind, UHAB is proud to offer new and expanded programs to low-income homeowners with a refined lens on our work. We have more data and research than ever on the long-term impacts of redlining policies and how communities of color have been resilient in their efforts to remain in their homes, whether in the 1970s or today. By building new affordable co-ops, strengthening tenants' rights statewide, making share loans through our HomeOwnership Lending program, and working in cooperation with our Interboro Community Land Trust partners to create the first Citywide CLT in New York City, we are actively working to dismantle the detrimental legacies of redlining and community disinvestment.

As we look toward the future, our work is expanding in several ways. We are offering more services like Co-ops Go Solar and our energy programs that are tackling the most pressing issue of our lifetime: the climate crisis. Without renewable energy and carbon reduction, low-income residents more than anyone will be affected. Most importantly, we need to recognize that it is not just low-income communities, but people of color in particular who are disproportionately affected by this crisis, just as they have been marginalized from fair and stable housing. UHAB's CDFI, HomeOwnership Lending, helps ensure that a family is not denied the opportunity to purchase because they don't have the money to be an all cash buyer. This program makes small loans where other lenders are reluctant and in this way supporting our HDFC and Mitchell Lama co-op communities in continuing to provide affordable housing.

The interest in co-ops and our work is expanding not just in New York City, but in upstate New York where residents can securely remain in their mobile homes; to New Haven, CT where the nearly 50-year old Seabury Co-op struggles to keep up with its aging infrastructure; and to Seattle, WA where a new permanently affordable co-op is being created. UHAB is excited to be assisting a new City financed co-op development program in Oakland, CA and we continue to meet with organizations and officials in other cities who are seriously considering the limited-equity model.

We have come a long way and welcome our next chapter of growth.

Sincerely,

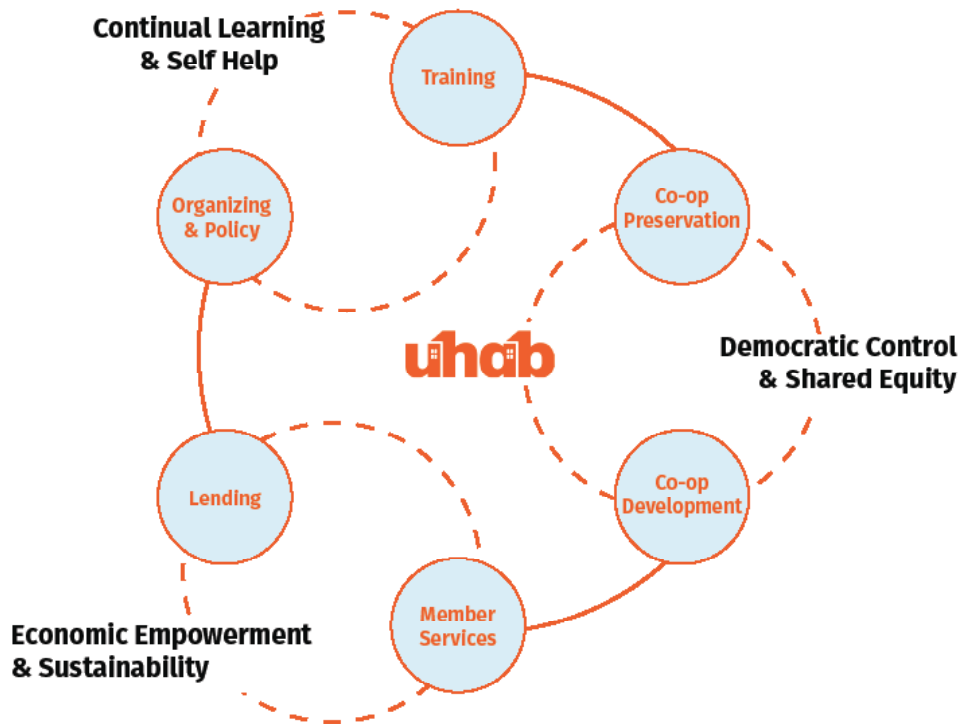
A handwritten signature in blue ink, appearing to read 'A. Reicher', with a stylized flourish at the end.

Andrew Reicher, Executive Director

Community through Cooperation

UHAB empowers low- to moderate-income residents to take control of their housing and enhance communities by creating strong tenant associations and lasting affordable co-ops.

Our Principles



I. Continual Learning & Self Help

When residents take the lead on everything from creating, managing, and preserving their own co-ops to advocating for affordable housing policy reform, this not only improves buildings and neighborhoods, but it transforms lives as well. Ongoing education and training is the key to preserving affordable housing cooperatives and strong tenant associations.

II. Democratic Residential Control & Shared Equity

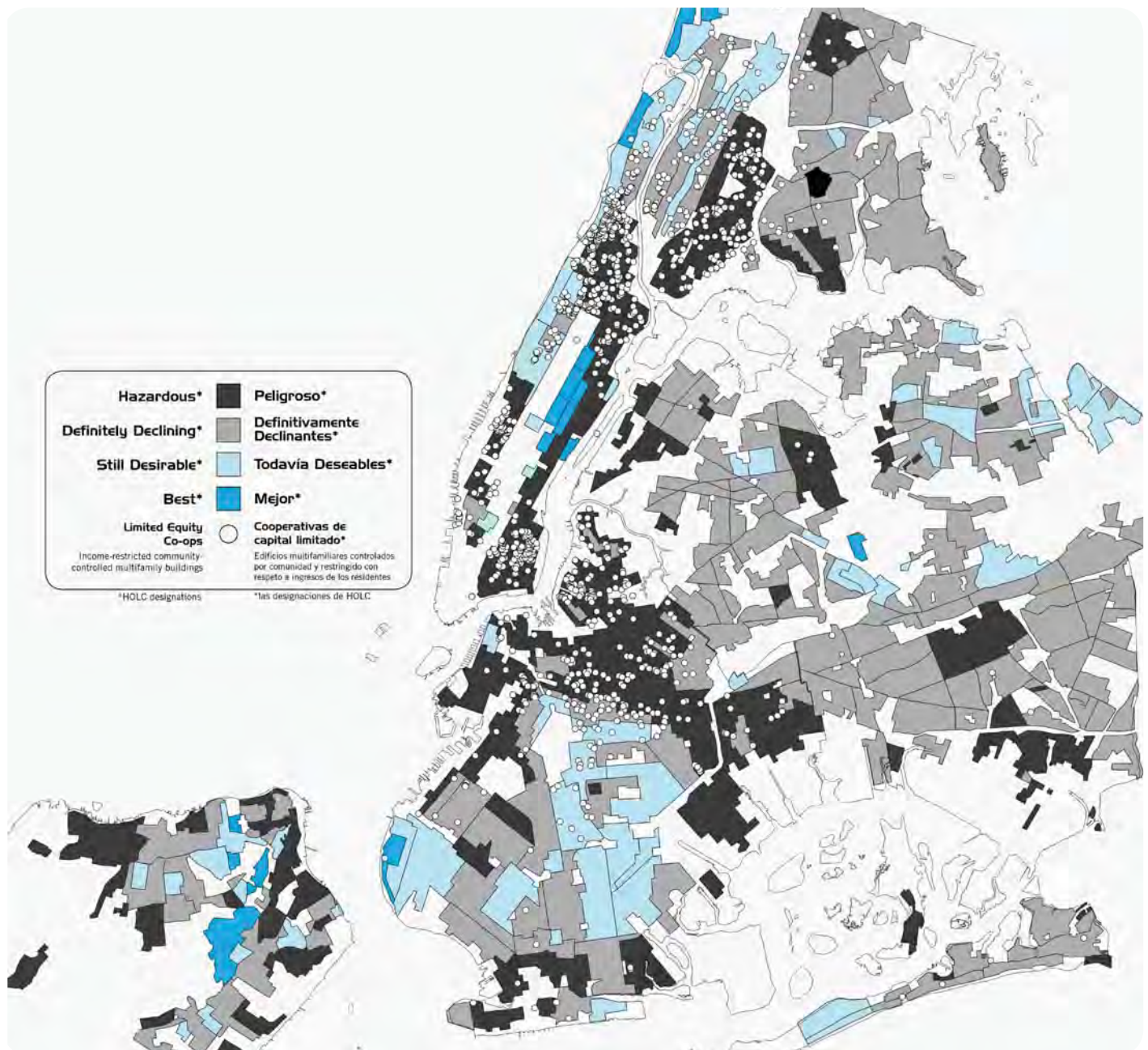
Transparent leadership and the participation of a majority of residents—each contributing unique skills and perspectives—make democratic governing and organizing possible. This collective control of housing helps prioritize a shared equity that keeps affordability manageable for future incoming residents.

III. Economic Empowerment & Sustainability

UHAB provides access to affordable, high-quality resources covering areas of energy, finance, democratic participation and education. These tools help residents maintain lower costs of living while helping to demystify financial technicalities. With support and guidance, all residents should be able to read and manage their finances, in order to make informed decisions about their operating costs.

Housing Justice is Racial Justice

This map overlays the location of modern-day HDFC co-ops with redlined neighborhoods from the 1930s. Redlining was a discriminatory housing practice that devalued neighborhoods where people of color lived and made it difficult for people of color to secure safe, affordable housing. In this map, the deepest shade of grey represents the least economically desirable neighborhoods. In the 1970s and 1980s, landlord abandonment and arson led to City foreclosure on thousands of occupied buildings in these same neighborhoods, creating the conditions for the self-help housing movement and the creation of thousands of HDFCs.



Through organizing and self-help initiatives, community-controlled housing arose as a way for low-income people and people of color to take control of their housing solutions when the government and private sector would not. Today, neighborhoods like Harlem, the South Bronx, and Central Brooklyn still struggle with the legacy of redlining; high air pollution, increased heat waves, higher poverty rates, and gentrification all threaten to displace longtime residents from neighborhoods that were once widely abandoned.

Through it all, community control remains a tool to provide New Yorkers with decent, affordable housing. HDFC co-ops are anchors in their neighborhoods, providing a safe haven to raise families and age in place. Tenant unions build power among renters and win victories like stronger rent laws.



Through our work, UHAB helps people of color control, manage, and improve their homes. We know from experience that most of the low- to moderate- income residents in the buildings we serve are Black or Latinx. Our goal is to have as many people from the communities we serve reflected in our organization's leadership and programs.

Currently, around 60% of our Board and program staff are people of color, and more than half of our organization is bilingual in English and Spanish, fulfilling an essential need for our Spanish-speaking HDFC board members and residents. We provide our technical assistance, homeownership advisement, energy advisement, bookkeeping services, quarterly newsletter, and entire training curriculum in both English and Spanish.

UHAB BY THE NUMBERS: 2019

125 fair elections monitored
in practice of democratic
community control



9 HDFCs
adopted solar,
bringing the total
number to
28

3,500,000 tenants protected
under stronger rent laws



115 budgets planned to
preserve HDFCs' financial
stability & affordability



5
affordable
homeowner-
ship loans
totaling
\$242,011

203
trainings for
affordable
co-op
residents



\$9,197,000
secured in loans to
help HDFCs make
capital
improvements



Our Co-op
Preservation
team helped

15 co-ops

secure necessary
loans to avoid City
foreclosure last year.

This represents over

350 families

that were able to
retain their equity
and control of their
homes through
technical assistance
and guidance
from
UHAB staff.



To date, UHAB is the
foremost developer of
limited-equity housing
co-ops in NYC. we have

developed **over**

1,300 units of

affordable housing
with the support of a
variety of City and State
programs.





ISLAND CARPENTRY
ENERGY EFFICIENT and ZERO ENERGY HOMES

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Home

Island Carpentry's 1st Bright Built Home

Energy Independent Cape Cod Style Home

Another Net Zero Cape Design

What Is A Zero Energy Home

Eco Cape

Energy Efficient Home in the Forest

Net Zero Energy on Cumberland Ave. Portland

**Kelsey Brook Green
Subdivision**

Weatherization & Deep Energy Retrofit Projects

Older Projects

Blog

Contact

Eco-Village One: Maine's First Affordable Zero-Energy Housing Development

We propose to build Maine's first zero-energy affordable housing subdivision. Homes are designed with energy saving systems and priced to sell within the guidelines of Maine State Housing.

Department of Energy defines a zero energy house as being 70% more efficient than a conventionally built home. We know that we can do better. Our proposed homes will feature:

- Super insulation
- Air exchange system
- Passive solar
- Energy star rated appliances
- Compact fluorescent lights

The above list will achieve more than 70% energy savings.

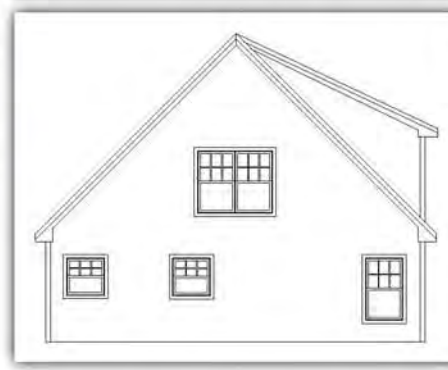
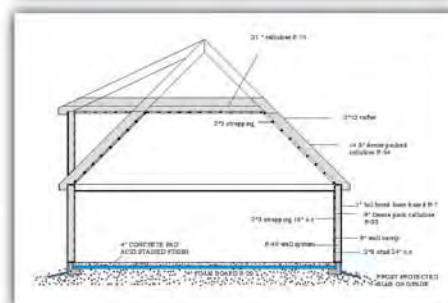
We will also offer options:

- Photovoltaic solar array for clean green electricity
- Solar thermal for domestic hot water
- Solar thermal for hot air heating

Our demonstration project will show that it is possible to achieve near zero energy in an affordable home. Investors will share the credit for helping to achieve this in the State of Maine. With a bottom-up impact on the housing industry, our project will serve as a model for all houses, proving we can have an impact on creating energy independence at any price level.

Eco-Village One: Bath, Maine

Island Carpentry proposes to develop an innovative four-lot subdivision near downtown Bath. Eco-Village One will be developed as a first-time home buyer's subdivision, located within walking distance of schools and City amenities. The homes will be built to zero-energy standards and will be priced within Maine State Housing guidelines for first time home buyers. The homes will be superinsulated, passive solar, and will have renewable energy systems.



This innovative project, the first affordable zero energy development in Maine, will be a credit to the City of Bath. Our demonstration project will show that it is possible to achieve near zero-energy in an affordable home. With a bottom-up impact on the housing industry, this development will serve as a state-wide model, demonstrating the practicality of zero-energy homes.

The owners of these homes will enjoy the benefits of high performance building techniques. The homes will be very energy efficient, reducing heating costs by about 70%, compared to conventionally built homes. The homes will be very air tight and ventilated with heat recovery ventilation systems to insure a healthy interior environment. A thermal solar collector to produce domestic hot water is an option we will offer. These will be healthy green homes that provide energy independence to the owners.

The homes will be ready for photovoltaic solar arrays that produce electricity. Electricity produced from renewable sources can make a home one hundred percent self-sufficient, achieving total energy independence for the home owner.

We feel that this is a win-win situation for all involved. For Island Carpentry it will create a model that we can duplicate in other towns. For the buyers these homes will provide long-term energy security; the homes will always remain affordable. For the City of Bath the project demonstrates a commitment to progress and sustainability, and a commitment to residential development within the City.

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FIRM BIO



ACETO LANDSCAPE ARCHITECTS

ALA is a process-driven, landscape architecture and urban design firm committed to thoughtful, creative intervention at the intersection of environment, economics, art, and culture. ALA was founded on the notion that great design is a product of careful listening, inclusive decision-making, and unrelenting passion for enduring built spaces. We believe landscape architecture lies at the nexus of the built form and the ephemeral qualities of an ever-changing environment. ALA's team offers a unique set of skills and perspective, well-equipped to harmonize and reconcile the roles and value systems of varied design disciplines. We integrate expertise and intuition to craft powerful places, built upon a commitment to resiliency and sustainability. Our studio's passion for craft and technical savvy affords us the opportunity to collaborate across a broad geographic range and myriad project scales from intimate private spaces to large-tract master plans.

ALA was founded in 2014 by Principal, Nick Aceto. ALA has 5 employees, all of which are landscape architects, licensed in the states of Maine, Massachusetts, New York and Colorado.



PROJECT TEAM KEY PERSONNEL



NICK ACETO, PLA, ASLA

ACETO LANDSCAPE ARCHITECTS

FOUNDING PARTNER, LANDSCAPE ARCHITECT | NA@ACETOLA.COM

Nick is a licensed landscape architect and urban designer with a deep passion for the creative process. Nick believes in landscape as a framework for organizing the patterns and behaviors through which we live. From the private garden to the region, Nick has the ability to recognize and translate patterns into visual narratives which tell the unique story of a place through built form. Nick grew up in Portland, Maine where he developed an deep appreciation for the rich and varied New England landscape, from rocky shorelines of the Atlantic to the forested peaks of the Appalachians. As both a consummate urbanist and adventure-seeking outdoorsman, Nick is intrigued by the interplay between urban form, economics, wild nature, and ecology.



CAITLIN ACETO, PLA, ASLA

ACETO LANDSCAPE ARCHITECTS

FOUNDING PARTNER, LANDSCAPE ARCHITECT | CA@ACETOLA.COM

Caitlin is a licensed landscape architect in the states of Maine, New Hampshire, and Colorado, who's passion for art and design began in the Chicagoland area where she was exposed to the architectural works of Frank Lloyd Wright and Olmsted's historic planned community of Riverside. Caitlin's project experience ranges in scale from circulation and wayfinding design at Grand Canyon National Park, to security barrier conceptualization for the Thomas Jefferson Memorial, to signage programming and design. Caitlin brings a distilled clarity to design that strives to embody the contextual heritage, textural richness and cultural integrity of place.



SETH KIMBALL, PLA, ASLA

ACETO LANDSCAPE ARCHITECTS

PRINCIPAL, LANDSCAPE ARCHITECT | SK@ACETOLA.COM

Seth has been practicing Landscape Architecture for over 15 years. He has a Bachelor's degree in Landscape Architecture from the University of Massachusetts Amherst. Seth's project experience includes serving as project manager/lead designer for a master plan for the new Al Guhair University in Dubai, the Al Ain Oasis Cultural Quarter Master Plan in Abu Dhabi, institutional experience including Phillips Andover Academy, Bates College, George Stevens Academy, and Southern New Hampshire University, and a range of residential project including homes in Texas, Idaho, Montana, New York, Arizona, and several throughout the northeast. Seth joined ALA in 2018, bringing to the practice his experience in civic, institutional, and residential projects. further ALA's commitment to achieve sustainable and resilient project outcomes.



LIST OF SELECT CURRENT & ONGOING OR COMPLETED ALA PROJECTS

ALA has been fortunate to have made meaningful contributions to a vast array of projects across a wide gamut of scales over the last 5-6 years. Below is an abbreviated list of select project examples intended to provide a sense of our professional skill set, experience, and range as a design studio. We would be happy to provide more information about any of the below projects upon request.

RESIDENTIAL

DBX 11 RESIDENCE	ASPEN, CO
WHITE HORSE SPRINGS RESIDENCE	ASPEN, CO
TELLURIDE AGUIRRE ROAD RESIDENCE	TELLURIDE, CO
PRIVATE RESIDENCE	SOUTH FREEPORT, ME
SHADOW MOUNTAIN CONDOMINIUMS	ASPEN, CO
SMYTH RESIDENCE	SNOWMASS, CO

COMMERCIAL/CAMPUS

100 FORE STREET OFFICE BUILDING	PORTLAND, ME
66 STATE STREET	PORTLAND, ME
LAAM 525 LIVE-WORK	BASALT, CO
HOTEL ASPEN	ASPEN, CO
MEMORIAL PLAZA	QUANTICO, VA
CUMBERLAND CLUB SITE PLAN	PORTLAND, ME
RIVERSIDE LIVE-WORK	PORTLAND, ME
WILLITS BEND LIVE-WORK	BASALT, CO
RED HAWK ELEMENTARY SCHOOL	ERIE, CO
CSU UNDERPASS STUDY	FORT COLLINS, CO
ANDERSON RANCH ARTS CAMPUS	SNOWMASS VILLAGE, CO

HOUSING & DEVELOPMENT

SCARBOROUGH DOWNS MASTER PLAN	SCARBOROUGH, ME
THE TREE FARM	BASALT CO
66 STATE STREET	PORTLAND, ME
BLOCK 11 MASTER PLAN	BRECKENRIDGE, CO
BROKEN COMPASS BREWERY	BRECKENRIDGE, CO
RIVERBEND COMMERCIAL CENTER	TIMNATH, CO
CUMBERLAND MULTI-GEN	CUMBERLAND, ME

PUBLIC

COMMERCIAL STREET TRANS. STUDY	PORTLAND, ME
LIBBYTOWN PLAYSCAPE	PORTLAND, ME
PORTLAND DOWNTOWN SQUARE	PORTLAND, ME
BASALT POST SIGNAGE	BASALT, CO
TOWN WAYFINDING SIGNAGE	BASALT, CO
BAYSIDE ADAPTS MASTER PLAN	PORTLAND, ME
ARBANEY PARK MASTER PLAN	BASALT, CO
BASALT OUR TOWN	BASALT, CO
TIMNATH COMMUNITY PARK	TIMNATH, CO
PACTS SMART CORRIDOR STUDY	PORTLAND, ME
LIBBYTOWN VISIONING	PORTLAND, ME
BERTHOUD PARKS & OPEN SPACE PLAN	BERTHOUD, CO

REFERENCES

CAITLIN CAMERON

CITY OF PORTLAND, URBAN DESIGNER
207-874-8901
CCAMERON@PORTLANDMAINE.GOV

"In my capacity as Urban Designer for the City of Portland, I interacted with Aceto Landscape Architects (ALA) on the 100 Fore Street project where they demonstrated thoughtful and creative design strategies for a challenging urban site. Speaking from my experience working with a diversity of landscape and urban design professionals in Southern Maine, I found ALA to have an innovative approach that demonstrates a value for and understanding of the role of public space and urban landscape for the livability and resiliency of cities and towns." - Caitlin Cameron

BRUCE HYMAN

CITY OF PORTLAND, TRANSPORTATION PROGRAM MANAGER
207-874-8717
BHYMAN@PORTLANDMAINE.GOV

"Aceto Landscape Architecture's compelling graphics as part of the Portland-South Portland Smart Corridor Plan effort in 2017 enabled the public to readily visualize the benefits and trade-offs of various transportation alternatives being considered and highlighted the opportunities those alternatives could also have for placemaking, a key goal of the Plan." - Bruce Hyman

RICH CIECIUCH

PROJECT WORKSHOP
970-729-0126
RICH@PROJECT-WORKSHOP.COM

"ALA is a key design collaborator in our design build approach, helping to navigate complex approval issues, participating seamlessly in the iterative design process that succeeds best when site attribute identification and organization melds with building design concepts. They are excellent listeners and always come back with creative and unexpected solutions. Community and Neighbor impacts of any development must be carefully contemplated and negotiated to a successful outcome, and ALA has all the skills and experience to shape and illustrate how new projects relate to the existing fabric of community and neighborhoods." - Rich Ciecuch

DAN BACON

DEVELOPMENT DIRECTOR MR.HOLDINGS
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MARK RUDOLF

PRINCIPAL / OWNER VELLUM ARCHITECTS
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JAY CHACE

PLANNING DIRECTOR, TOWN OF SCARBOROUGH
207-730-4042
JCHACE@SCARBOROUGHMAINE.ORG

TROY MOON

CITY OF PORTLAND SUSTAINABILITY COORDINATOR
THM@PORTLANDMAINE.GOV
207.756.8362



THE DOWNS | 510-ACRE MASTER PLAN & TOWN CENTER SCARBOROUGH ME

ALA has worked collaboratively with Gorrell Palmer Consulting Engineers along with a large team of consultants and stakeholders in developing a master plan for this 500+ acre former harness racing facility. The project was recently granted a TIF agreement based in large part on the attributes ALA visualized in their plans for the proposed Town Center which included a 4 acre community park with music venue, playground, and sport courts.

KEY STAFF SERVICES STATUS REFERENCE

Nick Aceto, Seth Kimball
Master Planning, Urban Design, Landscape Architecture, Visualization
Planned
Jay Chace, Planning Director, Town of Scarborough | Jchace@Scarboroughmaine.org



GRIST MILL NEIGHBORHOOD SCARBOROUGH ME

ALA worked closely with an experienced Southern Maine builder to develop a neighborhood plan which begins to challenge conventional subdivision development rules with a compact pattern and highly walkable streetscape organized around a central woodland preserve which serves as a neighborhood playscape.

KEY STAFF SERVICES STATUS REFERENCE

Nick Aceto, Seth Kimball
Master Planning, Urban Design, Landscape Architecture, Visualization
Completed Fall 2019
Jay Chace, Planning Director, Town of Scarborough | Jchace@Scarboroughmaine.org



FRONTRUNNER PARK SCARBOROUGH ME

This third phase of The Downs master plan includes over 200 homes across a broad range of affordability including compact, lane-loaded single family and pocket homes as well as more than 75 apartment units and ground floor office space. The plan is organized around a series of small parks and a highly-walkable street grid.

KEY STAFF

Nick Aceto, Seth Kimball

SERVICES

Master Planning, Urban Design, Landscape Architecture, Visualization

STATUS

Permitted, Expected Construction Fall 2020

REFERENCE

Jay Chace, Planning Director, Town of Scarborough | Jchace@Scarboroughmaine.org



LAAM 525

BASALT CO

Aceto Landscape Architects worked closely with architect, owner and contractor on this urban infill development, providing creative streetscape and urban plaza design interventions. The project included 8 affordable residential units, 5,000 SF of commercial / light industrial space, parking, and integration with the towns transit system.

KEY STAFF

Caitlin Aceto, Nick Aceto

SERVICES

Landscape Architecture, Urban Design

STATUS

Under Way Summer 2020

REFERENCE

Glenn Rappaport | grappa@blackshack.net



FREEPORT LIVE-WORK

FREEPORT ME

Freeport Live-Work is a community master plan envisioned as a series of mixed-density neighborhoods including more compact, single-family pocket homes as well as mixed-use townhomes and commercial-office buildings.

KEY STAFF	Nick Aceto, Caitlin Aceto
SERVICES	Landscape Architecture, Urban Design, Planning
STATUS	Planned
REFERENCE	Undisclosed



BASALT ON-CALL PLANNING

BASALT CO

ALA was tasked with the study of two parcels within the Town of Basalt Growth Management Area for feasibility of alternative 'attainable' housing development options. ALA explored options for pocket neighborhoods, compact lot scenarios, and consolidation of infrastructure as a means to offset development cost and in turn reduce home pricing.

KEY STAFF

Lisa Cowan, Caitlin Aceto

SERVICES

Landscape Architecture, Visualization

STATUS

Planning Document Complete 2016

REFERENCE

Undisclosed | Undisclosed



BRECKENRIDGE SUSTAINABLE COMMUNITY

BRECKENRIDGE CO

ALA provided master planning, urban design and landscape architecture services for the larger mixed-use community surrounding the Broken Compass Brewery site in Breckenridge, Colorado.

KEY STAFF	Nick Aceto, Caitlin Aceto
SERVICES	Landscape Architecture, Visualization
STATUS	On-Hold
REFERENCE	Rich Ciueciuch, Project Workshop



RAISE-OP | BLAKE STREET CHARETTE LEWISTON ME

ALA worked collaboratively with this Lewiston CO-OP via a series of charrettes and workshops to help develop a plan for a new CO-OP building which could be replicated across a number of typical infill sites across Lewiston. Working with residents, ALA and BILD Architecture built consensus around parking, site utilization, program, and amenities.

KEY STAFF	Nick Aceto, Caitlin Aceto
SERVICES	Site Planning, Urban Design, Public Engagement
STATUS	Planned, On-Hold
REFERENCE	Craig Saddlemire, Evan Carroll



RAILROAD SQUARE LIVE-WORK YARMOUTH ME

Situated on a former commercial shipping yard between an existing railroad corridor and historic Main Street, Railroad Square is conceived as a compact, walkable, mixed-use residential community which celebrates the sites historic commercial character while testing new models for living and working.

KEY STAFF	Nick Aceto, Caitlin Aceto
SERVICES	Landscape Architecture, Site Planning
STATUS	Planned
REFERENCE	Kevin Bunker, Alex Jaegerman



JAX SCHOONER HEAD EAST CO-HOUSING BAR HARBOR, ME

The Jackson Laboratories is an institution with a long history in Bar Harbor and one of the State of Maine's largest employers. ALA was tasked with developing a site inventory and analysis and conceptual master and site plans for employee and guest housing on a 36.5 acre parcel directly adjacent to the main campus.

KEY STAFF	Nick Aceto
SERVICES	Site Planning, Urban Design
STATUS	Planned, Under Way
REFERENCE	John Fitzpatrick



WILLITS BEND | LIVE-WORK COMMUNITY

BASALT CO

ALA has worked closely with Black Shack Office to develop plans and visualization for expansion of this live-work community in Basalt, CO. The community is comprised of 6 buildings with commercial, light-industrial space on the ground floor with tenant-finish residences above.

KEY STAFF	Nick Aceto
SERVICES	Master Planning, Urban Design, Landscape Architecture, Visualization
STATUS	Completed 2019
REFERENCE	Glenn Rappaport



LIBBYTOWN PLAYScape

PORTLAND ME

ALA worked closely with the Libbytown Neighborhood Association to provide conceptual design and visuals for a new playground planned in Dougherty Field Park in Portland. Due in large part to ALA's imaginative design in conjunction with the neighborhood association's proposal, the project was awarded more than \$130,000 in CDBG funding in 2018 through the competitive selection process with the City of Portland.

KEY STAFF	Nick Aceto, Caitlin Aceto
SERVICES	Landscape Architecture, Visualization
STATUS	Under Way Summer 2020
REFERENCE	Ethan Hipple, Zack Barowitz

ACORN ENGINEERING, INC.

COMPANY PROFILE



Acorn Engineering, Inc. is a Portland-based civil and environmental engineering firm of nine full-time employees and four construction inspectors. Acorn's team has a diverse portfolio providing Maine with quality engineering and environmental services as well as state-wide construction administration on behalf of the Maine Department of Transportation.

A cornerstone of Acorn Engineering is the attention to quality and exceptional level of service on every project, regardless of size. Our engineers and scientists pride themselves on their extensive experience, which is backed by a broad knowledge of civil and environmental engineering practices from smaller residential projects to larger commercial projects that integrate environmental assessment and site redevelopment.

Acorn Engineering has demonstrated the ability to breakdown and synthesize widely disseminated regulations into accepted engineering practices and practical site assessment and development. As a result of Acorn's efforts, the Cumberland County Soil & Water Conservation District recently recognized Acorn as the Contractor of the Year. This was the first award associated with the nationally recognized Long Creek Restoration Project and the first time the Cumberland County Soil & Water Conservation District ever recognized an engineering firm as their Contractor of the Year.

Acorn's expertise covers the areas of: civil/site design, evaluation, development, and permitting; and construction phase services such as construction administration, construction documents, project bidding, and site inspection including erosion and sedimentation control. Acorn's experience also includes the field of environmental engineering and compliance such as: Phase I and Phase II environmental site assessments, soil and groundwater remediation planning and design; Maine's Voluntary Response Action Program (VRAP); and stormwater treatment system design and permitting.

Acorn's engineers have designed, permitted, and overseen construction on numerous single-family and multifamily residential projects including traditional subdivision designs featuring on-site sewage/septic disposal and drilled wells. Furthermore, Acorn has demonstrated extensive experience and capabilities with municipalities, the Maine Department of Transportation (MDOT), Maine Department of Environmental Protection (MDEP), soil & water conservation districts, conservation commissions, municipalities, and the private sector on environmental and site development projects as demonstrated by the following:

- Listed on Maine DEP's Pre-Qualified Vendor List for Environmental Consulting Services
- Listed on Maine DOT's Pre-Qualified Consultants for eight service areas (listed under Section I.D)
- Cumberland County Soil & Water Conservation District Contractor of the Year for work on the Long Creek Restoration Project

ACORN ENGINEERING, INC.

REPRESENTATIVE PROJECTS



- **Public Works Redevelopment – Meeting House Hill**

Over the past two years, Acorn Engineering has worked in close association with the City of South Portland, neighbors, and private clients on the redevelopment of the former Public Works facility. The 6-acre site is nestled in the middle of the Meeting House Hill residential neighborhood and is currently



a mix of storage buildings, fuel fill stations, miscellaneous stockpiles, and pavement. The site will be redeveloped into a mix of multifamily townhomes and single-family dwellings comprising 38 units along with a public park and community gardens.

In addition to the environmental remediation, Voluntary Response Action Program (VRAP), and other environmental considerations given the previous land use, the project is subject to a Maine DEP stormwater management law. The redevelopment design results in a reduction in impervious area of over 50% and reduces land use intensity across the site. Though not required, several stormwater BMP's have been implemented into the site as a best practice, further attenuating and treating stormwater runoff. In addition to the significant redevelopment plan, Acorn has designed an infrastructure plan to separate the storm and sewer mains. This will include installing 400 feet of new storm drain along the existing O'Neil Street right-of-way and 700 feet of new storm drain along the proposed O'Neil Street right-of-way extension. Overall, this effort will reduce the effects of combined sewer overflows (CSO) into Casco Bay which occur due to wet-weather events and the wastewater treatment plant's inability to provide capacity for both storm and sanitary sewer flows.

As part of this project, Acorn held a multitude of meetings with the City including the assistant City manager, the former Mayor, the entire planning division, and the chief engineer of Public Works. Furthermore, Acorn has collaborated with department heads of the Fire, Parks, Public Works, and Water Resource departments to ensure a feasible and ideal project for all parties. As a result, the process was truly a collaborative effort with a number of stakeholders weighing in on the design.

ACORN ENGINEERING, INC.

REPRESENTATIVE PROJECTS



- **Munjoy Heights**

Acorn provided civil/site engineering and permitting for the design of Munjoy Heights – a six townhome, 29-unit development on the steep slopes of Munjoy Hill in the City of Portland. Acorn designed and developed construction drawings for the sanitary sewers, storm drains, water mains, driveways and pedestrian circulation, retaining wall locations, building locations, and drainage infrastructure to be built in compliance with City standards.



A key component to the project was coordinating with the City on the future combined sewer separation project and the site's overall stormwater management. Additionally, discussions with neighbors and stakeholders were paramount in the project's success.

The innovative urban infill project compliments the Munjoy Hill neighborhood with a communal design and plentiful native landscaping that replaced invasive species which previously dominated the eroding banks prior to the development. The \$22 million project features a courtyard, terraced landscaping, a Portland Trails-maintained path that connects the redevelopment to the existing trail system, and low impact development (LID) techniques that meet MDEP Chapter 500 regulations. The stormwater management includes an underdrained sand filter and chambers that detain and treat stormwater on site in tandem with strategically placed rain gardens.

The project required extensive coordination and collaboration between the client, City of Portland, Portland Trails, the structural engineer, the architect, and the contractor to successfully complete the project with the first "woonerf" in the state and maintaining the existing public walking path through the property.

ACORN ENGINEERING, INC.

REPRESENTATIVE PROJECTS



- **200 Valley St**

Working with Avesta Housing, Acorn Engineering provided civil engineering and permitting for Avesta's 60-unit project in the St. John Valley neighborhood. This urban infill project replaces the existing single-family house and abutting vacant lots into new affordable housing opportunities with two levels of covered parking, amenities, and a rebuilt project frontage with new sidewalks, street trees, and bicycle hitches.



As part of the project, Acorn developed a transportation and parking analysis to ensure that the provided parking will adequately serve the redevelopment. Furthermore, the design team identified and implemented multiple strategies to encourage residents to efficiently utilize the many modes of transportation available on the Portland peninsula.

- **Little Dolphin Drive & Jocelyn Place**

In collaboration with the South Portland Housing Authority and Risbara Holdings, Acorn provided civil engineering design and permitting of a multi-use subdivision at the end of Little Dolphin Drive in Scarborough. Proposed uses include a two-story office building and a three-story 60-unit senior housing facility with associated parking and landscaped areas.



In addition to a voluntary neighborhood meeting, the project went through a 3-step master plan phase with the Town of Scarborough in which the project was collaborated on with Planning Staff, the Planning Board, and neighbors.

The project is subject to Maine DEP and US Army Corps permits. To adequately treat stormwater on the site, Acorn has designed multiple stormwater BMPs meeting Maine DEP Chapter 500 regulations resulting in a low impact design.

ACORN ENGINEERING, INC.

REPRESENTATIVE PROJECTS



- **89 Anderson Street**

In collaboration with Redfern properties and the East Bayside neighborhood, Acorn developed the civil/site engineering design of a mixed use 53-unit redevelopment of an existing under-utilized, urban infill lot in the East Bayside neighborhood. Acorn's scope of services included in the initial phase applying for and obtaining a zone change and



conducting Phase I and Phase II Environmental Site Assessments to evaluate potential environmental contamination at the site.

After conducting the environmental remediation efforts, Acorn developed the site layout and design of sanitary sewers, storm drains, water mains, site driveway, retaining wall locations, building locations, parking lot design, building drainage structures, utility connections and landscaping plan (with a landscape architecture subconsultant) to meet the City of Portland Technical Standards. Acorn also integrated sidewalk and improvements associated with the project into the City's Anderson Street ByWay project. Furthermore, the project team worked with a non-profit organization, the Telling Room, to provide public art along the Fox Street streetscape in lieu of traditional fencing.

Overall, the project established an important mixed use building on a prominent corner lot adjacent to Kennedy Park which contains popular recreation space. The building houses a restaurant and the Gear Hub bicycle school on the first floor with residential apartments above which encourages an active street presence with housing, goods, and services that help tie the neighborhood together and keep eyes on the street.

ACORN ENGINEERING, INC.

REPRESENTATIVE PROJECTS



- **667 Congress Street – The Hiawatha**

The \$28 million project included the civil/site engineering design for the 8-story, first floor retail and 139-unit apartment building on Congress Street in Portland. Vehicle parking is served by two levels with separate access from Vernon and Avon St. The project featured building and site design in an historic district adjacent to Longfellow Square.

Services included, but is not limited to, permitting with the City of Portland, layout and design of sanitary sewers, storm drains, water mains, pedestrian and vehicle entrances, building locations, parking lot design, and parking garage grading and drainage. Acorn provided significant coordination between the Architect, Structural Engineer, Geotechnical Engineer, Construction Management Company, Owner, and the City.



Attachment A

PROPOSAL

NOTE: THIS PAGE IS TO BE COMPLETED AND RETURNED

The UNDERSIGNED hereby declares that he/she or they are the only person(s), firm or corporation interested in this proposal as principal, which it is made without any connection with any other person(s), firm or corporation submitting a proposal for the same.

The UNDERSIGNED hereby declares that they have read and understand all conditions as outlined in the Request for Proposals, and that the proposal is made in accordance with same.

The UNDERSIGNED hereby declares that any person(s) employed by the City of Portland, Maine, who has direct or indirect personal or financial interest in this proposal or in any portion of the profits which may be derived therefrom has been identified and the interest disclosed by separate attachment. (Please include in your disclosure any interest which you know of. An example of a direct interest would be a City employee who would be paid to perform services under this proposal. An example of an indirect interest would be a City employee who is related to any officers, employees, principal or shareholders of your firm or to you. If in doubt as to status or interest, please disclose to the extent known).

The proposer acknowledges the receipt of Addenda numbered 1 and 2

COMPANY NAME: Maine Cooperative Development Partners
(Individual, Partnership, Corporation, Joint Venture)

AUTHORIZED SIGNATURE: [Signature] DATE: 6/16/2020
(Officer, Authorized Individual or Owner)

PRINT NAME & TITLE: Brian Eng, Principal

ADDRESS: 6 City Ctr, Fl 3, Portland, ME 04101

TELEPHONE: 413-262-2610 E-MAIL: brian.d.eng@gmail.com

FEDERAL TAX ID #: 273467906 DUNS #: 009932723

STATE OF INCORPORATION: Maine

(If incorporated in another State, businesses must be authorized to do business in the State of Maine.)

In your organizations preceding completed fiscal year, did the organization receive:

(1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; AND

(2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

☐ Yes ☒ No

Does the public have access to information about the compensation of the executives in the organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (18 U.S.C. 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986?

☐ Yes ☒ No

NOTE: All bids must bear the handwritten signature of a duly authorized member or employee of the organization making the bid. **This sheet must be signed and returned with the application package.**

Addendum #1

CITY OF PORTLAND, MAINE

**Request for Proposals for Development of City-Owned
Property Located at 165 Lambert Street
RFP #20068**

Current Date: May 28, 2020

The attention of firms submitting proposals for the work named in the above Invitation is called to the following modifications to the documents as were issued.

The items set forth herein, whether of clarification, omission, addition and/or substitution, shall be included and form a part of the Contractor's submitted material and the corresponding Contract when executed. No claim for additional compensation, due to lack of knowledge of the contents of this Addendum will be considered.

ALL BIDDERS ARE ADVISED THAT RECEIPT OF THIS NOTICE MUST BE DULY ACKNOWLEDGED ON THE BID PROPOSAL FORM OR BY THE INSERTION OF THIS SHEET, SIGNED, AND SUBMITTED WITH YOUR PROPOSAL.

**MATTHEW F. FITZGERALD
PURCHASING MANAGER**

The City has received an Environmental Report regarding the lack of vernal pools for the property located at 165 Lambert Street.

The report from Jones Associates is attached.

Receipt of **Addendum No. 1** to the City of Portland's RFP #20068, **Request for Proposals for Development of City-Owned Property Located at 165 Lambert Street** is hereby acknowledged.

COMPANY NAME: Maine Cooperative Development Partners
SIGNED BY: Brian Eng DATE: 6/16/2020
PRINT NAME & TITLE: Brian Eng, Principal
ADDRESS: 6 City Ctr, FL3
Portland, ME 04101 ZIP CODE

Addendum #2

CITY OF PORTLAND, MAINE

**Request for Proposals for Development of City-Owned
Property Located at 165 Lambert Street
RFP #20068**

Current Date: June 9, 2020

The attention of firms submitting proposals for the work named in the above Invitation is called to the following modifications to the documents as were issued.

The items set forth herein, whether of clarification, omission, addition and/or substitution, shall be included and form a part of the Contractor's submitted material and the corresponding Contract when executed. No claim for additional compensation, due to lack of knowledge of the contents of this Addendum will be considered.

ALL BIDDERS ARE ADVISED THAT RECEIPT OF THIS NOTICE MUST BE DULY ACKNOWLEDGED ON THE BID PROPOSAL FORM OR BY THE INSERTION OF THIS SHEET, SIGNED, AND SUBMITTED WITH YOUR PROPOSAL.

**MATTHEW F. FITZGERALD
PURCHASING MANAGER**

Please see our response to questions received related to this RFP.

Receipt of **Addendum No. 2** to the City of Portland's **RFP #20068, Request for Proposals for Development of City-Owned Property Located at 165 Lambert Street** is hereby acknowledged.

COMPANY NAME: Maine Cooperative Development Partners
SIGNED BY: B. Va DATE: 6/16/2020
PRINT NAME & TITLE: Brian Eng, Principal
ADDRESS: 6 City Ctr. Fl 3
Portland, ME 04101 ZIP CODE

EXHIBIT C**Minimum Household Size and Maximum Allowable Monthly Rent Calculation**

The Minimum household size for a unit in the Coop is based on the number of bedrooms in the unit, as set forth in the table below. The maximum allowable monthly rent for a unit is 1/12 of 30% of the Area Median Income, based on the minimum household size for a unit, less the Coop member's costs for utilities. :

	Studio/One-Bedroom Unit	Two-Bedroom Unit	Three-Bedroom Unit	Four-Bedroom Unit
Minimum Household Size	1	2	3	4

For Example, utilizing 2020 AMI levels, and assuming no out of pocket utility costs for the Co-op member, the maximum allowable monthly rent would be as follows:

Studio/One Bedroom Unit: $1/12(0.30 \times \$70,630) = \$1,765.75$

Two Bedroom Unit: $1/12(0.30 \times \$80,720) = \$2,018.00$

Three Bedroom Unit: $1/12(0.30 \times \$90,810) = \$2,270.25$

In the event that the Co-op member has out of pocket utility expenses, the maximum allowable monthly rent would be decreased by the amount of those utility expenses. For example, for a two bedroom unit with \$300 in monthly utility expenses, the maximum allowable monthly rent would be $\$2,018.00 - \$300 = \$1,718.00$.

Utility allowance will be calculated in one of two ways: (1) using the utility allowance established by the Portland Housing Authority or (2) based on actual documented utility usage at the property.

**FIRST AMENDMENT
TO
PURCHASE AND SALE AGREEMENT**

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT is made as of the 10th day of May, 2022, by and between the CITY OF PORTLAND, a Maine municipal corporation with a place of business in Portland, Maine and mailing address of 389 Congress Street, Portland, Maine 04101 (“Seller” of “City”) and MAINE COOPERATIVE DEVELOPMENT PARTNERS LLC, a Maine limited liability company with a mailing address of 6 City Center, Fl. 3, Portland, Maine 04101 (“Buyer”).

WHEREAS, City and Buyer entered into a certain Purchase And Sale Agreement dated January 4, 2021 (the “Agreement”) with respect to certain real property located at or near 165 Lambert Street as more fully described in the Agreement; and

WHEREAS, Seller and Buyer wish to amend the Agreement to extend the due diligence period and describe easements to be reserved on the Premises by the City.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Buyer hereby agree as follows:

1. Unless otherwise defined in this Amendment, capitalized terms used in this Amendment have the same meaning as those terms have in the Agreement.
2. The parties acknowledge and agree that the Agreement incorrectly identified the Buyer as “Maine Cooperative Development Partners, a Maine corporation” instead of Maine Cooperative Development Partners LLC, a Maine limited liability company.” Accordingly, the parties agree that any references in the Agreement to “Maine Cooperative Development Partners, a Maine corporation” are hereby deleted and replaced with “Maine Cooperative Development Partners LLC, a Maine limited liability company,” meaning and intending to clarify that the Buyer under the Agreement is Maine Cooperative Development Partners LLC.
3. Section 3(a) of the Agreement is hereby deleted in its entirety and replaced with the following:

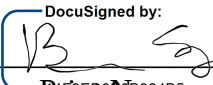
Due Diligence Period: Buyer will have from the date of this Amendment until 4:00 PM Eastern Daylight Savings Time on the day that is twenty-five (25) months after the date of this Amendment (the “Due Diligence Period”) to complete any surveys, environmental review, inspections, and title examinations, and to obtain any zone change, site plan approval, and any other permits and regulatory approvals required for the Project.

4. The following language is added to the Agreement as section 3(i):
 - i. Drainage Easements. The Buyer acknowledges and agrees that in the deed for the Premises, the City will reserve the slope and stormwater drainage easements over portions of the Premises in form and substance reasonably satisfactory to the City in the locations generally described and depicted on Exhibits A, B and C, attached hereto.
5. The following language is added to the Agreement as section 3(j):
 - j. Trail Easement. The Buyer acknowledges and agrees that the Premises shall be conveyed subject to a trail easement for public ingress and egress by pedestrians, bicycles, and other non-motorized pedestrian uses in form and substance reasonably satisfactory to the City. The easement shall be held by the City or another entity reasonably acceptable to the City and Buyer.
6. The opening paragraph in section 10 of the Agreement is hereby deleted and replaced with the following:

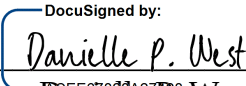
CLOSING. Time is of the essence in the performance of this agreement. The closing shall be held at the offices of Buyer's council at a time agreeable to the parties on or before the day that is twenty-seven (27) months after the date of this Amendment (the "Closing Date"). At the Closing:
7. Except as specifically amended hereby, the Agreement shall remain in full force and effect and the parties hereto ratify the terms and conditions of the Agreement.

IN WITNESS WHEREOF, this First Amendment has been executed and delivered as of the day and year first above written.

MAINE COOPERATIVE
DEVELOPMENT PARTNERS LLC

DocuSigned by:
By: 
Print Name: Brian Eng
Its: Principal

CITY OF PORTLAND

DocuSigned by:
By: 
Print Name: Danielle P. West
Its Interim City Manager

Approved as to Form:

DocuSigned by:

Michael Goldman
Corporation Counsel's Office

EXHIBIT A

Drainage Easement 1

The certain easement and rights across, above on and under land on the westerly side line of Auburn Street in the City of Portland, Cumberland County, State of Maine, and bounded and described as follows:

BEGINNING at the intersection of the westerly side line of Auburn Street as accepted by Order of the Portland City Council on July 21, 1915 and as recorded in City Clerk Volume 43, Page 77 with the southerly side line of Washington Avenue Extension, declared as a City Street on March 21, 2011 by the Portland City Council and recorded in City Clerk Volume 154, Pages 10 and 11, said point is located S18°29'57"W a distance of 3.36' from a drill hole set in a granite monument;

THENCE, S07°57'06"E thirty-five and hundredths feet (35.00') along the westerly side line of said Auburn Street to a point;

THENCE, N53°14'06"W forty-nine and twenty-five hundredths feet (49.25') through land now or formerly of the City of Portland as described in a deed dated April 15, 1980 and recorded in Deed Book 4593, Page 154 Cumberland County Registry of Deeds to a point in the southerly side line of said Washington Avenue Extension;

THENCE, N81°28'53"E thirty-five and no hundredths feet (35.00') along the southerly side line of said Washington Avenue Extension to the westerly side line of said Auburn Street and **THE POINT OF BEGINNING.**

Meaning and intending to reserve a 612 s.f. drainage easement through land conveyed by Harold S. O'Brien et al. to the City of Portland as described in a deed dated April 15, 1980 and recorded in Deed Book 4593, Page 154, Cumberland County Registry of Deeds.

The basis of bearing is the Maine State Plane Coordinate System (2 zone projection), West Zone using the NAD 1983 (HARN) datum and the U.S. Survey Foot as the unit of measure.

Drainage Easement 2

The certain easement and rights across, above on and under land on the westerly side line of Auburn Street in the City of Portland, Cumberland County, State of Maine, and bounded and described as follows:

BEGINNING at a point on the westerly side line of Auburn Street as accepted by Order of the Portland City Council on July 21, 1915 and as recorded in City Clerk Volume 43, Page 77, said point is located S07°57'06"E one hundred fifty and thirty-three hundredths feet (150.33') from the intersection of said westerly side line of Auburn Street with the southerly side line of Washington Avenue Extension declared as a City Street on March 21, 2011 by the Portland City Council and recorded in City Clerk Volume 154, Pages 10 and 11;

THENCE, S07°57'06"E forty and no hundredths feet (40.00') along the westerly side line of said Auburn Street to the northerly corner of land now or formerly of Eugene D. Morin et al. as described in a deed dated September 26, 1986 and recorded in Deed Book 7423, Page 127 Cumberland County registry of deeds, said point is witnessed by a capped iron rebar stamped "OHaskell 1038";

THENCE, S76°01'08"W sixty and no hundredths feet (60.00') through land now or formerly of the City of Portland as described in a deed dated January 22, 1976 and recorded in Deed Book 3798, Page 6, Cumberland County Registry of Deeds to a point;

THENCE, N07°57'06"W forty and no hundredths feet (40.00') along a line that is parallel to the westerly side line of said Auburn Street and continuing through land now or formerly of the said City of Portland to a point;

THENCE, N76°01'08"E sixty and no hundredths feet (60.00') through land now or formerly of the said City of Portland and through other lands now or formerly of the City of Portland as described in a deed dated April 15, 1980 and recorded in Deed Book 4593, Page 154, Cumberland County Registry of Deeds to **THE POINT OF BEGINNING**.

Meaning and intending to reserve a 2387 s.f. drainage easement through land conveyed by Ray Viles to the City of Portland as described in a deed dated January 22, 1976 and recorded in Deed Book 3798, Page 6, Cumberland County Registry of Deeds and through land conveyed by Harold S. O'Brien et al. to the City of Portland as described in a deed dated April 15, 1980 and recorded in Deed Book 4593, Page 154, Cumberland County Registry of Deeds.

The basis of bearing is the Maine State Plane Coordinate System (2 zone projection), West Zone using the NAD 1983 (HARN) datum and the U.S. Survey Foot as the unit of measure.

Drainage Easement 3

The certain easement and rights across, above on and under land on the easterly side line of Lambert Street in the City of Portland, Cumberland County, State of Maine, and bounded and described as follows:

BEGINNING at a point on the easterly side line of Lambert Street as laid out in December, 1853 by the Cumberland County Commissioners and recorded in the Cumberland County Commissioners Records Volume 10, Page 46, said point is located S36°58'01"E four hundred one and ninety-six hundredths feet (401.96') from the intersection of said easterly side line of Lambert Street with the southerly side line of Washington Avenue Extension, declared as a City Street on March 21, 2011 by the Portland City Council and recorded in City Clerk Volume 154, Pages 10 and 11;

THENCE, S36°58'01"E fifty and no hundredths feet (50.00') along the easterly side line of Lambert Street to a point;

THENCE, N88°32'11"E forty and no hundredths feet (40.00') through land now or formerly of the City of Portland as described in a deed dated January 22, 1976 and recorded in Deed Book 3798, Page 6, Cumberland County Registry of Deeds to a point;

THENCE, N36°58'01"W fifty and no hundredths feet (50.00') along a line that is parallel to the easterly side line of said Lambert Street and continuing through land now or formerly of the said City of Portland to a point;

THENCE, S88°32'11"W forty and no hundredths feet (40.00') through land now or formerly of the said City of Portland to **THE POINT OF BEGINNING**.

Meaning and intending to reserve a 1628 s.f. drainage easement through land conveyed by Ray Viles to the City of Portland as described in a deed dated January 22, 1976 and recorded in Deed Book 3798, Page 6, Cumberland County Registry of Deeds.

The basis of bearing is the Maine State Plane Coordinate System (2 zone projection), West Zone using the NAD 1983 (HARN) datum and the U.S. Survey Foot as the unit of measure.

Drainage Easement 4

The certain easement and rights across, above on and under land on the easterly side line of Lambert Street in the City of Portland, Cumberland County, State of Maine, and bounded and described as follows:

BEGINNING at a point where the easterly side line of Lambert Street as laid out in December, 1853 by the Cumberland County Commissioners and recorded in the Cumberland County Commissioners Records Volume 10, Page 46, with the southerly side line of Washington Avenue Extension, declared as a City Street on March 21, 2011 by the Portland City Council and recorded in City Clerk Volume 154, Pages 10 and 11, said point is located S79° 50' 12"E three and ninety-five hundredths feet (3.95') from a drill hole set in a granite monument;

THENCE, S36°58'01"E twenty and no hundredths feet (20.00') along the easterly side line of Lambert Street to a point;

THENCE, N09°52'56"E twenty-seven and thirty-six hundredths feet (27.36') through land now or formerly of the City of Portland as described in a deed dated January 22, 1976 and recorded in Deed Book 3798, Page 6, Cumberland County Registry of Deeds to a point in the southerly side line of said Washington Avenue Extension;

THENCE, S56°43'53"W twenty and no hundredths feet (20.00') along the southerly side line of said Washington Avenue Extension to the easterly side line of said Lambert Street and **THE POINT OF BEGINNING.**

Meaning and intending to reserve a 200 s.f. drainage easement through land conveyed by Ray Viles to the City of Portland as described in a deed dated January 22, 1976 and recorded in Deed Book 3798, Page 6, Cumberland County Registry of Deeds.

The basis of bearing is the Maine State Plane Coordinate System (2 zone projection), West Zone using the NAD 1983 (HARN) datum and the U.S. Survey Foot as the unit of measure.

Slope Easement

The certain easement and rights across, above on and under land on the westerly side line of Auburn Street in the City of Portland, Cumberland County, State of Maine, and bounded and described as follows:

BEGINNING at the intersection of the westerly side line of Auburn Street as accepted by Order of the Portland City Council on July 21, 1915 and as recorded in City Clerk Volume 43, Page 77 with the southerly side line of Washington Avenue Extension, declared as a City Street on March 21, 2011 by the Portland City Council and recorded in City Clerk Volume 154, Pages 10 and 11, said point is located S18°29'57"W a distance of 3.36' from a drill hole set in a granite monument;

THENCE, S07°57'06"E one hundred ninety and thirty-three hundredths feet (190.33') along the westerly side line of said Auburn Street to the northerly corner of land now or formerly of Eugene D. Morin et al. as described in a deed dated September 26, 1986 and recorded in Deed Book 7423, Page 127 Cumberland County registry of deeds, said point is witnessed by a capped iron rebar stamped "OHaskell 1038";

THENCE, S32°46'39"W sixty-one and thirty hundredths feet (61.30') along said northerly line of land now or formerly of said Morin, to a point;

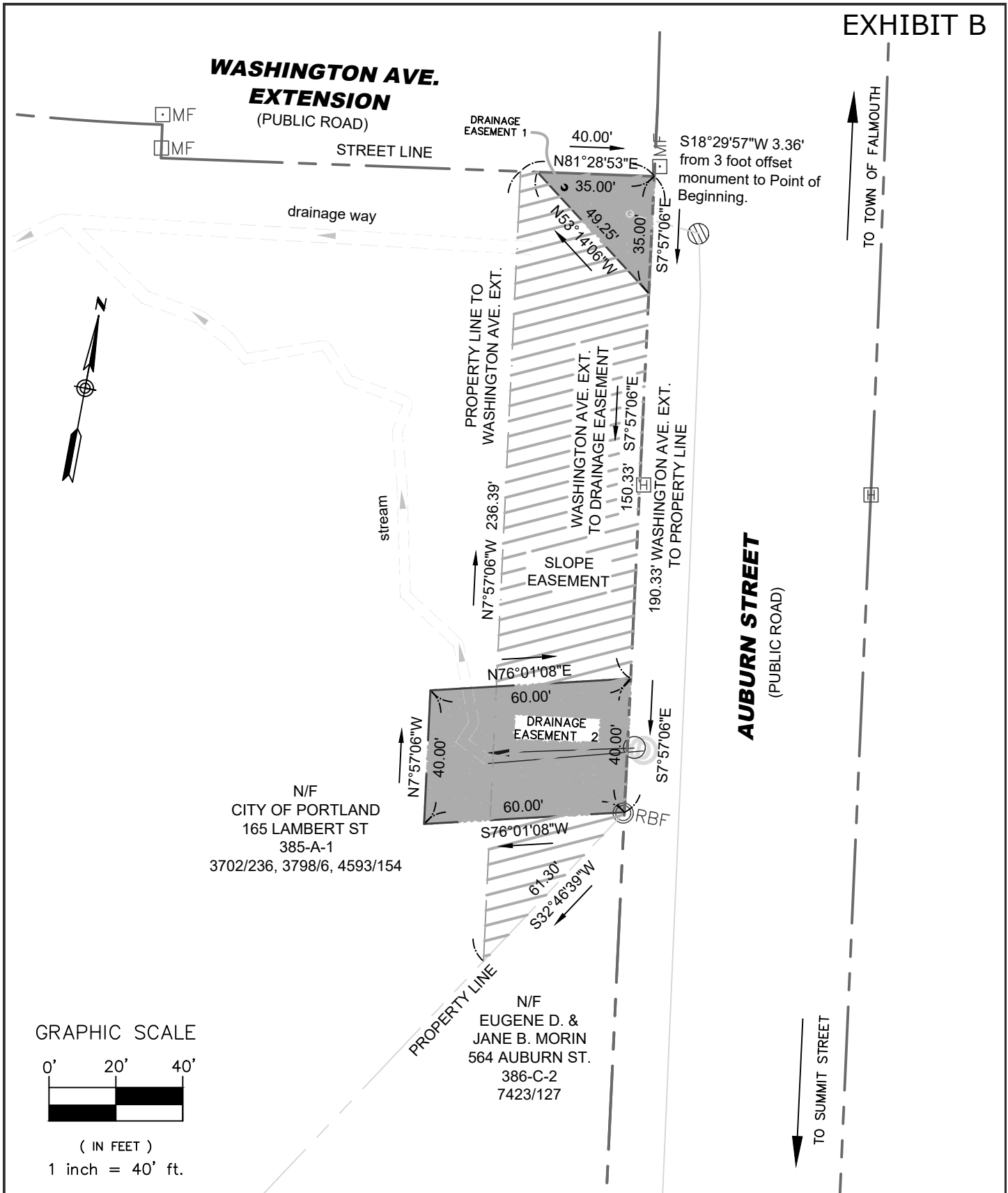
THENCE, N07°57'06"W two hundred thirty-six and thirty-nine hundredths feet (236.39') along a line that is parallel to and 40.00 feet westerly of the westerly line of said Auburn Street to the southerly side line of said Washington Avenue Extension;

THENCE, N81°28'53"E forty and no hundredths feet (40.00') along the southerly side line of said Washington Avenue Extension to the westerly side line of said Auburn Street and **THE POINT OF BEGINNING.**

Meaning and intending to reserve a 8534 s.f. slope easement through land conveyed by Harold S. O'Brien et al. to the City of Portland as described in a deed dated April 15, 1980 and recorded in Deed Book 4593, Page 154, and through land conveyed by Ray Viles to the City of Portland as described in a deed dated January 22, 1976 and recorded in Deed Book 3798, Page 6, Cumberland County Registry of Deeds.

The basis of bearing is the Maine State Plane Coordinate System (2 zone projection), West Zone using the NAD 1983 (HARN) datum and the U.S. Survey Foot as the unit of measure.

EXHIBIT B



CITY OF PORTLAND
PUBLIC WORKS
ENGINEERING DIVISION

PROPOSED DRAINAGE EASEMENTS 1 & 2 AND SLOPE
EASEMENT FOR LAMBERT WOODS AT 165 LAMBERT ST

CIVIL 3D PROJECT: Street Name CSO 2016

DRAWING: WASHINGTON AVE_CITY PROPERTY_DRAINAGE EASEMENTS.DWG

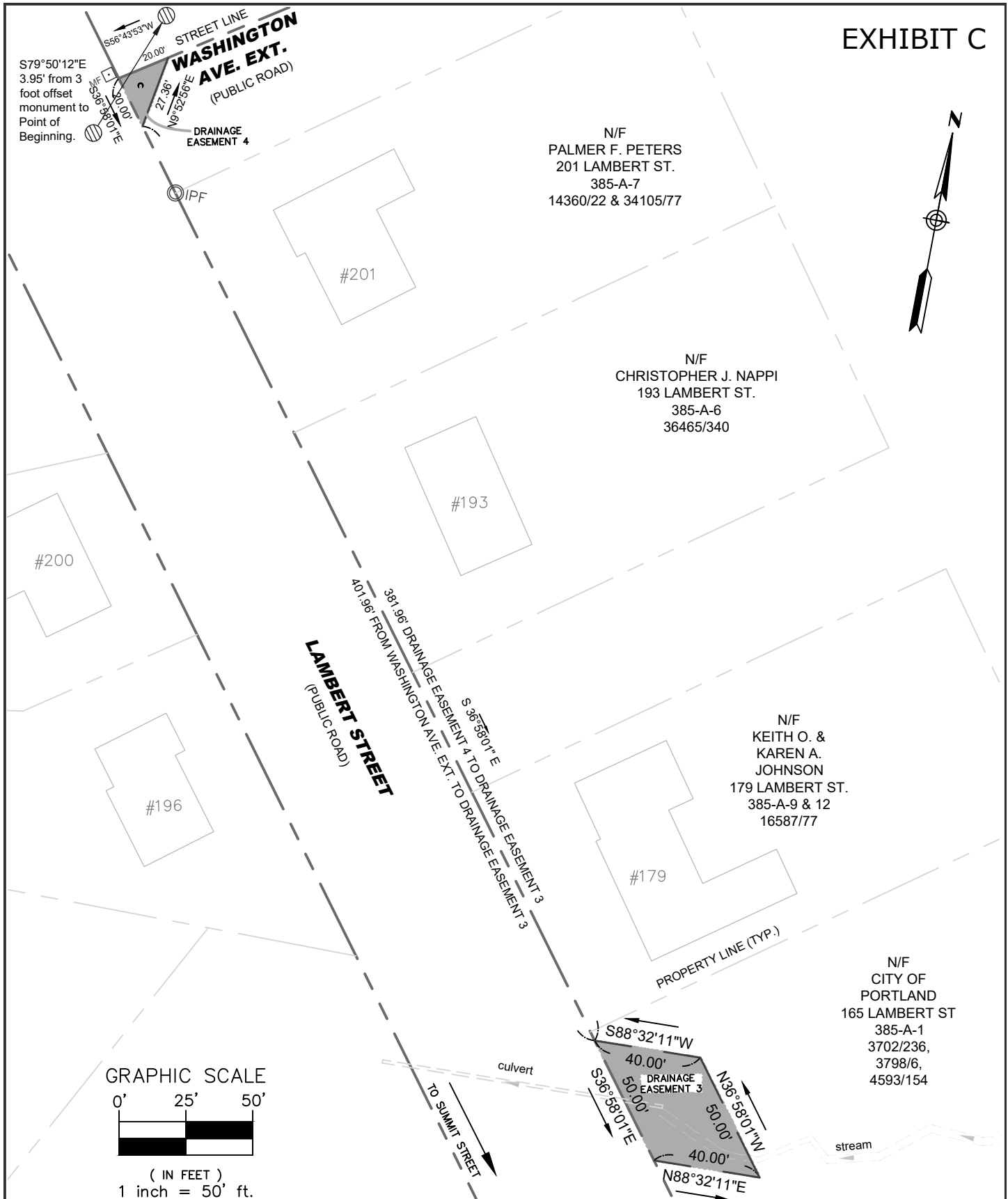
SCALE:

1" = 40'

DATE:

09/01/2021

EXHIBIT C



CITY OF PORTLAND
PUBLIC WORKS
ENGINEERING DIVISION

PROPOSED DRAINAGE EASEMENTS 3 & 4
OVER LAMBERT WOODS AT 165 LAMBERT ST

CIVIL 3D PROJECT: Street Name CSO 2016
DRAWING: WASHINGTON AVE_CITY PROPERTY_DRAINAGE EASEMENTS.DWG

SCALE:
1" = 50'

DATE:
09/01/2021

**SECOND AMENDMENT
TO
PURCHASE AND SALE AGREEMENT**

THIS SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT is made as of the 4th day of November, 2024, by and between the CITY OF PORTLAND, a Maine municipal corporation with a place of business in Portland, Maine and mailing address of 389 Congress Street, Portland, Maine 04101 (“Seller” of “City”) and MAINE COOPERATIVE DEVELOPMENT PARTNERS LLC, a Maine limited liability company with a mailing address of 6 City Center, Fl. 3, Portland, Maine 04101 (“Buyer”).

WHEREAS, City and Buyer entered into a certain Purchase And Sale Agreement dated January 4, 2021, as amended by a First Amendment dated May 10, 2022 (collectively, the “Agreement”) with respect to certain real property located at or near 165 Lambert Street as more fully described in the Agreement; and

WHEREAS, the deadline for the Closing Date under the Agreement has passed, and Seller and Buyer wish to extend that deadline while they negotiate additional substantive changes to the Agreement.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Buyer hereby agree as follows:

1. Unless otherwise defined in this Amendment, capitalized terms used in this Amendment have the same meaning as those terms have in the Agreement.
2. The opening paragraph in section 10 of the Agreement is hereby deleted and replaced with the following:

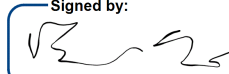
CLOSING. Time is of the essence in the performance of this agreement. The closing shall be held at the offices of Buyer’s counsel at a time agreeable to the parties on or before August 30, 2025 (the “Closing Date”). At the Closing:

3. The following language is added to the Agreement as section 10(e):
 - e. Notwithstanding anything to the contrary in this Agreement, in the event that Buyer has not obtained the financing and approvals necessary to complete the construction loan closing for the Project on the Closing Date, Seller will have the option, but not the obligation, to notify the Buyer of its desire to terminate this Agreement, at which time this Agreement shall terminate, Seller shall pay to Buyer a payment equal to that described in Section 11(e) of the Agreement, and the parties will have no further obligation to each other hereunder.

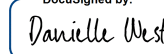
4. Except as specifically amended hereby, the Agreement shall remain in full force and effect and the parties hereto ratify the terms and conditions of the Agreement.

IN WITNESS WHEREOF, this Second Amendment has been executed and delivered as of the day and year first above written.

MAINE COOPERATIVE
DEVELOPMENT PARTNERS LLC

Signed by:
By: 
14F9ED9E0B984B5...
Print Name:
Its:

CITY OF PORTLAND

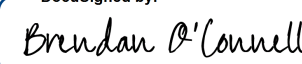
DocuSigned by:
By: 
A4546612E752416...
Danielle P. West
Its City Manager

Approved as to form:

Signed by:

5BDA6A4DE55B4E1...
City Corporation Counsel

Approved as to funds:

DocuSigned by:

C62FB6FC92754F7...
City Finance Director

Public Comment - Order 29-25/26: Please ASK SOME TOUGH QUESTIONS!

George Rheault via portlandmaine.gov

Sun, Aug 24, 10:46 AM (1 day ago)

to Public, Mark, Pious, April, bgrant, Kate, Anna, Regina, Wesley, smichniewicz

The long drawn out saga involving the Lambert Street development is a GREAT case study in what happens when politicians try to jump-start housing development.

The problem here (as elsewhere) is how can the actual developer picked by the City of Portland make a viable development happen when the politicians are pushing (A) for nothing big to happen that might upset the neighborhood, and (B) nothing big that might upset the politicians' ideology and talking points (i.e., extreme affordability for a lucky few even if that means far less housing here at much greater cost per unit).

BIG QUESTIONS that someone should be asking:

- 1). What precisely is going to happen in the time span of the 1-year extension being asked for by the developer for a project in which they are getting a TON of public land for FREE but still seem unable to be able to develop it in any expeditious manner?
- 2). Do the members of the City Council understand what the HUD 213 loan program is? What precisely were the specific "costs and financing challenges" that made the project's participation problematic for the HUD 213 loan program?
- 3). Is this project still eligible for the HUD 213 Program? If yes, then what is left to do to get the HUD 213 Program and who is the proposed lender involved? If NO, then what happened here to make the project ineligible for this loan program?
- 4). In a completely private real estate development, a project that is not economic simply does not happen. OR, it happens but the people involved basically get no profit or income from the effort (they either lose the project to lender foreclosure or they have to take a loss on the business effort). Is the development team involved here HAVING TO TAKE A HAIRCUT on any development fees they are receiving as part of this project? Are they still planning on making as much money as they did at the beginning of the project but all at public expense?
- 5). How much money, to date, would the City of Portland have to reimburse the development team if the project cannot move forward?

This is the minimum that should be discussed and sorted out before the City Council agrees to approve the THIRD AMENDMENT to this sad saga.

MEMORANDUM
City Council Agenda Item

FROM: Troy Moon, Sustainability Director

DATE: July 14, 2025

SUBJECT: Order 30-25/26 Accepting and Appropriating a \$179,300 Community Action Grant from the Governor's Office of Policy Innovation and the Future - Sponsored by Danielle P. West, City Manager

SPONSOR: Danielle West, City Manager
(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:
1st Reading 8/11/2025

Final
Action 9/3/2025

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

Does this item involve a new contract with the City: Yes, Counsel has reviewed and approved the grant award contract.

PRESENTATION: Sustainability Director Troy Moon will be present to answer any questions.

I. SUMMARY

Accepting and appropriating a grant of \$179,300 from the Governor's Office of Policy Innovation and the Future

II. AGENDA DESCRIPTION

The City of Portland was awarded this grant by the Governor's Office of Policy Innovation and the Future to fund a collaborative project with the City of South Portland and the Gulf of Maine Research Institute that will update the climate vulnerability assessment completed as part of the One Climate Future project. The update will include a complete shoreline inventory of the waterfront in Portland and South Portland, a re-analysis of coastal flood risk using updated climate data, and updated data from the Maine Social Vulnerability Index. It will also incorporate new data including property values and the model that informs Portland's Coastal Flood Resilience Overlay Zone. Completing the project will provide decision makers with valuable information to prioritize projects and investments to increase community resilience.

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

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

Accepting the advances the City's climate goals by updating the One Climate Future Vulnerability Assessment and developing a tool to objectively evaluate the vulnerability of critical public assets.

V. FINANCIAL IMPACT

VI. STAFF ANALYSIS AND BACKGROUND

VII. RECOMMENDATION

Staff recommends approving the order.

VIII. LIST ATTACHMENTS

1. Order - Accepting 179k Community Action Grant
2. Portland-SouthPortland_ACL
3. #2144 _Portland-SouthPortland_CAG2024-5_SC

Prepared by:

Troy Moon, Sustainability Director

Date: 07/14/2025

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 \$179,300 COMMUNITY ACTION
GRANT FROM THE GOVERNOR'S OFFICE OF
POLICY INNOVATION AND THE FUTURE**

ORDERED, that a \$179,300 Community Action Grant from the Governor's Office of Policy Innovation and the Future is hereby accepted and that amount appropriated to the Sustainability Office to support the One Climate future project; 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; and

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



STATE OF MAINE
GOVERNOR'S OFFICE OF POLICY
INNOVATION AND THE FUTURE

Janet T. Mills
Governor

Sarah Curran
Director

AWARD CONFIRMATION

June 23, 2025

Danielle West
City Manager
389 Congress Street
Portland, ME 04101

CAG2024-5: Award confirmation for Community Resilience Partnership Community Action Grant

Dear Ms. West:

This letter is in regard to the Program Statement issued by the State of Maine Governor's Office of Policy Innovation and the Future (GOPIF) for the Community Resilience Partnership Community Action Grant. The Office is pleased to confirm your award in the amount of \$179,300.00

To accept this award and indicate your organization's good faith intention to satisfy the roles, deliverables, timelines, and outcomes set forth in the scope of work, sign below and return to GOPIF.

The grant performance period is June 27, 2025 to May 14, 2027. Quarterly reports are due 15 days after the close of the preceding quarter (Quarters: 1/1–3/31; 4/1–6/30; 7/1–9/30; 10/1–12/31). A final report is due 30 days after the end of the grant period. The State of Maine reserves the right to reclaim any or all of the grant award in the event that the Department deems a good faith effort has not been made by the awardee.

This Community Action Grant is funded through the *Resilient Maine* climate resilience grant funded through the National Oceanic and Atmospheric Administration (NOAA) Climate Resilience Regional Challenge. This is a federal program and therefore this grant project must comply with all federal guidelines established by the NOAA Office of Coastal Management, including the National Environmental Policy Act (NEPA) and Environmental Compliance. Any desired change in scope during the grant period must be communicated to the Community Resilience Partnership Program Manager for approval prior to conducting any work not included in the attached approved scope of work.

Attached to this letter you will find copies of the Program Statement, your application (which serves as the scope of work), the quarterly reporting template, and the federal terms and conditions. By signing this document, the applicant agrees to the program scope of work, budget, and all the attached federal terms and conditions.

Ashley Krulik is the point of contact for your grant and can be contacted by phone at (207)-816-2717 or email at ashley.krulik@maine.gov. Thank you for your interest in doing business with the State of Maine.

Sincerely,

Sarah Curran

Sarah Curran
Director, Governor’s Office of Policy Innovation and the Future

To confirm acceptance of this grant award and commit to the roles, deliverables, timeline, and outcomes in your attached scope of work, please sign, date, and return to Ashley Krulik at GOPIF. Thank you.

_____	_____	_____
Authorized Signature	Name	Date

CAG2024-5 Award Confirmation Package Table of Contents

Grant Project Application.....page 4

CAG2024-5 Program Statement.....page 38

Quarterly and Final Reporting Templates.....page 53

Addendum A – Agency Uniform Guidance.....page 61

ARPA Addendum E – Subaward Agreement.....page 71

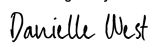
Addendum F – NOAA Award Specific Federal Compliance and Reporting.....page 77

State of Maine
Governor's Office of Policy Innovation and the Future
APPLICATION COVER PAGE
CAG2024-5
Community Resilience Partnership Community Action Grant

Applicant's Organization Name:	City of Portland, ME		
Chief Executive - Name/Title:	Danielle West, City Manager		
Tel:	207-756-8288	E-mail:	dwest@portlandmaine.gov
Headquarters Street Address:	389 Congress St		
Headquarters City/State/Zip:	Portland, Maine, 04101		
(Provide information requested below if different from above)			
Lead Point of Contact for Application - Name/Title:	Troy Moon		
Tel:	207-756-8362	E-mail:	thm@portlandmaine.gov
Headquarters Street Address:	389 Congress Street		
Headquarters City/State/Zip:	Portland, ME 04101		

- This Application and the pricing structure contained herein will remain firm for a period of one hundred eighty (180) days from the date and time of the bid opening.
 - No personnel currently employed by the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Applicant's Application.
- No attempt has been made, or will be made, by the Applicant to induce any other person or firm to submit or not to submit an Application.
- The above-named organization is the legal entity entering into the resulting contract with the Department should they be awarded the contract.
- The undersigned is authorized to enter contractual obligations on behalf of the above-named organization.

To the best of my knowledge, all information provided in the enclosed application, both programmatic and financial, is complete and accurate at the time of submission.

Name (Print): Danielle West	Title: City Manager
Authorized Signature: DocuSigned by:  A4546612E752416...	Date: 6/23/2025

State of Maine
Department of Governor's Office of Policy Innovation and the Future
DEBARMENT, PERFORMANCE, & NON-COLLUSION CERTIFICATION
CAG2024-5

Community Resilience Partnership Community Action Grant

By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this proposal:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:*
 - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or contract.*
 - ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.*
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification.*
- d. Have not within a three (3) year period preceding this proposal had one or more federal, state, or local government transactions terminated for cause or default.*
- e. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*

Failure to provide this certification will result in the disqualification of the Applicant's Application.

Name (Print): Danielle West	Title: City Manager
Authorized Signature:  A4546612E752416...	Date: 6/23/2025

State of Maine
Governor’s Office of Policy Innovation and the Future
APPLICATION FORM
CAG2024-5
Community Resilience Partnership Community Action Grant

In responding to each Criteria below, Applicants should refer to the information provided in the corresponding areas of the 2.5 Application Guidelines and Required Format section in the Program Statement. Applicants must use this application to respond to all desired information outlined here and in the Program Statement.

Criteria 1: Eligibility and Applicant Information

Applicant’s Organization Name:	City of Portland
Applicant’s Organization is a:	☐ Municipality ☐ Tribal Government ☐ Township, plantation, or unorganized territory ☐ Service provider organization ☒ This is a joint application for a Group of Communities (if applicable).
Is applicant(s) currently enrolled in the Community Resilience Partnership?	☒ yes or ☐ enrolling simultaneously
In partnership with: Letters of Support must be provided with Application.	List Partners (if any)
	City of South Portland, Maine
	Gulf of Maine Research Institute

Criteria 2: Previous Community Action Grant status

Is this the community's first application to the Community Action Grant?	☐ yes or ☒ no (If yes, skip the rest of this section.)
Does your community have an active Community Action Grant from a previous round?	☒ yes ☐ no (If no, skip the rest of this section)
Has an extension ever been requested for the active grant?	☒ yes or ☐ no
If this grant application is successful, what specific steps will the community take to ensure both grants are completed on-time?	CAG2022-2 received an extension and was recently completed within its updated timeframe. CAG2023-3 is still active and on track to be completed on time. If this application (CAG2024-5) is successful, we anticipate soliciting an RFP for a contractor as soon as the grant is awarded and accepted. The RFP will outline specific project time frames and deadlines. The City will work directly with the contractor to ensure we meet those contractually obligated deadlines.

Criteria 3: Community Characteristics

Complete the table describing the characteristics of the community. See the Program Statement document (Section C. of 2.5 Application Guidelines and Required Format) for information and instructions for completing this table. If this is a multi-community application, use the additional rows for each of the communities in the Group.

Community Name	Community Type (Municipality, Tribal Government, Plantation, Township, or	County	Population	Social Vulnerability (low, medium, high)
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	Unorganized territory)			
Portland, Maine	Municipality	Cumberland	68,408	high
South Portland, Maine	Municipality	Cumberland	26,840	high

Criteria 4: Maine Won't Wait Strategy and Action(s)

Project Title
One Climate Future Risk Based Asset Management Tool Project (RBAMT)

For no-match grants, which Maine Won't Wait strategy and action(s) does the project seek to implement?

For grants to support other community-defined climate priorities, applicants must describe the project and how it meets the goals of Maine Won't Wait and complete the cost-share table in the budget worksheet below.

The development of the One Climate Future Risk Based Asset Management Tool (RBAMT) aligns directly with **Strategy Area G: Invest in Climate-Ready Infrastructure**. It seeks to build on data gathered as part of the One Climate Future Climate Vulnerability Assessment by incorporating all of the datasets into a single, GIS-based tool. Importantly, it provides decision-makers with new information by updating the vulnerability assessment using data from the hydrodynamic flood model for Portland and South Portland. The completed tool will help each City develop a Capital Investment Plan that a) identifies vulnerable municipal/tribal facilities and assets, and b) prioritizes resilience in improvements and/or new construction.

Criteria 5: Scope of Work

Project Description

Describe the proposed project, including a list of the specific tasks and the final deliverables (for example, the number of heat pumps installed or the components of a plan to be developed) resulting from the work.

Summary: The proposed One Climate Future RBAMT will create a risk-based asset management platform for the cities of Portland and South Portland as recommended in our climate action plan. This important tool will guide decisions about community investments and policy decisions that address climate vulnerabilities identified in the One Climate Future Climate Vulnerability Assessment.

Background: In November 2020, the City Councils of Portland and South Portland adopted a joint climate action plan called One Climate Future (OCF). The result of an 18-month process of data gathering, analysis, and community engagement, the plan identified 68 strategies in four focus areas: Buildings and Energy, Transportation and Land Use, Waste Reduction, and Climate Resilience. To inform the plan, the OCF team commissioned [a comprehensive climate vulnerability assessment](#) that categorized a wide range of hazards that may damage infrastructure, endanger residents, and disrupt the local economy as Maine experiences the impacts of climate change.

Since adoption, both cities have made significant progress in implementing actions and policies recommended in the plan. These include recommendations from the Climate Resilience section:

Portland:

- Adoption of a coastal resilience overlay zone that requires new construction and significant renovations in areas at risk of inundation to raise ground floors and base flood elevations to avoid impacts from coastal flooding,
- Amending technical design standards for new construction to mitigate the impact of urban heat and better manage stormwater,
- Implementing green infrastructure solutions to manage stormwater
- Implementing a sustainable neighborhoods program to build social resilience.

South Portland:

- Creation of a robust [web-based engagement platform](#) and completion of walking tours, workshops, and surveys to inform input for the City's Comprehensive Plan update,
- Adoption of soil quality standards for new development and completion of second annual Resilient Yards program to improve ecosystem health,

- Development of a Coastal Resilience Solutions Assessment project to assess a range of strategies for building coastal resilience at six sites along the City’s waterfront; work to begin in January 2025,
- Development of a Coastal Resilience Overlay Zone that will require new construction and significant renovations in areas at risk of inundation to include resiliency measures; work to begin in January 2025.

A full summary of the status of recommended actions is available at www.oneclimatefuture.org along with the full plan, the One Climate Future climate vulnerability assessment, and backup materials. It will be updated in January 2025.

We propose to implement a key recommendation in OCF yet to be accomplished – to develop a risk-based asset management system for critical infrastructure. As noted in the document:

Portland and South Portland will adopt a risk-based transportation asset management approach to develop more advanced protocols to protect, maintain, and adapt transit infrastructure with climate change.

Transportation asset management (TAM) is a process for using financial and engineering data and modeling to optimize how a city systematically and strategically allocates resources for operating, maintaining, upgrading, and expanding transportation assets. Risk-based transportation asset management involves incorporating external factors—and specifically climate projections—into those calculations and investment decisions. (One Climate Future, p. 246)

We will expand this management tool beyond transportation to include the full range of public infrastructure including City-owned sewer and stormwater assets, public buildings, and publicly owned marine infrastructure such as piers and seawalls.

This tool will be made more powerful because we will be able to incorporate data from the recently completed hydrodynamic flood model that covers the entirety of the Portland and South Portland waterfront. This advanced tool models parcels at risk of inundation in the future with 3.9 feet of sea level rise in combination with a 1% storm surge event. This corresponds to the “prepare to manage” sea level rise scenario that Portland and South Portland adopted as part of One Climate Future, and aligns with Maine Won’t Wait’s projection. It has a 1-meter resolution that provides precise detail about how sea level rise and storm surge will interact

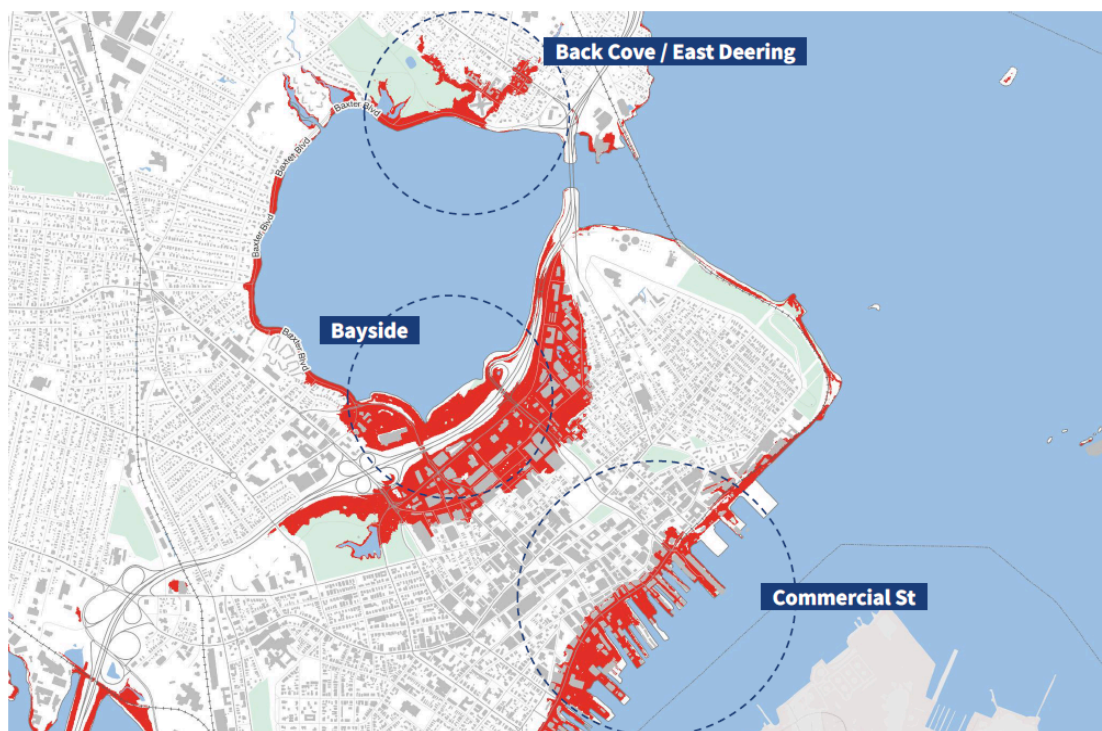
with coastal features both natural and constructed. The City of Portland has already used this model as the basis of the Coastal Resilience Overlay Zone (CROZ) adopted in November, 2024 that requires new development in the impacted areas to incorporate flood resilience into their design and construction. The City of South Portland is using this model to develop their own CROZ and as part of their ongoing comprehensive planning process. Both cities currently have publicly accessible map viewers that allow residents to view the model results in their City. See below to explore the data.

Portland:

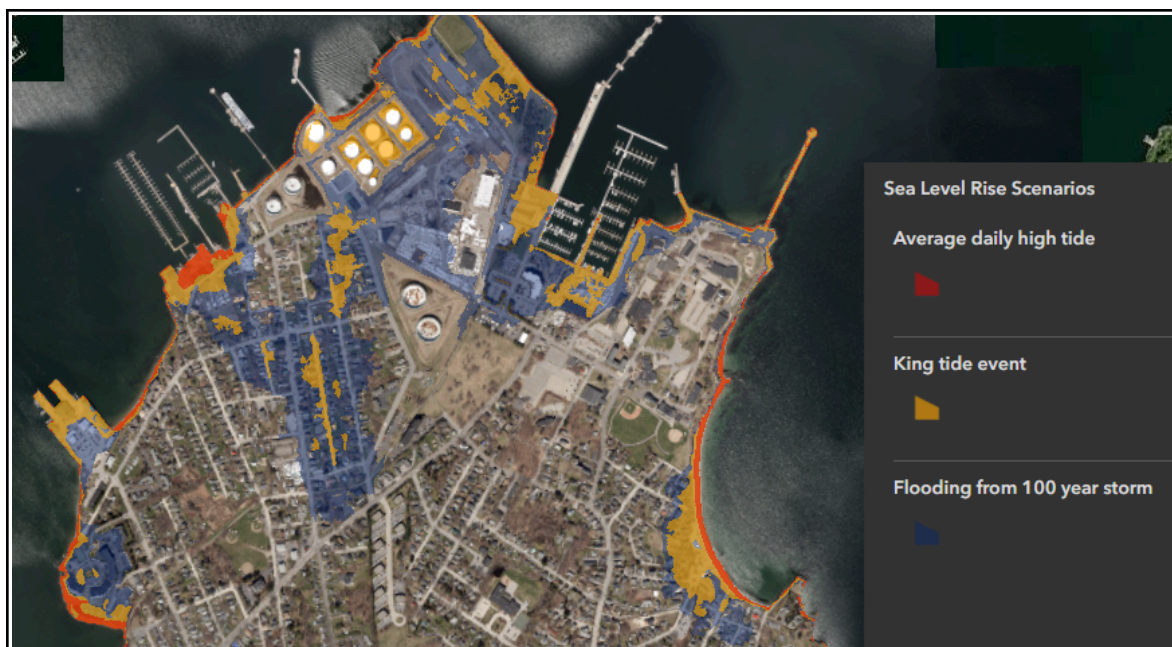
<https://storymaps.arcgis.com/stories/b286949aea2844bab8d46bba2a9bea77>

South Portland:

<https://storymaps.arcgis.com/collections/e4788b8a7e98418aa4eff91fa20676f2?item=1>



The map illustrates the extent of inundation in Portland with 3.9 feet of SLR and a 1% storm using data from the hydrodynamic flood model.



The map illustrates the extent of inundation in South Portland with 3.9 feet of SLR at MHHW, HAT, and with a 1% storm using data from the hydrodynamic flood model.

The hydrodynamic model replaces the “bathtub” model used in 2019 to develop the climate vulnerability assessment conducted for One Climate Future and will serve as the foundation of an updated vulnerability assessment and risk-based asset management tool for critical public infrastructure.

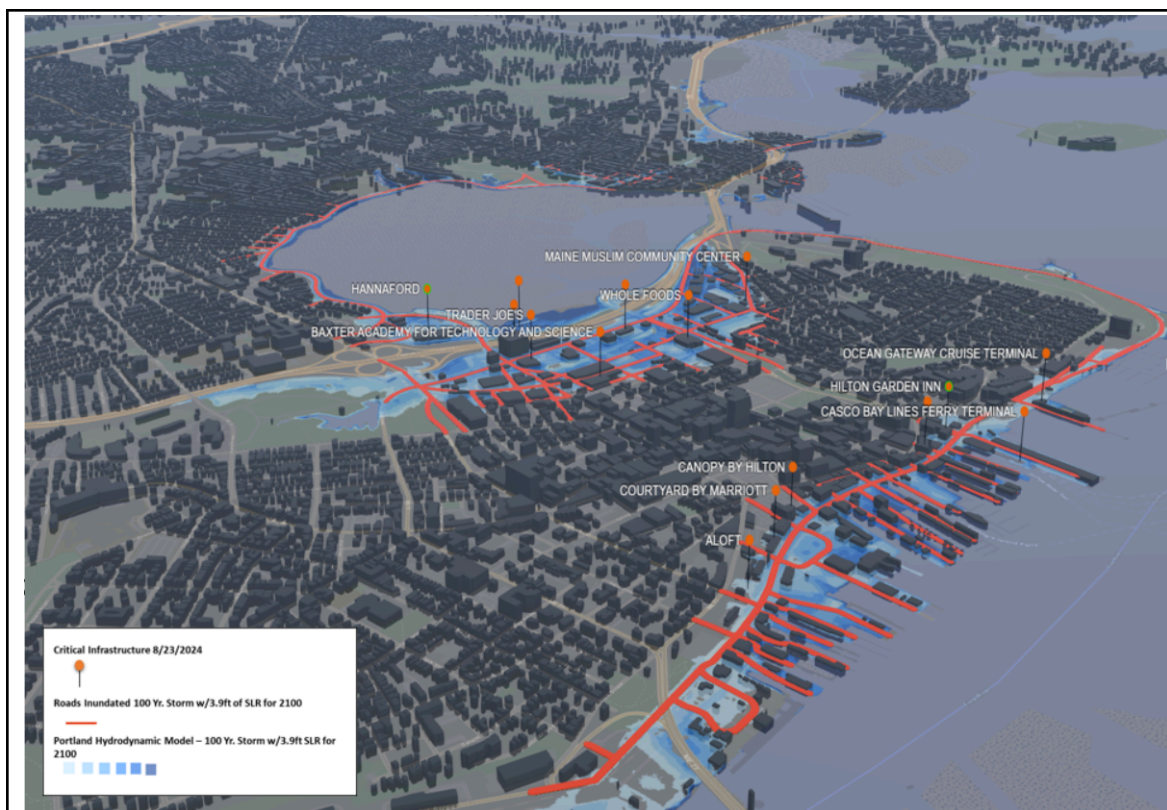
The Cities of Portland and South Portland are well-positioned to undertake this project because it builds on the tools developed to complete [our initial vulnerability assessment in 2019](#). That process established an extensive GIS database for the Cities of Portland and South Portland, the Maine Department of Transportation, the Maine Department of Environmental Protection, the Portland Water District, the Maine Social Vulnerability Index developed by Bowdoin College, and the Nature Conservancy.

Our project will bring all of these sources into a single database so that all of the datasets can inform the asset management tool. To make it more powerful, we will bring in datasets from the Federal Emergency Management Agency (FEMA) and local property and structure value data. This will allow us to incorporate cost estimates and asset values for critical public infrastructure. Integrating all of this data and information with the hydrodynamic model will create a powerful tool that will allow municipal leaders to make data-driven decisions about capital

investments, land use, and municipal operations and help our communities adapt to the impacts of climate change.

As part of the process of creating the asset management tool, we will conduct a thorough data gap analysis to discover any missing information that we need to populate the geospatial database. We will then conduct any necessary field investigations which will include a physical inspection of city-owned infrastructure including critical assets such as buildings, piers, roadways, sewer/stormwater, and utility infrastructure. To ensure accurate and consistent recording of data, we will work with the consultant to create a form-based app that the field inspectors will use when recording their observations. This approach has proven to be very successful when we have had multiple individuals recording large amounts of data. The creation of the [City of Portland Tree Inventory](#) was a project that used a web app to standardize data collection.

Conducting a complete inventory of shoreline typography will also provide essential data to the asset management tool. We will task the consultant to identify the various shoreline landscapes and coastal infrastructures in detail extending from the city boundaries of Portland and South Portland (including the islands). This inventory will closely identify the various shoreline types and infrastructure at each linear point within the study area by utilizing a preconfigured geospatial form-based app that the consultant would populate using boots on the ground or analyze the shoreline using the most current and reliable imagery sources that are available.



This map demonstrates the beginnings of the asset management tool. It shows transportation assets in Portland (red lines) that would be inundated based on the 1% storm and 3.9 feet of SLR using data from the hydrodynamic model.

An essential step in creating the risk-based asset management tool will be to establish the criteria by which to evaluate each of the city's most critical assets. Many of these will be objective criteria, such as whether the asset is within FEMA's 100-year, 500-year flood zone or in an Emergency Evacuation Zone. Furthermore, whether or not the asset lies above ground or underground and falls within Portland's Coastal Resilience Overlay Zone (CROZ). Other criteria will be more subjective and will require extensive discussion with stakeholders, including City staff, elected officials, members of appointed boards such as the Planning Board and the Parks Commission, and members of the public. These include equity and socioeconomic concerns, such as whether or not these critical assets lie within low-moderate income communities based on census block group data. The consulting team will attend at least two public meetings in each city to demonstrate the risk based asset management tool and to gather feedback about appropriate weighting criteria. Project leaders Troy Moon and Julie Rosenbach will conduct additional meetings in each city to ensure a broad

range of community members have opportunities to provide input. The project team and consultants will incorporate the feedback gathered into the tool.

Our proposal is inspired by the work of other agencies who have integrated advanced hydrodynamic flood models with spatial data to help decision-makers analyze large quantities of information and make informed decisions about climate resilience. We particularly reference work done by the State of Massachusetts Department of Transportation for the tunnel system of the Central Artery and T in Boston. This innovative project integrated institutional knowledge from key stakeholders with a wide range of datasets from various agencies. It also involved extensive field observations to populate those data gaps while verifying other data sources. Finally, it updated the previously used static sea level rise models with a more sophisticated hydrodynamic flooding model to get a clearer impact of how vulnerable various elements of the system were to inundation. Based on their lessons learned, we intend to draw heavily on the local and/or community-based knowledge from City staff who oversee critical infrastructure, field observations and documentation, and use of spatial datasets that we know are compatible with the project. Finally, we plan to hire an outside consultant to build out the work already initiated by our skilled in-house GIS team. The consultant will bring technical expertise and hours of staff time to ensure that we have the capacity to complete the project. See: [Massachusetts DOT - FHWA Pilot Project Report: Climate Change and Extreme Weather Vulnerability Assessments and Adaptation Options for the Central Artery](#).

Concurrently with the development of the asset management tool, we will be working to educate the public about community resilience. Residents in our cities are eager to engage on this topic as demonstrated by the vigorous public conversation about the fate of the fishing shacks on Willard Beach and recent meetings with property owners on the Portland waterfront. This year, both the Portland and South Portland City Councils have identified developing strategies to address sea level rise and storm surge as a top priority. Both communities have established interdepartmental teams that meet regularly to work on how to address issues raised by the Climate Vulnerability Assessment.

To assist with this education campaign we will look to the support of The Gulf of Maine Research Institute. GMRI has long been a valued partner for both cities in the realm of climate action and resilience. As the largest owner of private property on the Portland waterfront as well as an important source of scientific information, they are uniquely positioned to assist Portland and South Portland in the development of a community resilience plan.

Examples of collaboration between our cities and GMRI include:

- Development of South Portland's "[Preparing for Coastal Flooding](#)" website that provides extensive information about sea level rise scenarios and allows residents to explore them on an interactive map.
- Promotion of [community science programs](#) that educate community members about the impacts of climate change while generating valuable data for use by scientists and municipal officials.
- Providing important information to municipal officials, such as GMRI scientist Dr. Hannah Baranes briefing the Portland City Council about updated sea level rise projections.

We will expand on this work with additional initiatives including a waterfront summit that will convene waterfront property owners from Portland and South Portland along with other interested stakeholders. GMRI will participate by providing scientific and technical information as well as sharing strategies for improving the resilience of piers and wharves with neighboring waterfront property owners.

Finally, in its role as a trusted resource for communities all along Maine's coast, GMRI will observe the development of the risk based asset management tool and determine how other towns and cities may use its framework to develop a similar tool for their community. Anyone with access to GIS software will be able to operate it. The tool should be scalable and replicable for other communities in resilience planning for three reasons:

- The Maine DOT is working on a hydrodynamic model for the Maine coastline, albeit at lower resolution than is available in Portland and South Portland
- The tool can be modified to work with the lower resolution model
- The tool incorporates Portland's Casco Bay islands, so the model could be downscaled to use on other coastal islands

The Cities of Portland and South Portland will provide all of the elements of the tool free of charge to GMRI and any community that wishes to examine it.

Step One: Issue an RFP for a consultant to assist with the project.

We will identify a consulting partner to provide technical support for GIS mapping, data gap analysis, shoreline assessment inventory, field investigations, and four public meetings.

Deliverable: Executed contract with a qualified consultant.

Step Two: Integrate Vulnerability Assessments into a manageable GIS Database

Incorporate spatial and demographic data used in the One Climate Future Vulnerability Assessment into a unified database. Data includes a wide variety of local, state, and federal data sources including Maine's Social Vulnerability Index.

Deliverable: A comprehensive assessment of data used in the OCF Climate Vulnerability Assessment with updated data.

Step Three: Develop Coastal Typography Assessment Inventory

The consultant will inventory the coastlines of Portland and South Portland to identify natural and constructed elements. This dataset will be integrated into the geospatial database underlying the risk-based asset management tool.

Deliverable: Add GIS dataset and assessment inventory of coastal infrastructure.

Step Four: Conduct the Data Gap Analysis

Review all of the existing data to identify gaps, particularly as it relates to critical infrastructure. Develop quality assurance and quality control (QA, QC) processes to ensure consistency and accuracy in data regardless of the personnel conducting the observation. Consultant staff and City staff will collaborate to conduct and review field observations.

Deliverable: An updated and complete inventory of the base dataset.

Step Five: Complete the Geodatabase - Foundation for the risk-based asset management tool

The consultant in collaboration with the City of Portland's GIS team will integrate data from the coastal inventory as well as Portland/South Portland assessed land and structural values into the data underlying the asset management tool.

Deliverable: Complete geospatial dataset.

Step Six: Update the climate vulnerability assessment

Reanalyze the data from the original vulnerability assessment for all critical public infrastructure using the hydrodynamic flooding model rather than the static (bathtub) flood model used in the vulnerability assessment of 2019. Use the modeled output scenarios to update the database and information about which infrastructure is a risk from coastal flooding.

Deliverable: Updated climate vulnerability assessment for public infrastructure.

Step Seven: Establish risk-rating criteria for critical infrastructure

City staff and the consultant will collaborate to develop a scoring mechanism or criteria for objective risk elements. Concurrently, the project team will conduct meetings with stakeholders to demonstrate the RBAMT and discuss how to weigh subjective criteria to ensure that the tool incorporates equity and fairness in its output.

Deliverable: Completed rating criteria for the RBAMT.

Step Eight: Complete development of the RBAMT

Complete final data integrations and run the model. Identify any gaps or errors and make final corrections as required to ensure accurate output. Demonstration of the tool to City leadership in both cities to facilitate incorporation into budgeting and decision-making processes.

Deliverable: Functional Risk-Based Asset Management Tool

Step Nine: Community education about community resilience

This step will run concurrently throughout the 24-month project. City staff in collaboration with GMRI will conduct community education programs in Portland and South Portland to increase awareness of community resilience and discuss

strategies to help our cities adapt to climate change, particularly coastal flooding. Programs will include community science opportunities as well as at least one waterfront summit that convenes waterfront stakeholders. Information generated as part of the development of the RBAMT will be used in the public engagement. Note: this portion of the program will be funded by the City and GMRI.

Deliverable: Waterfront summit and other public engagement and education activities.

Step Ten: Evaluate the applicability of the tool for use in other cities and towns

City staff and staff from GMRI will review the tool and evaluate how the risk-based asset management tool might be adapted for use in other communities.

Deliverable: Recommendations for how other communities or regions might adapt the tool for their use.

Project Timeline

Describe the timeline for completing each task or deliverable and the expected completion of the grant-funded project.

July 2025: Sign grant agreement with GOPIF

August 2025: Issue the RFP and continue internal work to populate the GIS tool with data; begin general outreach regarding coastal resilience (step 9)

Summer 2025: Waterfront summit

September 2025: Execute contract to the consultant

September/October: Begin shoreline inventory and assessment

December 2026: Complete community resilience education storymap developed with GMRI funds

January - November 2026: In person stakeholder engagement to inform asset ratings and educate about climate hazards

March 2026: Complete shoreline inventory

March/April 2026: Conduct data gap analysis

May 2026: Field investigation to close data gaps

August 2026: Updated vulnerability assessment for public infrastructure completed

November 2026: Complete stakeholder engagement and establish rating criteria for critical infrastructure

November 2026 - March 2027: Integrate all datasets into the final tool/integrate asset ratings developed by City staff with input from community engagement

March/April 2027: Complete development of the risk-based asset management tool and begin use of the tool

March/April, 2027: Complete evaluation of applicability of the tool for use in other communities

Choose the desired grant period: ☐ 12 months or ☒ 24 months

Note: The grant performance period is expected to begin on or around March 24, 2025.

Project Need

Describe the need for the project. Why is this project a community priority?

Portland and South Portland have developed solid foundational groundwork that lays out the risks climate change poses to our communities. Our One Climate Future climate vulnerability assessment established a range of sea level rise scenarios to plan for by 2050 and 2100. For critical infrastructure and ecosystems we are planning for 3.9 feet, the intermediate level scenario for 2100. At this level, several of our community's most important assets are at risk including major roads, buildings, piers, pump stations, manholes, and stormwater and sewer pipes. Because there is such a wide breadth of impacts, we need to start prioritizing resilience projects now so that our resilience planning can be phased over time.

This is especially important given the latest sea level rise forecast which indicates a dramatic rise in the number of days when severe flooding will occur in Portland and South Portland. According to a presentation to the Portland City Council's Sustainability and Transportation Committee by Dr. Hannah Baranes on November 13, 2024, flooding events on the scale of the historic January 2024 storms will occur at least monthly by 2100. Those storms damaged infrastructure and property on both waterfronts, leading to heightened concern about climate impacts. The loss of the iconic Willard Beach fishing shacks during the January 13th storm and concerns about encroaching flooding along Commercial Street, have spurred a surge of renewed community interest in adopting a comprehensive approach to waterfront management and climate risks.

With specific resilience goals listed in Portland's Comprehensive plan, and a strong focus on resilience in the current update of South Portland's Comprehensive Plan in process, there has also been growing recognition that compounding climate risks could be addressed through concerted citywide planning starting immediately. As a result, both the Portland and South Portland City Councils have identified developing strategies to address sea level rise and storm surge as a top priority.

To advance these goals, we will update findings from the 2019 climate vulnerability assessment and incorporate information from multiple datasets to categorize climate-related vulnerabilities by severity and likelihood. We will prioritize critical assets based on their level of risk and overall cost. These identified critical assets will receive consideration for investment by implementing climate-resilient solutions, such as elevating infrastructure in flood-prone areas, reinforcing structures with more nature-based materials, and integrating green and nature-based solutions across the city.

In addition to helping Portland and South Portland with budgeting and planning for resilience, this tool can help other Maine communities.

Project Outcomes

Describe the expected outcomes from completion of this project. This may include expected energy efficiency outcomes such as cost savings, kilowatt-hours of reduced energy consumption or renewable energy generation, or gallons of fuel reduction. This could also include resilience outcomes, such as increased preparation for extreme weather events, increased ability to manage sea level rise, increased resources for vulnerable community members, etc. Provide explanations for how these outcomes were estimated.

As noted in our climate action plan, One Climate Future, developing a risk based asset management plan is an essential step to ensure that investments in infrastructure prioritize climate resilience and social equity. Developing a comprehensive GIS-based asset management tool will facilitate decision making by making a wide range of complex data visible in one place. Some specific benefits include:

Coordinated capital budgeting that integrates sea level rise and resilience goals into decision making.

- A complete map of critical City-owned infrastructure with field-verified asset information.
- Public understanding of risk to critical infrastructure and participation in discussion about how to prioritize investment.
- Creation of a comprehensive database about climate risk and social vulnerabilities that can support grant requests to State, Federal, and philanthropic funders for resilience projects

Project Management

Describe the roles and responsibilities that key staff, contractors, and project partners will have in completing this scope of work successfully and achieving the outcomes described above.

Troy Moon and Julie Rosenbach will provide overall project coordination. Kevin Deneault, GIS Specialist on the Portland GIS team, will coordinate the technical work performed by the hired consultant. This group will form a project steering committee made up of staff members from each city who will assist in implementing the work. We anticipate managing this project in a similar manner to the development of the One Climate Future climate action plan:

- Regular meetings, often weekly, between project leaders and the consulting team to share information and instructions.
- Monthly or bi-monthly meetings of the larger steering committee to coordinate information exchange between the consulting team and key project stakeholders.
- Regular reports to City leadership about project progress.

Community Engagement and Equity Considerations

Describe specific actions that will be taken to include a diverse group of community stakeholders in the project during the grant period, including disadvantaged and more vulnerable community members. (Any public engagement that led up to this application is appreciated. However, please focus the response here on engagement activities that will happen during the project timeline.) Who in your community will be the most affected by climate change impacts? Applicants should consider the potential benefits of their proposed climate action projects and, if applicable, describe how the project distributes those benefits equitably.

The risk based asset management tool will need to balance the weight of objective criteria, such as how frequently something floods, with subjective data such as, whether assets in neighborhoods with large numbers of socially vulnerable individuals should receive priority. In order to reflect community values in this regard, we propose to conduct extensive public education about climate vulnerabilities in each city, identify critical assets in different neighborhoods, and listen to community members' concerns about how climate impacts will affect them and their neighborhoods. This will help us apply community priorities to decisions about how to address objective natural hazards. As part of the outreach program, the consulting team will attend two meetings in each City. The project leadership team will conduct additional public meetings to provide opportunities for public participation. In Portland, we will also coordinate with the Director of Diversity, Equity, and Inclusion for suggestions and guidance about the engagement process.

Criteria 6: Budget

Budget Narrative

Please provide a detailed explanation of your proposed project expenses organized by task, including how the expenses were estimated and how proposed grant funding will be combined with other funding sources to support the project. Vendor estimates are strongly encouraged to support estimated expenses.

Our experience developing our joint Portland and South Portland climate action plan as well as the price for several ongoing resilience oriented projects indicates that \$175,000 in grant funds available will not cover the full cost to develop the RBAMT, but will cover a significant amount of consultant capacity needed to make the project workable. Therefore, we anticipate allocating significant staff time to the project to ensure that it is successful and is completed within the grant time frame. Throughout the project, we will coordinate with the consultant to manage project costs by assigning tasks to qualified City personnel when necessary. We anticipate requiring the consultant to complete a large majority of the technical work required to complete the project under the direction of the Portland GIS team. We will also require the consultant to undertake a large amount of the field work required to fill data gaps identified in the data gap analysis and to complete the coastal typography inventory. The Portland GIS team will coordinate closely with the consultant and complete some elements as required to manage the scope. Responsibility for specific tasks will be clearly delineated in the RFP, may be refined in proposal responses, and contractually agreed upon in the final contract.

To conserve consultant time we will limit consultant attendance at public meetings to two events in each city. City staff will coordinate and lead additional meetings with stakeholders to gather community input about risk rating criteria. Similarly, City staff will conduct all of the broader community education efforts around resilience in each city in order to preserve consulting hours for technical work. This will include the waterfront summit, education about climate hazards and vulnerabilities, and all other education opportunities. GMRI has provided \$28,000 to support community engagement and will be an active participant in our programming.

As we learned in One Climate Future, a project of this scale requires regular and ongoing communication between all parties to ensure success and conformance to allotted budgets.

Examples of projects and costs for reference:

One Climate Future (2020): The City of Portland and the City of Portland had a consulting budget of **\$220,000** to complete the vulnerability assessment, conduct the greenhouse gas inventory, modest assistance with public engagement, and help with report drafting. City staff invested hundreds of additional hours over the 18 month development process gathering data, conducting public outreach, coordinating with internal stakeholders, and plan drafting.

Current projects with smaller scope than the proposed project:

South Portland Resilience Overlay Project (2025): The City of South Portland just approved a contract for **\$107,000** with a consultant to develop a package of climate resilience zoning amendments for integration into the City's land use code. This work will build from the climate resiliency framework and recommendations included in One Climate Future. It will include the development of a coastal climate resilience overlay zone and associated zoning standards for development to address increasing climate-related risks due to sea level rise, storm surge, flooding, and high heat citywide. The work will be based on our hydrodynamic inundation modeling data and include a robust deliberative community engagement process in order to develop land use policy recommendations. This work will also include research, policy drafting, architectural renderings, and a formal review and adoption process through the Planning Board and City Council.

South Portland Shoreline Resilience Study (2025): The City of South Portland is in the midst of approving a contract for **\$133,000** with a consultant to assess a range of hardscape solutions at six coastal sites that can improve shoreline stabilization, remove tidal restrictions, make roadway and utility improvements, and improve stormwater management. The consultants will provide a matrix of options and recommendations for hardscape improvements at the sites. They will also provide high level conceptual costs and one conceptual engineering drawing per site for the preferred approach.

Please see below for the budget sheet and Appendices for detailed budget information of our proposed project including an opinion of cost developed

by FB Environmental. The total amount requested is \$179,300 which includes \$5,000 for grant administration.

Budget Worksheet			
Project Task	Funds Requested	Other Funds (match, rebates, etc.)	Total Project Budget
Task 1 Issue RFP for Consultant	0	\$1,600	\$1,600
Task 2 Integrate VA into GIS database	\$10,800	\$5,000	\$15,800
Task 3 Coastal Typography Assessment	\$87,100	\$15,000	\$102,100
Task 4 Data Gap Analysis	\$10,200	\$5,000	\$15,200
Task 5 Complete Geo-database	\$10,200	\$10,000	\$20,200
Task 6 Update Climate VA	\$8,500	\$10,000	\$18,500
Task 7 Establish Risk Rating Criteria	(city task)	\$7,800	\$7,800
Task 8 Complete RBAMT	\$25,100	\$10,000	\$35,100
Task 9 Public Education	\$7,500 (meeting materials)	\$35,800	\$43,300
Grant Admin	\$5,000		\$5,000
Consultant time in meetings + misc fees - spread across tasks	\$14,900		\$14,900

Total	\$179,300	\$100,200	\$279,500
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State of Maine
Governor's Office of Policy Innovation and the Future
APPENDIX
CAG2024-5
Community Resilience Partnership Community Action Grant

The appendix may include:

- Letters of support from project partners, municipal and county officials, local civic leaders, state legislators, or partner communities
 - If this is a collaborative application from multiple communities, all participating communities must include a letter of support.
- Pertinent maps, imagery or other essential (brief) supporting documents
- Vendor or consultant estimates for project costs.



**SUSTAINABILITY
DEPARTMENT**

JULIE A. ROSENBACH
Sustainability Director

December 13, 2024

Ashley Krulik
Community Resilience Partnership Program Manager
Governor's Office of Policy Innovation and the Future
111 Sewall Street
Augusta, ME 04330

RE: Community Action Grant joint application with Portland

Dear Ashley,

Please accept this letter of our commitment to partner with, and strong support for the **One Climate Future Risk Based Asset Management Tool** grant application with Portland for Funding Opportunity CAG2024-5 under the Community Resilience Program Community Action Grant Program.

Our proposed project will create a risk-based asset management platform for the cities of Portland and South Portland as recommended in our joint climate action plan. This important tool will guide decisions about community investments and policy decisions that address climate vulnerabilities identified in the *One Climate Future* Vulnerability Assessment.

The Cities of Portland and South Portland are well-positioned to undertake this project because it builds on the work we did to complete our initial vulnerability assessment, and is a progression of our successful partnership to lead climate action. Integrating data collected with information derived from the hydrodynamic model will create a powerful tool that will allow our municipal leaders to make data-driven decisions about capital investments, land use, and municipal operations. This will help our communities adapt to the impacts of climate change and serve as a model for other communities.

South Portland is currently working on two coastal resilience projects; a Coastal Resilience Solutions Assessment to evaluate a range of strategies for building resilience at six sites along the City's waterfront, and the development of a Coastal Resilience Overlay Zone that will require development in areas at risk of inundation to include resiliency measures. Work on both of these projects will begin in January 2025. The missing piece we are seeking with this grant is resilience planning for City assets.

For this reason, we are partnering with Portland and look forward to the state's support of the proposed *One Climate Future* Risk Based Asset Management Tool project.

Sincerely,

Julie Rosenbach
Sustainability Director
City of South Portland

December 13, 2024

Ashley Krulik
Community Resilience Partnership Program Manager
Governor's Office of Policy Innovation and the Future
111 Sewall Street
Augusta, ME 04330

RE: Community Action Grant joint application with Portland

Dear Ashley,

Please accept this letter of our commitment to partner with, and strong support for the ***One Climate Future Risk Based Asset Management Tool*** grant application with Portland for Funding Opportunity CAG2024-5 under the Community Resilience Program's Community Action Grant Program.

The proposed project will create a risk-based asset management platform for the cities of Portland and South Portland as recommended in their joint climate action plan. This important tool will guide decisions about community investments and policy decisions that address climate vulnerabilities identified in the *One Climate Future Vulnerability Assessment*.

The Gulf of Maine Research Institute (GMRI) has ongoing partnerships with both Portland and South Portland to help their communities understand the impacts of climate change and to prepare for them. Examples of this work include assistance with the development of South Portland's interactive website: [Preparing For Coastal Flooding in South Portland](#) and participation by both cities in a suite of GMRI-led community science initiatives. We recently awarded the City of Portland \$28,000 that will support community engagement efforts related to this project.

We are also excited to observe the development of this innovative risk-based asset management tool that incorporates data gathered to support the *One Climate Future Climate Vulnerability Assessment* with the recently completed hydrodynamic flood model for both cities. This tool has the potential to be replicated for use in communities across the State of Maine and GMRI is interested to see how it might help with our work to support communities throughout Maine's coast.

For these reasons, we are partnering with Portland and look forward to the state's support of the proposed *One Climate Future Risk Based Asset Management Tool* project.

Sincerely,



David Reidmiller, Ph.D.
Director, Climate Center
Gulf of Maine Research Institute
dreidmiller@gmri.org // (207) 228-1695

ONE CLIMATE FUTURE RISK BASED ASSET MANAGEMENT TOOL

This memorandum was developed for the City of Portland (City) to provide a cost estimate for services related to the recently funded **One Climate Future Risk Based Asset Management Tool (RBAMT) project**. The geographic scope of this project includes shorelines of Portland (including the outer islands) and South Portland and will develop a risk-based asset management platform (follow examples from other cities) to support climate action implementation and decision-making. The following scope of work and cost estimate is based on the City's Community Action Grant application and a discussion with City staff.

SCOPE OF WORK

TASK 1. FIELD INVENTORY AND ASSESSMENT

Task 1A. Develop Coastal Typography and Asset Assessment Inventory

Inventory the coastlines of Portland (including Peaks Island, Great Diamond, Little Diamond, and Cliff) and South Portland to identify natural and constructed elements. This task will involve desktop work utilizing all relevant City owned and maintained digital assets including high resolution aerial imaging as well as field analysis/visual inspection. A geospatial form-based app would be used to collect field data. This dataset will be integrated into the geospatial database underlying the risk-based asset management tool (Task 4).

Task 1B. Complete Shoreline Drone Surveys

Field data collection and existing aerial imagery will be augmented by drone shoreline surveys when appropriate. Drone work is limited in some parts of the study area due to the proximity of the Portland Jetport.

TASK 2. CONDUCT THE DATA GAP ANALYSIS

Conduct a thorough data gap analysis to discover any missing information required to populate the geospatial database. Review all of the existing data to identify gaps, particularly as it relates to critical infrastructure.

TASK 3. VULNERABILITY ASSESSMENT INTEGRATION AND UPDATE

Task 3A. Integrate Vulnerability Assessments into a manageable GIS Database

Coordinate with the City GIS team to organize existing datasets into a unified database that includes a wide variety of local, state, and federal data sources including the Maine's Social Vulnerability Index. Existing datasets will be updated to reflect the most current data.

Task 3B. Update the climate OCF vulnerability assessment

Reanalyze the data from One Climate Future for all critical public infrastructure using the recently developed hydrodynamic flooding model. Use the modeled output scenarios to update the database and information about which infrastructure is at risk from coastal flooding.

TASK 4. RBAMT DEVELOPMENT

Task 4A. Complete the Geodatabase

Integrate field data collected in Task 2 into the unified database created in Task 3 and incorporate risk-based assessment criteria including assessed land and structural values.

Task 4B. Complete development of the RBAMT

Develop a scoring mechanism or criteria for objective risk elements and incorporate subjective criteria based on Staff and Community guidance. Complete final data integrations and run the model. Identify any gaps or errors and make final corrections as required to ensure accurate output. The final tool will be designed to support municipal level decision making.

TASK 5. PROJECT MEETINGS AND MANAGEMENT

Meet with City staff and project partners on a regular basis to provide progress updates and discuss key project decision points. Also includes project management activities such as invoicing and budget tracking.

BUDGET

The table below provides cost estimates for providing the services outlined in the above scope of work.

TASK #	TASK NAME	COST
TASK 1	Field Inventory and Assessment	\$87,100
	A Develop Coastal Typography Assessment Inventory	\$71,800
	B Complete Shoreline Drone Surveys	\$15,300
TASK 2	Conduct the Data Gap Analysis	\$10,200
TASK 3	Vulnerability Assessment Integration and Update	\$19,300
	A Integrate Vulnerability Assessments into a manageable GIS Database	\$10,800
	B Update the climate OCF vulnerability assessment	\$8,500
TASK 4	RBAMT Development	\$35,300
	A Complete the Geodatabase	\$10,200
	B Complete development of the RBAMT	\$25,100
TASK 5	Project Meetings and Management	\$12,800
LABOR SUBTOTAL		\$164,700
EXPENSE TYPE	RATE OR QUANTITY	COST
EQUIPMENT	Drone equipment fee (\$350/week plus \$100 project fee)	\$1,500
TRAVEL	\$0.70/mi	\$600
EXPENSES SUBTOTAL		\$2,100
GRAND TOTAL		\$166,800

Please contact Forrest Bell at info@fbenvironmental.com with any questions.

To: Ashley Krulik
From: Troy Moon
Date: June 10, 2025
Re: Additional budget detail to support CAG grant award

Thanks again for your patience as we developed the additional budget information you requested regarding the City of Portland and South Portland's project to develop a Risk Based Asset Management Tool (RBAMT) that will provide a valuable tool for both municipal officials and stakeholders to make informed decisions regarding investments in critical infrastructure based on their vulnerability to climate hazards. City staff from both Portland and South Portland have contributed to an estimate of the in-kind staff hours required to implement the project. We have also secured an opinion of cost from FB Environmental, a qualified consultant with expertise in shoreland assessment and integrating spatial data into GIS systems. They have worked with several municipalities in the region and are very familiar with the natural hazards and climate vulnerabilities in the region.

Opinion of Cost

City staff provided Forrest Bell, Owner/CEO of FB Environmental, and his team a copy of the grant application for review and held a follow up meeting with them to describe the project and answer questions about the desired scope of work. Discussion included descriptions of the extensive spatial data available that will be available to the consultant hired for the project as well as the close involvement of the City of Portland GIS staff who will provide direction to guide data collection and database integration. Based on these discussions FB Environmental provided a cost estimate for the desired scope of work of **\$166,800**. Please see Attachment A for the detailed opinion.

Breakdown of In-Kind Services

As indicated in our budget narrative, completing the proposed project will involve significant in-kind support from City staff in several departments in both Portland and South Portland. This includes significant involvement by the City of Portland GIS, project management and leadership by the Sustainability teams in both cities, extensive input from staff in both cities including Public Works, Planning, Parks, Water Resources, and Emergency Management. We will also devote staff time to seeking public input to create the risk evaluation criteria so the weight assigned to various vulnerabilities reflects community priorities.

Based on this evaluation, we believe that our in-kind contribution will have a value of approximately \$72,200. The Gulf of Maine Research Institute has provided an additional \$28,000 to support resilience education. This brings the in-kind and partner contributions to \$100,200 .

The total estimated cost to complete the project inclusive of grant and in-kind contributions is \$274,500.

A breakdown of the in-kind contributions is shown below:

In-Kind Services Outline & Cost Estimate Over 2 Year Grant Period

(Includes hours from Portland and South Portland municipal staff)

GIS Team Project Development / Project Support

Service Provided	Description	Estimated Value	Notes
City Staff GIS Support	Time spent by City GIS analysts gathering data, database development, coordination with Contractor, and quality control processes.	\$10,400	200 hours at \$52/hour

IT Services

Service Provided	Description	Estimated Value	Notes
City /GIS Infrastructure	Software licenses and technical support provided by the City's IT department.	\$2,000	Licenses for GIS seats, IT staff time

Community Outreach and Education

Service Provided	Description	Estimated Value	Notes
City Staff Time	Organizing, managing, attending, and presenting at community meetings and workshops.	\$7,800	150 hours at \$52/hour for staff involvement in outreach = \$7,800

Vulnerability Assessment Updates

Service Provided	Description	Estimated Value	Notes
City Engineering Expertise	Time spent by City engineers, Planners, and GIS staff providing technical input and review of Survey grade data and vulnerability assessments.	\$10,400	200 hours at \$52/hour

Develop Rating Criteria

Service Provided	Description	Estimated Value	Notes
Staff time	Meetings with staff from relevant City departments for input regarding the scoring criteria for critical assets including Planning, DPW, Parks, Water Resources, Emergency Management, and others,	\$7,800	150 hours at \$52/hour

Project Management and Administration

Service Provided	Description	Estimated Value	Notes
City Project Managers Time	Time spent by the project managers overseeing and coordinating the project.	\$20,800	400 hours at \$52/hour
Administrative Support	Administrative assistance provided by City staff for project documentation and coordination.	\$5,200	100 hours at \$52/hour

The project Budget Sheet is attached as Attachment B

PROGRAM STATEMENT

Funding Opportunity CAG2024-5

Community Resilience Program Community Action Grant Program

Issued by:

Governor's Office of Policy Innovation and the Future

[Community Resilience Partnership](#)

111 Sewall Street

Augusta, ME 04330

Issue Date: September 12, 2024

PROPOSAL DUE DATE: TUESDAY, December 17, 2024; 5:00 P.M.

All communication regarding this Program Statement should be sent to Ashley Krulik, Community Resilience Partnership Program Manager, ashley.krulik@maine.gov.

Informational webinar: September 26, 2024; 1:00p.m.

Zoom Registration Link:

https://mainestate.zoom.us/webinar/register/WN_RZQmGXVsTDyBhR0-r0nwxw

A recording will be posted at: <https://www.maine.gov/future/climate/community-resilience-partnership>



TABLE OF CONTENTS

SECTION 1. BACKGROUND	3
1.1 Definitions.....	3
1.2 Eligibility	3
1.3 Grant Size and Duration	4
1.4 Future Rounds.....	5
1.5 Cancellation Notice	5
1.6 Final Action On Grant Awards.....	5
1.7 Contact information	5
SECTION 2. GRANT PROGRAM DETAILS	6
2.1 Description	6
2.2 Eligible Uses of Funds	6
2.3 Cost-Share or Match Requirements	7
2.4 Social Equity and Engagement.....	7
2.5 Application Guidelines and Required Format.....	8
2.6 Selection and Award Process	11
2.7 Proposal Deadline and Submission	12
SECTION 3. TERMS & CONDITIONS OF GRANT AWARDS.....	13
3.1 Grant Agreement	13
3.2 Pre-Award Costs	13
3.3 Reporting Requirements	14
3.4 Public Records	14
APPLICATION FORM.....	14
APPENDIX.....	14

SECTION 1. BACKGROUND

The [Community Resilience Partnership](#) provides grants and technical assistance to municipal governments, Tribal Governments, plantations, townships, or unorganized territories in Maine (“Communities”) for projects that reduce energy use and costs, transition to clean energy and make communities more resilient to climate change impacts such as flooding, extreme temperatures, and public health risks.

Communities – those that have already taken significant climate action as well as those considering their early steps – are eligible for Community Action Grants upon completion of the [program’s enrollment requirements](#).

Communities that would like assistance completing enrollment activities and applying for Community Action Grants are encouraged to partner with [Service Provider Organizations](#). The Service Provider Grant Program Statement ([SPG2024-5](#)) is available to support this assistance to communities.

1.1 Definitions

Community	A municipal government, Tribal Government, plantation, township, or unorganized territory in Maine.
GOPIF	Governor’s Office of Policy Innovation and the Future
Group	Multiple communities submitting a single joint application for grant funding.
Community Action Grant	Upon enrollment in the Community Resilience Partnership, communities are eligible for Community Action Grants for projects that reduce energy use and costs, transition to clean energy, and make communities in Maine more resilient to climate change.
Service Provider Grant	Grant to a service provider to assist a Group of communities in Maine to prepare for and enroll in the Community Resilience Partnership and then to apply for grant funds to implement priority climate and energy projects. Please see SPG2024-5 – Service Provider Grant Program Statement for more information.

1.2 Eligibility

There are two (2) eligible types of applicants for the Community Action Grant:

- 1) Individual Communities, a municipal government, Tribal Government, plantation, township, or unorganized territory in Maine, who are enrolled in the [Community Resilience Partnership](#).
 - a. Applicants may submit enrollment materials through the [enrollment portal](#)

simultaneously with submitting their grant application. (Unorganized territories, townships, and plantations are eligible and are strongly encouraged to work with a Service Provider to complete the enrollment process.)

- 2) Multiple Communities may apply jointly for projects that address mutual goals and have interrelated scopes of work.
 - a. All communities participating in the application must be enrolled in the Partnership at the time the grant application is submitted or submit enrollment materials through the [enrollment portal](#) simultaneously with the grant application.
 - b. Service Providers may apply on behalf of groups of communities only for actions listed in the List of Community Actions (available [here](#)). Letters of support must be provided from each community in the proposed group.
 - c. In a multi-community application, the communities are required to designate a lead applicant. The lead applicant is expected to receive the grant funds and manage the contracting and grant reporting on behalf of the partner communities. The communities may wish to have a memorandum of understanding (MOU) that spells out the responsibilities of each community. If an MOU is established, GOPIF may request a copy of the document during the grant contracting phase.

A community may participate in no more than one (1) Community Action Grant application in a grant round.

Communities that already have an active Community Action Grant from a previous round are eligible to apply in this round but may not apply for new funds to support a previous scope of work.

School districts, water and sewer districts, neighborhood associations, and similar entities are not eligible to be primary applicants but are encouraged to partner with a municipality or other eligible entity described above.

1.3 Grant Size and Duration

The Community Resilience Partnership plans to allocate approximately \$7,480,000 for Community Action Grants during this grant round. GOPIF may award all, part, or none of this allocation at its discretion. A portion of this funding derives from federal sources and may carry additional federal requirements. Successful applicants will be notified if their award contains federal funding.

Of the total amount, approximately \$1.6 million is available for projects related to energy efficiency and clean energy, and approximately \$5.8 million is available for projects related to

vulnerability and resilience. GOPIF will pair successful applications with the most appropriate funding source.

Individual communities are eligible for a minimum award of \$5,000 and a maximum award of \$75,000. Groups of communities applying jointly are eligible for awards of up to \$175,000.

Up to \$5,000 of additional funding may be made available at GOPIF's discretion to federally funded grant awardees to administer the grant in compliance with federal guidelines (see Section 2.2).

Grants are anticipated to be awarded in March 2025, with an expected start date on or after March 24, 2025. Contract terms will be up to two (2) years, as specified by the applicant's proposal.

1.4 Future Grant Rounds

The next Community Action Grant round is anticipated to have a deadline in August 2025, subject to change with availability of funding.

1.5 Cancellation Notice

The Community Resilience Partnership reserves the right to cancel this Program Statement at any time.

1.6 Final Action on Grant Awards

Awards made through this program are considered final and are not subject to internal agency appeal. Any person aggrieved by a decision may pursue judicial review according to the provisions of 5 MRS §§ 11001 – 11008 within 30 days of the award announcement.

1.7 Contact information

Questions about this Program Statement should be sent via email to ashley.krulik@maine.gov.

1.8 Information Sharing

The Community Resilience Partnership may share enrollment materials, grant applications, and related community information with other state agencies and contracted organizations to improve awareness of community needs, priorities, and opportunities to provide assistance.

SECTION 2. GRANT PROGRAM DETAILS

2.1 Description

The Governor's Office of Policy Innovation and the Future (GOPIF) is seeking applications for Community Action Grants as defined in this Program Statement. This document provides the Application Form to be used for submittal, instructions for submitting applications, the procedure, and criteria by which the awarded Applicants will be selected.

The [List of Community Actions](#) offers guidance for communities starting on climate plans and incentivize a baseline level of climate action across the state. The two grant options provide flexibility by allowing communities to choose actions from the List that are most relevant and feasible, while also providing support for community climate and energy priorities that may not appear on the List of Community Actions.

2.2 Eligible Uses of Funds

There are two types of Community Action Grants:

- i. No-match grants to support implementation of one or more activities in the [List of Community Actions](#), a list of climate mitigation and adaptation activities that align with the strategies in the state's climate action plan, [Maine Won't Wait: A Four-Year Plan for Climate Action](#). If an applicant is unsure of whether a project fits within the list of community actions, please contact Ashley Krulik, ashley.krulik@maine.gov for guidance.
- ii. Grants to support other community-defined climate and energy capacity building, planning, and implementation priorities. A cost-share (match) will apply, as described in the Table 1 below.

Applicants are encouraged to utilize Community Action Grants as match to leverage federal grant funds as allowed by those programs. Community Action Grants may also be used to close project funding gaps for other state funding programs, in accordance with (i) or (ii) above. It is the applicant's responsibility to consult the rules for the federal or state funding programs if the Community Action Grant will be designated as cost-share or match. Community Action Grants with funding derived from federal sources may not be eligible to be used as state or federal match.

Applicants with energy-related projects are strongly encouraged to incorporate the federal tax credit of up to 30% of eligible project costs in their application. See Section 2.5, Subsection F for more information.

Certain eligible activities from the [List of Community Actions](#) carry special instructions or limitations. **It is the applicants' responsibility to review the list and ensure that the proposed activities meet all eligibility requirements.** Please see Appendix for activities with special instructions and guidance.

Note that road construction, stormwater infrastructure/culverts, and structural building improvements are not eligible uses of Community Action Grant funds. If unsure of whether a project is eligible for grant funding, please contact Ashley Krulik, ashley.krulik@maine.gov for guidance.

2.3 Cost-Share (or Match)

There is no local cost share for Community Action Grants that implement activities from the [List of Community Actions](#).

A cost share will apply for Community Action Grants that implement community climate and energy priorities other than those listed in the List of Community Actions. The cost-share is structured in a tiered approach. In-kind match is permitted.

Tier	Description	Cost-share for activities <u>not</u> listed in the List of Community Actions
Tier 1	Communities with populations less than 4,000	10%
Tier 2	Communities with EITHER populations between 4,000 and 10,000 OR tax assessment less than \$25 million (according to State Revenue Sharing data).	10%
Tier 3	Communities with populations greater than 10,000 AND tax assessment greater than \$25 million (according to State Revenue Sharing data)	20%

2.4 Social Equity and Engagement

Maine’s climate response must ensure shared benefits across diverse populations of Maine people. Applicants should include robust community engagement in their action grant proposals (for example, inclusive planning processes so that diverse, underrepresented, and at-risk community voices are able to participate).

Climate change impacts will create the greatest hardships for already marginalized communities. Communities must identify and promote solutions to help the people who are most vulnerable to climate impacts. Applicants should consider the potential benefits of their proposed climate action projects and describe how the project distributes those benefits equitably.

The Maine Social Vulnerability Index is used by this grant program to understand socio-economic vulnerabilities that may be unique to a community. This Index was recently updated

utilizing 2020 US Census data and new vulnerability indicators, resulting in changes in categorization for some communities. Applicants should reference the updated [Maine Social Vulnerability Index](#) to determine the current community vulnerability categorization.

Community engagement and equity considerations are incorporated into the scoring criteria for the Applicant's Scope of Work, see Section 2.5, E. Scope of Work, for more information.

2.5 Application Guidelines and Required Format

A complete and scoreable application for funding will include the following components. Applicants should use the application form on page 14 to address each component.

A. Criteria 1: General Information, Eligibility, and Application Information

Applicants must complete the following documents as part of their application:

- Application Cover Page & General Assurances
- Eligibility and Applicant Information (see Section 1.2 above)

B. Criteria 2: Previous Community Action Grant status

If applicable, Applicants must provide information on previously received Community Action Grants including the status of active Community Action Grants from previous rounds and whether the project is meeting the proposed timeline and outcomes.

Applicants who are not meeting the requirements of their current grant agreement may not be eligible for an additional grant.

C. Criteria 3: Community Characteristics

Additional application scoring points are available for communities with small- and medium-sized populations and communities with high and medium social vulnerability.

Applicants should refer to the [Maine Social Vulnerability Index \(SVI\) categorization information](#) to complete the Community Characteristics section of the application form.

D. Criteria 4: Maine Won't Wait Strategy and Action(s)

For no-match grants, the Applicant must identify the action(s) from the [List of Community Actions](#) that the project will implement.

For grants to support other community-defined climate priorities, Applicants must describe the project and how it aligns with the strategies of [Maine Won't Wait](#), and must complete the cost-share table in the budget worksheet.

E. Criteria 5: Scope of Work

- Project Description - Describe the proposed project, including specific tasks to be undertaken and the final deliverables (for example, number of heat pumps installed or the components of a plan to be developed) resulting from the work.
- Project Timeline - Describe the timeline for completing each task or deliverable and the expected completion of the project.
- Need for the Project - Describe the need for the project. Why is this project a community priority?
- Project Outcomes - Describe the expected outcomes from completion of this project. This may include expected energy efficiency outcomes such as cost savings, kilowatt-hours of reduced energy consumption or renewable energy generation, or gallons of fuel reduction. This could also include resilience outcomes, such as increased preparation for extreme weather events, increased ability to manage sea level rise, increased resources for vulnerable community members, etc. Provide explanations for how these outcomes were estimated.
- Project Management - Describe the roles and responsibilities that will be assigned to key staff, contractors, and project partners to ensure successful completion of this scope of work and achieving the expected outcomes.
- Approach to community engagement and equity considerations - Describe specific actions that will be taken to include a diverse group of community stakeholders in the project during the grant period, including disadvantaged and more vulnerable community members. (Any public engagement that led up to this application is appreciated. However, please focus the response here on engagement activities that will happen during the project timeline.) Who in your community will be the most affected by climate change impacts? Also describe specific project benefits and which members of the community will benefit most from them.

F. Criteria 6: Budget Proposal

Applicants must provide a Budget Narrative and Budget. The Budget Worksheet (sample provided in Table 1) should list the costs for each task within the scope of work. The Budget Narrative should describe how the costs for each task were determined. Estimated hours/rate and vendor estimates are encouraged.

Eligible costs are limited to those incurred during the grant period. Expenses incurred prior to or after the grant period are not eligible to be included in the budget.

For grants to support other community-defined climate priorities not listed in the [List of Community Actions](#), applicants must complete the cost-share table in the budget worksheet. In-kind match is permitted. In-kind match is the value of any real property, equipment, goods, or services contributed to the grant that would have been eligible

costs. Expenses incurred prior to or after the grant period are not eligible to be included in the budget as match.

Table 1: Cost-Share Table (if applicable)

Which cost share applies to the lead applicant? What is the project cost share amount? A cost share <u>will</u> apply For Climate Action Grants that implement other community climate and energy priorities (i.e., activities not found in the Community Action Inventory). Tier 1: Communities with populations less than 4,000 Tier 2: Communities with EITHER populations between 4,000 and 10,000 OR tax assessment less than \$25 million (according to State Revenue Sharing data). Tier 3: Communities with populations greater than 10,000 AND tax assessment greater than \$25 million (according to State Revenue Sharing data).		
Tier 1	Tier 2	Tier 3
10% local match	10% local match	20% local match

Table 2: Budget Worksheet

Budget Worksheet			
Project Task	Funds Requested	Other Funds (match, rebates, etc.)	Total Project Budget
Task 1			
Task 2			
Task 3			
Task 4			
(add additional tasks as needed)			
Total			

IMPORTANT: The applicant’s budget narrative and budget worksheet must include any applicable incentives or rebates (for example, from Efficiency Maine) at the time of application, including for electric vehicles and charging equipment, heat pumps and VRF systems, LED lighting, and water heaters.

Direct Pay Clean Energy Projects Tax Credit Opportunity: Tax-exempt local governments are now eligible for federal tax credits up to 30% of the project cost to build qualifying clean energy projects including solar, wind, and battery storage projects; installing electric vehicle charging infrastructure; and purchasing electric vehicles for town or city vehicle fleets. Program information, including eligible projects and requirements can be found on the [Direct Pay Through the Inflation Reduction Action](#) webpage and the IRS [Elective Pay and Transferability](#) webpage. Additional guidance can be found on the [Clean Energy Tax Navigator webpage](#).

G. Appendix

The appendix may include:

- Letters of support from project partners, municipal and county officials, local civic leaders, state legislators, or partner communities
 - If this is a collaborative application from multiple communities, all participating communities must include a letter of support.
- Pertinent maps, imagery or other essential (brief) supporting documents
- Vendor or consultant estimates for project costs.

2.6 Selection and Award Process

An evaluation team will judge the merits of the proposals received in accordance with the criteria below:

Scoring Criteria	Points Available
Criteria 1: General Information and Eligibility	Pass/Fail
Criteria 2: Previous Community Action Grant status	Pass/Fail

Criteria 3: Community Characteristics • <u>5 points</u> for a small (population less than 4,000) community or high social vulnerability. • <u>3 points</u> for a medium-size (population between 4,000 and 10,000) community or medium social vulnerability. • In a multi-community application, one qualifying community may earn points for the whole application	Up to 5 points
Criteria 4: Maine Won't Wait Strategy and Action(s)	15 points total
Criteria 5: Scope of Work	60 points total: • Project Description, Timeline, Need, Outcomes, and Management for the Project (40 points) • Approach to Community Engagement and Consideration of Equity (20 points)
Criteria 6: Budget Proposal	25 points total
Total Points	105 points

For applications that demonstrate meeting the eligibility requirements in Criteria 1, the evaluation team will use a consensus approach to evaluate and score the remaining Criteria sections shown above.

2.7 Proposal Deadline and Submission

A. Application Submission:

Proposals are due by the time and date listed on page 1. Email submittals are required. Please plan ahead; CRP assumes no responsibility for delays caused by internet outages or attachment sizes.

Email submittals should be sent to ashley.krulik@maine.gov with “**CAG2024-5 [Community/Organization Name]**” in the subject line. Applications must be submitted in a single PDF file, including all appendices. The maximum attachment size is 20MB.

Emails containing links to file sharing sites or online file repositories will not be accepted, nor will encrypted emails which require opening attachments and logging into a proprietary system. Please check with your organization's Information Technology team to ensure that your security settings will not encrypt your proposal submission.

B. Submitting Questions about the Program Statement

Questions about this program statement and the application process may be directed to ashley.krulik@maine.gov. Include the subject line **"CAG2024-5– Questions"**

Responses provided by program staff should be considered advisory and are not a guarantee of a successful application.

Any responses deemed substantive and binding will be summarized and posted on the [Community Resilience Partnership website](#) on a rolling basis until December 6, 2024. It is the applicant's responsibility to consult this summary.

C. Informational Meeting

GOPIF will host a virtual Informational Meeting concerning the Program Statement. See the Program Statement cover page for the date, time, and web link for the meeting.

The purpose of the Informational Meeting is to answer and/or field questions, clarify aspects of the Program Statement requirements, and provide supplemental information to assist potential Applicants in applying. Although attendance at the Informational Meeting is not mandatory, it is strongly encouraged that interested Applicants attend.

The meeting will be recorded and posted to the [Community Resilience Partnership website](#).

SECTION 3. TERMS & CONDITIONS OF GRANT AWARDS

3.1 Grant Agreement

Grant recipients must enter into a written agreement with the Governor's Office of Policy Innovation and the Future.

3.2 Pre-Award Costs

The Community Resilience Partnership is not liable for any cost incurred by the Grantee or any Grantee subcontractor(s) prior to the effective date in the agreement. The Community Resilience Partnership will not authorize any payments for work completed prior to the effective date of a fully executed agreement.

3.3 Reporting Requirements

Quarterly progress reports and a final report are required. Quarterly reports are due 15 days after the close of the preceding quarter (Quarters: 1/1–3/31; 4/1–6/30; 7/1–9/30; 10/1–12/31). A final report is due 30 days after the end of the grant period.

3.4 Public Records

Following announcement of an award decision, scoring and review notes for all submissions will be public records, available for public inspection pursuant to the State of Maine Freedom of Access Act (FOAA) ([1 M.R.S. § 401](#) et seq.).

Community Resilience Partnership Community Action Grant CAG2024-5 Application Form



CAG2024-5-Applicati
onForm.docx

Applicants must use the embedded application document to complete their application. The application document can be accessed by double clicking on the icon above.

APPENDIX

Eligible Activity Special Instructions

- Purchase of electric vehicles (Action A1): A maximum of \$7,500 of a Community Action Grant may be applied to the purchase of an electric vehicle for municipal or tribal fleets. Eligible vehicles include light-duty, medium-duty, and heavy-duty on-road electric vehicles as well as electric riding mowers and electric outboard engines that are part of a municipal fleet, all subject to the maximum award amount. Where applicable, Efficiency Maine's electric vehicle rebate must be included in the applicant's project budget.
- Energy efficiency projects (Actions B1-B5): Energy efficiency projects such as heat pumps, VRF systems, LED lighting upgrades, water heaters, etc. must be eligible for Efficiency Maine's incentives. The applicant's project budget must include applicable Efficiency Maine rebates or incentives.
 - The energy efficiency project must be located in a municipally, tribally, or publicly owned building.

- Solar Power Purchase Agreement (PPA) (Action C7): Grant funds may be used to enter a PPA to install a new renewable energy project. Proposals to “buy out” an existing PPA are less likely to receive an award.
- Resilience planning as part of comprehensive plan development (Action F1): Grant funds may be used to support specific resilience planning activities that will be integrated into municipal Comprehensive Plans, such as the consideration of policies, regulations, and practices that align with the goals and strategies of Maine Won’t Wait. Proposals to fund full comprehensive plan updates are less likely to be successful unless the proposal clearly describes the goals and specifically how resiliency will be systematically incorporated throughout the plan.
- Bulk purchasing (Action H7): Grant funds may not be used to purchase or subsidize equipment or services for residential or commercial properties.

Governor's Office of Policy Innovation and the Future
Community Resilience Partnership
Quarterly Report & Final Case Study Template

Grant Recipient:	Community Name
Grant Type:	Community Action Grant-NOAA
Grant Round:	Spring 2025
Grant End Date	Choose an item.
Grant Award:	Full Amount of Grant Award
Reporting Period:	Choose an item.
Submitted by:	Reporter's Name and Contact Information
Date Submitted:	Date Sent to Contract Administrator

Quarter	Funds Spent This Quarter
May 15 – June 30, 2025	Amount of funds spent this quarter
July 1 – September 30, 2025	Amount of funds spent this quarter
October 1 – December 31, 2025	Amount of funds spent this quarter
January 1 – March 31, 2026	Amount of funds spent this quarter
April 1 – June 30, 2026	Amount of funds spent this quarter
July 1 – September 30, 2026	Amount of funds spent this quarter
October 1 – December 31, 2026	Amount of funds spent this quarter
January 1 – March 31, 2027	Amount of funds spent this quarter
April 1 – May 14, 2027	Amount of funds spent this quarter
TOTAL	Amount of funds spent to date
Funds Remaining	Remaining Award Funds

QUARTERLY SUMMARY TO INFORM FEDERAL GRANT REPORTING

Insert 1-2 sentence summary of progress made for your project this quarter:

Fill out the following table to track performance measures. You only need to enter information on the ones that are applicable to your project. We understand that many of these may not be applicable until the final quarters of your project.

Performance Measure	# completed by your community this quarter	# completed by your community for entirety of project duration	Notes
Adaptation plans and strategies developed, updated, or implemented (#)			List plans
Laws, regulations, policies, or standards developed, amended, or implemented to reduce risk or enhance resilience (#)			List of ordinances, policies, or regulations
Capacity-building activities completed, and individuals trained or engaged (#)			List activity name
Datasets, information products, and tools developed (#)			List datasets, informational projects, or tools

Quarterly Task Updates

In the following narratives for each task, provide an update of progress during the recent quarter on activities and outcomes. Discuss briefly whether the task is on track, ahead of, or behind your expected pace of progress? To what factors do you attribute this pace? Are there opportunities to capitalize on this success or adjust your plans to compensate for the pace?

Task 1 Narrative:	Update on progress of Task 1
Task 1 Percent Complete:	Estimated amount of Task (as a percent)
Task 2 Narrative:	Click or tap here to enter text.
Task 2 Percent Complete:	Click or tap here to enter text.
Task 3 Narrative:	Click or tap here to enter text.
Task 3 Percent Complete:	Click or tap here to enter text.
Task 4 Narrative:	Click or tap here to enter text.

Task 4 Percent Complete:	Click or tap here to enter text.
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Task 5 Narrative:	Click or tap here to enter text.
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Task 5 Percent Complete:	Click or tap here to enter text.
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Task 6 Narrative:	Click or tap here to enter text.
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Task 6 Percent Complete:	Click or tap here to enter text.
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Task 7 Narrative:	Click or tap here to enter text.
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Task 7 Percent Complete:	Click or tap here to enter text.
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Add additional tasks if needed

General Narrative

Overview of any conditions not reported in Task narratives, including:

- new opportunities or challenges that have been identified
- new or unexpected partners, or barriers to partnerships
- important lessons to take away from this reporting period

Click or tap here to enter text.

If this is a quarterly report and there is still work remaining under this grant, stop here and delete the following pages.

If this is a final report and all deliverables have been completed, please complete the following pages in addition to the sections above.

Final Report & Case Study

After completing the quarterly update above, fill out this section only when you have completed the scope of work and have no remaining expenses for the grant. This final report is due no later than 30 days after the end of the grant period. See the award notification letter for due dates. If you are not submitting a final report at this time, you may delete the following pages.

Aim for 100-300 words for each response. These responses may be used in publicly accessible materials to share project details, outcomes, lessons, and best practices.

1. Describe the final product(s) or result(s) of the project.

Click or tap here to enter text.

2. As specifically as possible, how has this project advanced the community's priorities for energy efficiency, clean energy, and/or community resilience?

Click or tap here to enter text.

3. How were community members engaged in the project? (check all that apply)

- ☐ Community website
- ☐ Public meeting (select board, town council, committee meeting)
- ☐ Public event (town supper, picnic, workshop)
- ☐ Digital newsletter
- ☐ Direct mailing
- ☐ Development and distribution of educational materials (flyers, posters)
- ☐ Word of mouth
- ☐ Community Based Organization outreach
- ☐ Tabling
- ☐ Other, please explain:

Click or tap here to enter text.

4. Describe specific actions that were taken to include a diverse group of community stakeholders in the project during the grant period, including disadvantaged and more vulnerable community members.

Click or tap here to enter text.

5. Please indicate committees or staff positions created to implement the Community Action Grant (check all that apply):

- ☐ New staff position created or other staffing-related improvement (e.g. part-time position converted to full-time)
- ☐ Existing but dormant community committee was revitalized
- ☐ New community committee formed
- ☐ Volunteers came together to work on project
- ☐ Other, please explain:

Click or tap here to enter text.

6. Please indicate new or revitalized formal collaborations with other entities:

- ☐ Local schools or colleges
- ☐ NGOs/Non-profits
- ☐ Regional planning offices
- ☐ Other communities
- ☐ Businesses
- ☐ Other, please explain:

Click or tap here to enter text.

7. If you were starting this project over again, what lessons would you apply?

Click or tap here to enter text.

8. What future needs has this project surfaced or what future projects will this project enable?
(check all that apply)

- ☐ We created a plan with this grant - the next step is to carry out/implement initial projects
- ☐ We carried out an action with this grant - our next step is to evaluate how it is going and what to do next
- ☐ We carried out an action with this grant - our next step is to carry out a follow-up action
- ☐ This was a one-off project; we have no plans for future steps (e.g., We are done and do not intend to work on this type of project further or we will work on something different next time)
- ☐ Other

Please explain:

Click or tap here to enter text.

9. Will the community seek funding to continue any aspects of this project? If yes, what sources of funding are being considered?

- ☐ Received additional grants from other funders to carry out other aspects of the project that the CAG funded
- ☐ Have applied for (or have specific plans to apply for) a particular grant to follow up on something that came out of the CAG-funded project
- ☐ Interested in applying for future grants to continue the work but no specific plans to do so

- ☐ Interested in applying for other funding but lack capacity for doing so
- ☐ Applied for another round of CAG funding
- ☐ No additional funding being sought out

Please provide more information if applicable.

Click or tap here to enter text.

10. What aspects of the Community Resilience Partnership made your experience with this project easier? What aspects of the Partnership made it more difficult?

Click or tap here to enter text.

11. Is there anything else you would like to share about your experience with the grant project?

Click or tap here to enter text.

12. Please attach and send any final grant project deliverables that can easily be shared, including plans, reports, assessments, community outreach materials, design documents, etc.

13. If available, please separately attach a photo or two that illustrates the project's final outcome or a significant milestone, event, or community meeting along the way. Please provide a caption below for each photo so we may use them in Partnership materials.

Click or tap here to enter text.

14. Please provide a final account of the project's expenditures compared to the budget proposed in the grant application. "Other Funds" may include local funds, in-kind match, other grants, or Efficiency Maine incentives.

	Proposed grant funds	Grant funds expended	Other funds expended	Total funds expended
Task 1:				
Task 2:				
Task 3:				
Task 4:				
Task 5:				
Task 6:				
Task 7:				
(add tasks as needed)				
Total:				
*Difference between proposed and actual expenditures:				

***Any unspent or unused grant funds must be returned to the State of Maine.** Please make a check payable to "Treasurer State of Maine" for the unspent amount with "Community Resilience Partnership: return of funds" in the memo, and mail it to:

Governor's Office of Policy Innovation and the Future
Attn: Ashley Krulik
181 State House Station
Augusta, Maine 04333-0181

Uniform Guidance: [eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#)

Subpart C Pre-Federal Award Requirements and Contents of Federal Awards

§ 200.216 Prohibition on certain telecommunications and video surveillance equipment or services.

- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - (1) or obtain covered telecommunications equipment or services;
 - (2) and or renew a contract to procure or obtain covered telecommunications equipment or services; or
 - (3) or into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.
- (b) As described in section 889 of [Public Law 115-232](#), “covered telecommunications equipment or services” means any of the following:
 - (1) communications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
 - (2) the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - (3) communications or video surveillance services provided by such entities or using such equipment;
 - (4) communications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;
- (c) For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- (d) In implementing the prohibition under section 889 of [Public Law 115-232](#), heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.
- (e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.
- (f) For additional information, see section 889 of [Public Law 115-232](#) and [§ 200.471](#).

Subpart D Post Federal Award Requirements
§ 200.318 General procurement standards.

- (a) *Documented procurement procedures.* The recipient or subrecipient must maintain and use documented procedures for procurement transactions under a Federal award or subaward, including for acquisition of property or services. These documented procurement procedures must be consistent with State, local, and tribal laws and regulations and the standards identified in §§ 200.317 through 200.327.
- (b) *Oversight of contractors.* Recipients and subrecipients must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. See also § 200.501(h).
- (c) *Conflicts of interest.*
 - (1) The recipient or subrecipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts. No employee, officer, agent, or board member with a real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by the Federal award. A conflict of interest includes when the employee, officer, agent, or board member, any member of their immediate family, their partner, or an organization that 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 an entity considered for a contract. An employee, officer, agent, and board member of the recipient or subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors. However, the recipient or subrecipient may set standards for situations where the financial interest is not substantial or a gift is an unsolicited item of nominal value. The recipient's or subrecipient's standards of conduct must also provide for disciplinary actions to be applied for violations by its employees, officers, agents, or board members.
 - (2) If the recipient or subrecipient has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian Tribe, the recipient or subrecipient must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest mean that because of relationships with a parent company, affiliate, or subsidiary organization, the recipient or subrecipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.
- (d) *Avoidance of unnecessary or duplicative items.* The recipient's or subrecipient's procedures must avoid the acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. When appropriate, an analysis should be made between leasing and purchasing property or equipment to determine the most economical approach.
- (e) *Procurement arrangements using strategic sourcing.* When appropriate for the procurement or use of common or shared goods and services, recipients and subrecipients are encouraged to enter into State and local intergovernmental agreements or inter-entity agreements for procurement transactions. These or similar procurement arrangements using strategic sourcing may foster greater economy and efficiency. Documented procurement actions of this type (using strategic sourcing, shared services, and other similar procurement arrangements) will meet the competition requirements of this part.
- (f) *Use of excess and surplus Federal property.* The recipient or subrecipient is encouraged to use excess and surplus Federal property instead of purchasing new equipment and property when it is feasible and reduces project costs.
- (g) *Use of value engineering clauses.* When practical, the recipient or subrecipient is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering means analyzing each contract item or task to

Addendum A – Agency Uniform Guidance

ensure its essential function is provided at the overall lowest cost.

- (h) **Responsible contractors.** The recipient or subrecipient must award contracts only to responsible contractors that possess the ability to perform successfully under the terms and conditions of a proposed contract. The recipient or subrecipient must consider contractor integrity, public policy compliance, proper classification of employees (see the Fair Labor Standards Act, 29 U.S.C. 201, chapter 8), past performance record, and financial and technical resources when conducting a procurement transaction. See also § 200.214.
- (i) **Procurement records.** The recipient or subrecipient must maintain records sufficient to detail the history of each procurement transaction. These records must include the rationale for the procurement method, contract type selection, contractor selection or rejection, and the basis for the contract price.
- (j) **Time-and-materials type contracts.**
 - (1) The recipient or subrecipient may use a time-and-materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time-and-materials type contract means a contract whose cost to a recipient or subrecipient is the sum of:
 - (i) The actual cost of materials; and
 - (ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.
 - (2) Because this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the recipient or subrecipient awarding such a contract must assert a high degree of oversight to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.
- (k) **Settlement of contractual and administrative issues.** The recipient or subrecipient is responsible for the settlement of all contractual and administrative issues arising out of its procurement transactions. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the recipient or subrecipient of any contractual responsibilities under its contracts. The Federal agency will not substitute its judgment for that of the recipient or subrecipient unless the matter is primarily a Federal concern. The recipient or subrecipient must report violations of law to the Federal, State, or local authority with proper jurisdiction.
- (l) **Examples of labor and employment practices.**
 - (1) The procurement standards in this subpart do not prohibit recipients or subrecipients from:
 - (i) Using Project Labor Agreements (PLAs) or similar forms of pre-hire collective bargaining agreements;
 - (ii) Requiring construction contractors to use hiring preferences or goals for people residing in high-poverty areas, disadvantaged communities as defined by the Justice40 Initiative (see OMB Memorandum M-21-28), or high-unemployment census tracts within a region no smaller than the county where a federally funded construction project is located. The hiring preferences or goals should be consistent with the policies and procedures of the recipient or subrecipient, and must not prohibit interstate hiring;
 - (iii) Requiring a contractor to use hiring preferences or goals for individuals with barriers to employment (as defined in section 3 of the Workforce Innovation and Opportunity Act (29 U.S.C. 3102(24))), including women and people from underserved communities as defined by Executive Order 14091;

Addendum A – Agency Uniform Guidance

- (iv) Using agreements intended to ensure uninterrupted delivery of services; using agreements intended to ensure community benefits; or
- (v) Offering employees of a predecessor contractor rights of first refusal under a new contract.
- (2) Recipients and subrecipients may use the practices listed in paragraph (1) if consistent with the U.S. Constitution, applicable Federal statutes and regulations, the objectives and purposes of the applicable Federal financial assistance program, and other requirements of this part.

§ 200.319 Competition.

- (a) All procurement transactions under the Federal award must be conducted in a manner that provides full and open competition and is consistent with the standards of this section and § 200.320.
- (b) To ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids must be excluded from competing on those procurements.
- (c) Examples of situations that may restrict competition include, but are not limited to:
 - (1) Placing unreasonable requirements on firms for them to qualify to do business;
 - (2) Requiring unnecessary experience and excessive bonding;
 - (3) Noncompetitive pricing practices between firms or between affiliated companies;
 - (4) Noncompetitive contracts to consultants that are on retainer contracts; Organizational
 - (5) conflicts of interest;
 - (6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
 - (7) Any arbitrary action in the procurement process.
- (d) The recipient or subrecipient must have written procedures for procurement transactions. These procedures must ensure that all solicitations:
 - (1) Are made in accordance with § 200.319(b);
 - (2) Incorporate a clear and accurate description of the technical requirements for the property, equipment, or service being procured. The description may include a statement of the qualitative nature of the property, equipment, or service to be procured. When necessary, the description must provide minimum essential characteristics and standards to which the property, equipment, or service must conform. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to clearly and accurately describe the technical requirements, a “brand name or equivalent” description of features may be used to provide procurement requirements. The specific features of the named brand must be clearly stated; and
 - (3) Identify any additional requirements which the offerors must fulfill and all other factors that will be used in evaluating bids or proposals.
- (e) The recipient or subrecipient must ensure that all prequalified lists of persons, firms, or products used in procurement transactions are current and include enough qualified sources to ensure maximum open competition. When establishing or amending prequalified lists, the recipient or subrecipient must consider objective factors that evaluate price and cost to maximize competition. The recipient or subrecipient must not preclude potential bidders from qualifying during the solicitation period.
- (f) To the extent consistent with established practices and legal requirements applicable to the recipient or subrecipient, this subpart does not prohibit recipients or subrecipients from developing written procedures

Addendum A – Agency Uniform Guidance

for procurement transactions that incorporate a scoring mechanism that rewards bidders that commit to specific numbers and types of U.S. jobs, minimum compensation, benefits, on-the-job-training for employees making work products or providing services on a contract, and other worker protections. This subpart also does not prohibit recipients and subrecipients from making inquiries of bidders about these subjects and assessing the responses. Any scoring mechanism must be consistent with the U.S. Constitution, applicable Federal statutes and regulations, and the terms and conditions of the Federal award.

- (g) Noncompetitive procurements can only be awarded in accordance with § 200.320(c).

§ 200.320 Procurement methods.

There are three types of procurement methods described in this section: informal procurement methods (for micro-purchases and simplified acquisitions); formal procurement methods (through sealed bids or proposals); and noncompetitive procurement methods. For any of these methods, the recipient or subrecipient must maintain and use documented procurement procedures, consistent with the standards of this section and §§ 200.317, 200.318, and 200.319.

- (a) *Informal procurement methods for small purchases.* These procurement methods expedite the completion of transactions, minimize administrative burdens, and reduce costs. Informal procurement methods may be used when the value of the procurement transaction under the Federal award does not exceed the simplified acquisition threshold as defined in § 200.1. Recipients and subrecipients may also establish a lower threshold. Informal procurement methods include:

- (1) *Micro-purchases* —

- (i) *Distribution.* The aggregate amount of the procurement transaction does not exceed the micro-purchase threshold defined in § 200.1. To the extent practicable, the recipient or subrecipient should distribute micro-purchases equitably among qualified suppliers.
- (ii) *Micro-purchase awards.* Micro-purchases may be awarded without soliciting competitive price or rate quotations if the recipient or subrecipient considers the price reasonable based on research, experience, purchase history, or other information; and maintains documents to support its conclusion. Purchase cards may be used as a method of payment for micro-purchases.
- (iii) *Micro-purchase thresholds.* The recipient or subrecipient is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the recipient or subrecipient must be authorized or not prohibited under State, local, or tribal laws or regulations. The recipient or subrecipient may establish a threshold higher than the Federal threshold established in the Federal Acquisition Regulations (FAR) in accordance with paragraphs (a)(1)(iv) and (v) of this section.
- (iv) *Recipient or subrecipient increase to the micro-purchase threshold up to \$50,000.* The recipient or subrecipient may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this section. The recipient or subrecipient may self-certify a threshold up to \$50,000 on an annual basis and must maintain documentation to be made available to the Federal agency or pass-through entity and auditors in accordance with § 200.334. The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:
 - (A) A qualification as a low-risk auditee, in accordance with the criteria in § 200.520 for the

Addendum A – Agency Uniform Guidance

most recent audit;

(B) An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,

(C) For public institutions, a higher threshold is consistent with State law.

(v) *Recipient or subrecipient increase to the micro-purchase threshold over \$50,000.* Micro-purchase thresholds higher than \$50,000 must be approved by the cognizant agency for indirect costs.

The recipient or subrecipient must submit a request that includes the requirements in paragraph (a)(1)(iv) of this section. The increased threshold is valid until any factor that was relied on in the establishment and rationale of the threshold changes.

(2) *Simplified acquisitions* —

(i) *Simplified acquisition procedures.* The aggregate dollar amount of the procurement transaction is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If simplified acquisition procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources. Unless specified by the Federal agency, the recipient or subrecipient may exercise judgment in determining what number is adequate.

(ii) *Simplified acquisition thresholds.* The recipient or subrecipient is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk, and its documented procurement procedures, which may be lower than, but must not exceed, the threshold established in the FAR.

(b) *Formal procurement methods.* Formal procurement methods are required when the value of the procurement transaction under a Federal award exceeds the simplified acquisition threshold of the recipient or subrecipient. Formal procurement methods are competitive and require public notice. The following formal methods of procurement are used for procurement transactions above the simplified acquisition threshold determined by the recipient or subrecipient in accordance with paragraph (a)(2)(ii) of this section:

(1) *Sealed bids.* This is a procurement method in which bids are publicly solicited through an invitation and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid conforms with all the material terms and conditions of the invitation and is the lowest in price. The sealed bids procurement method is preferred for procuring construction services.

(i) For sealed bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders have been identified as willing and able to compete effectively for the business; and

(C) The procurement lends itself to a firm-fixed-price contract, and the selection of the successful bidder can be made principally based on price.

(ii) If sealed bids are used, the following requirements apply:

(A) Bids must be solicited from an adequate number of qualified sources, providing them with sufficient response time prior to the date set for opening the bids. Unless specified by the Federal agency, the recipient or subrecipient may exercise judgment in determining what number is adequate. For local governments, the invitation for bids must be publicly advertised.

- (B) The invitation for bids must define the items or services with specific information, including any required specifications, for the bidder to properly respond;
 - (C) All bids will be opened at the time and place prescribed in the invitation for bids. For local governments, the bids must be opened publicly.
 - (D) A firm-fixed-price contract is awarded in writing to the lowest responsive bid and responsible bidder. When specified in the invitation for bids, factors such as discounts, transportation cost, and life-cycle costs must be considered in determining which bid is the lowest. Payment discounts must only be used to determine the low bid when the recipient or subrecipient determines they are a valid factor based on prior experience.
 - (E) The recipient or subrecipient must document and provide a justification for all bids it rejects.
- (2) *Proposals.* This is a procurement method used when conditions are not appropriate for using sealed bids. This procurement method may result in either a fixed-price or cost-reimbursement contract. They are awarded in accordance with the following requirements:
- (i) Requests for proposals require public notice, and all evaluation factors and their relative importance must be identified. Proposals must be solicited from multiple qualified entities. To the maximum extent practicable, any proposals submitted in response to the public notice must be considered.
 - (ii) The recipient or subrecipient must have written procedures for conducting technical evaluations and making selections.
 - (iii) Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the recipient or subrecipient considering price and other factors; and
 - (iv) The recipient or subrecipient may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby the offeror's qualifications are evaluated, and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where the price is not used as a selection factor, can only be used to procure architectural/engineering (A/E) professional services. The method may not be used to purchase other services provided by A/E firms that are a potential source to perform the proposed effort.
- (c) *Noncompetitive procurement.* There are specific circumstances in which the recipient or subrecipient may use a noncompetitive procurement method. The noncompetitive procurement method may only be used if one of the following circumstances applies:
- (1) The aggregate amount of the procurement transaction does not exceed the micro-purchase threshold (see paragraph (a)(1) of this section);
 - (2) The procurement transaction can only be fulfilled by a single source;
 - (3) The public exigency or emergency for the requirement will not permit a delay resulting from providing public notice of a competitive solicitation;
 - (4) The recipient or subrecipient requests in writing to use a noncompetitive procurement method, and the Federal agency or pass-through entity provides written approval; or
 - (5) After soliciting several sources, competition is determined inadequate.

§ 200.321 Contracting with small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms.

- (a) When possible, the recipient or subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered as set forth below.
- (b) Such consideration means:
 - (1) These business types are included on solicitation lists;
 - (2) These business types are solicited whenever they are deemed eligible as potential sources;
 - (3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types;
 - (4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;
 - (5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (6) Requiring a contractor under a Federal award to apply this section to subcontracts.

§ 200.322 Domestic preferences for procurements.

- (a) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.
- (b) For purposes of this section:
 - (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- (c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

§ 200.323 Procurement of recovered materials.

- (a) A recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000;

procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- (b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

§ 200.324 Contract cost and price.

- (a) The recipient or subrecipient must perform a cost or price analysis for every procurement transaction, including contract modifications, in excess of the simplified acquisition threshold. The method and degree of analysis conducted depend on the facts surrounding the particular procurement transaction. For example, the recipient or subrecipient should consider potential workforce impacts in their analysis if the procurement transaction will displace public sector employees. However, as a starting point, the recipient or subrecipient must make independent estimates before receiving bids or proposals.
- (b) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that the costs incurred or cost estimates included in negotiated prices would be allowable for the recipient or subrecipient under subpart E of this part. The recipient or subrecipient may reference its own cost principles as long as they comply with subpart E of this part.
- (c) The recipient or subrecipient must not use the “cost plus a percentage of cost” and “percentage of construction costs” methods of contracting.

§ 200.325 Federal agency or pass-through entity review.

- (a) The Federal agency or pass-through entity may review the technical specifications of proposed procurements under the Federal award if the Federal agency or pass-through entity believes the review is needed to ensure that the item or service specified is the one being proposed for acquisition. The recipient or subrecipient must submit the technical specifications of proposed procurements when requested by the Federal agency or pass-through entity. This review should take place prior to the time the specifications are incorporated into a solicitation document. When the recipient or subrecipient desires to accomplish the review after a solicitation has been developed, the Federal agency or pass-through entity may still review the specifications. In those cases, the review should be limited to the technical aspects of the proposed purchase.
- (b) When requested, the recipient or subrecipient must provide procurement documents (such as requests for proposals, invitations for bids, or independent cost estimates) to the Federal agency or pass-through entity for pre-procurement review. The Federal agency or pass-through entity may conduct a pre-procurement review when:
 - (1) The recipient's or subrecipient's procurement procedures or operation fails to comply with the procurement standards in this part;
 - (2) The procurement is expected to exceed the simplified acquisition threshold and is to be awarded without competition, or only one bid is expected to be received in response to a solicitation;
 - (3) The procurement is expected to exceed the simplified acquisition threshold and specifies a “brand name” product.

- (4) The procurement is expected to exceed the simplified acquisition threshold, and a sealed bid procurement is to be awarded to an entity other than the apparent low bidder; or
 - (5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.
- (c) The recipient or subrecipient is exempt from the pre-procurement review in paragraph (b) of this section if the Federal agency or pass-through entity determines that its procurement systems comply with the standards of this part.
- (1) The recipient or subrecipient may request that the Federal agency or pass-through entity review its procurement system to determine whether it meets these standards for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding and third-party contracts are awarded regularly.
 - (2) The recipient or subrecipient may self-certify its procurement system. However, self-certification does not limit the Federal agency's or pass-through entity's right to review the system. Under a self-certification procedure, the Federal agency or pass-through entity may rely on written assurances from the recipient or subrecipient that it is complying with the standards of this part. The recipient or subrecipient must cite specific policies, procedures, regulations, or standards as complying with these requirements and have its system available for review.

§ 200.326 Bonding requirements.

The Federal agency or pass-through entity may accept the recipient's or subrecipient's bonding policy and requirements for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold. Before doing so, the Federal agency or pass-through entity must determine that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The bid guarantee must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute any required contractual documents within the specified timeframe.
- (b) A performance bond on the contractor's part for 100 percent of the contract price. A performance bond is a bond executed in connection with a contract to secure the fulfillment of all the contractor's requirements under a contract.
- (c) A payment bond on the contractor's part for 100 percent of the contract price. A payment bond is a bond executed in connection with a contract to assure payment as required by the law of all persons supplying labor and material in the execution of the work provided for under a contract.

§ 200.327 Contract provisions.

The recipient's or subrecipient's contracts must contain the applicable provisions described in Appendix II of this part.

**ARPA Addendum E – Subaward
Agreement**

Subaward

Between

The State of Maine, Governor's Office of Policy Innovation and the Future

AND

City of Portland

1. This Subaward is made by and between the State of Maine, Governor's Office of Policy Innovation and the Future (Recipient) and the City of Portland (Subrecipient).
2. Whereas, the Recipient and Subrecipient understand and agree that the funds disbursed under this Subaward may only be used for the purposes set forth in the Subrecipient's statement of work governed by NOAA Climate Resilience Regional Challenge (Federal Award).
3. Purpose of Subaward:

Capitalize the Community Resilience Partnership grant program to support community-identified risk reduction and climate resilience projects.

The awarded community will complete a community action grant to support these program goals.

4. Accounting and Award Information:

- a. Control Number: _____.
- b. Reporting Codes (include applicable FYs): _____
- c. Advantage Account Coding: ____ - ____ - ____ - ____
- d. Vendor Code: VC1000073471
- e. Subrecipient's unique entity identifier (UEI#): LZKCFAJXBAC8

ARPA Addendum E – Subaward Agreement

5. Federal Award Information:

- a. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA):

Climate Resilience Regional Challenge

Resilient Maine: Local Adaptation and Resilience Actions at a Coastwide Scale

This project will focus on reducing climate impacts through nature-based solutions, strengthening the resilience of Maine's working waterfronts, and building enduring capacity to prepare for, and respond to, climate effects on our communities, people, and economy. Activities funded through the project will include supporting underserved, rural, and tribal communities in the development and implementation of climate adaptation strategies; expanding the availability and use of technical assistance tools and training focused on flood risk, saltwater intrusion, bluff stability, and living shorelines; updating the state's regulatory framework to support climate resilience; conducting demonstration projects that incentivize regional collaboration and nature-based solutions; and strengthening the climate resilience of vulnerable public infrastructure and working waterfronts.

- b. Federal Award Identification Number (FAIN): NA24NOSX473C0106-T1-01
- c. Federal Award Date: 08/19/2024
- d. Federal Award Period of Performance and Budget Period Start and End Date: 10/01/2024 through 09/30/2029.
- e. Amount of Federal Funds Obligated by this action by the pass-through entity (the Recipient) to the Subrecipient: \$179,300.
- f. Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including the current obligation: \$179,300.
- g. Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity: \$179,300.
- h. Name of Federal awarding agency: NOAA Office for Coastal Management.
- i. Name and Email Address for State Agency Contact:
Sarah Curran, Sarah.curran@maine.gov.
- j. Assistance Listing and Name: Assistance Listing Number: 11.473. Office for Coastal Management.
- k. Is this an R&D award? Yes ☐ No ☒
- l. Indirect cost rate for the Federal award (including if the de minimis rate is charged):
10%

6. Now, therefore, for Subaward amount received or to be received, including but not limited to the performance by the Recipient and the Subrecipient (the Parties) of their respective obligations under this Subaward, the Parties hereby agree as follows:
- a. This agreement is a Subaward and it is not a contract for goods or services.
- b. The Recipient is the pass-through entity.

ARPA Addendum E – Subaward Agreement

- c. This agreement is for costs incurred between 10/01/2024
(dd/mm/yyyy) and 09/30/2029 (dd/mm/yyyy). The period of
performance will run until 09/30/2029 (dd/mm/yyyy) which will
provide Recipients a reasonable amount of time to complete projects
funded by NOAA CRRC (Federal Award).

7. The Recipient will:

- a. Perform a Risk of Noncompliance Evaluation over the Subrecipient as required by the Federal Uniform Guidance. Depending on the outcome of the Risk of noncompliance Evaluation, the Recipient may add additional requirements and/or restrictions for the use of this funding.
- b. Communicate Federal Guidance references to the Subrecipient; including reporting requirements.
- c. Communicate changes in guidance or requirements as relevant to the Subrecipient(s).
- d. Transfer funding as necessary to the Subrecipient upon receiving required information and reporting data after the first transfer.
- e. Monitor the Subrecipient.
- f. Obtain a listing of expenditures along with other reporting data as required by the NOAA Office of Coastal Management (Federal Awarding Agency).
- g. Fulfill Federal reporting responsibilities with information furnished by the Subrecipient.
- h. Add other items to this agreement as necessary to satisfy the Recipient's responsibilities to the NOAA (Federal Awarding Agency).
- i. Update this document if additional funding is approved for same purpose.
- j. Verify that the Subrecipient is audited as required by Subpart F of the Uniform Guidance when it is expected that the Subrecipient's Federal awards expended during the respective fiscal year equal or exceeded \$750,000.

8. The Subrecipient will:

- a. Use the Federal funds only for the eligible and permitted uses as included in the Federal regulations, executive orders, awarding agency specific award compliance requirements and state statute, and specifically for the purpose(s) as outlined in the Subrecipient's statement of work.
- b. Use the Federal funds obligated by this document for eligible costs incurred between 10/01/2024 (dd/mm/yyyy) and 09/30/2029 (dd/mm/yyyy.) With funds being expended, liquidated, and reimbursed by 09/30/2029 (dd/mm/yyyy).
- c. A cost is considered to have been incurred once a recipient enters into a Subaward or contract that obligates the recipient to cover that cost. Return to the State of Maine any funds that will not be fully utilized, as soon as possible, and no later than 09/30/2029 (dd/mm/yyyy.)

ARPA Addendum E – Subaward Agreement

- d. Follow the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) (the Uniform Guidance), including the cost principles and restrictions on general provisions for selected items of cost.
 - e. Unless explicitly permitted by the Federal Award, Subrecipients will not use Federal funds as non-Federal match for other Federal programs whose statute or regulations bar the use of Federal funds to meet matching requirements.
 - f. Allow Recipient and Federal auditors to audit records as necessary.
 - g. Furnish Recipient with expenditure documentation governed by the payment terms and conditions of this contract.
 - h. Follow the procurement standards in the Uniform Guidance, 2 CFR Part 200.317 through 200.327. Refer to Section 7 in this document and Addendum A.
 - i. Abide by prohibition on certain telecommunication and video surveillance services or equipment as outlined in the Uniform Guidance, 2 CFR 200.216. Refer to Addendum A.
9. Procurement, Suspension and Debarment
- a. Recipients and Subrecipients are responsible for ensuring that any procurement using SLFRF funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. The Uniform Guidance establishes in 2 CFR 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only in circumstances where at least one of the conditions below is true: the item is below the micro-purchase threshold; the item is only available from a single source; the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or after solicitation of a number of sources, competition is determined inadequate. Recipients must have and use documented procurement procedures that are consistent with the standards outlined in 2 CFR 200.317 through 2 CFR 200.320. The Uniform Guidance requires an infrastructure for competitive bidding and contractor oversight, including maintaining written standards of conduct and prohibitions on dealing with suspended or debarred parties. Your organization must ensure adherence to all applicable local, State, and Federal procurement laws and regulations.
 - b. The Subrecipient of this grant certifies that their organization and their organization's principals are not suspended or debarred from participating in covered transactions and transactions covered under the Federal Acquisition Regulation.
10. Please note that failure to comply with the restrictions on use contained in the Federal guidance may result in recoupment of funds.

**ARPA Addendum E –
Subaward Agreement**

11. Additionally, please note that Recipients and Subrecipients are the first line of defense, and responsible for ensuring the Federal award funds are not used for ineligible purposes, and there is no fraud, waste, and abuse associated with their Federal award.

12. Disclosures:

a. Required Disclosure: Recipients/Subrecipients must disclose in writing any potential conflict of interest to the State of Maine (the Uniform Guidance, 2 CFR 200.112).

i. Please disclose conflicts of interest here or include N/A Not Applicable.

N/A

b. Mandatory Disclosure: Recipients/Subrecipients must disclose, in a timely manner all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII to this part are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). (2 CFR 200.13).

i. Please disclose all violations here or include N/A, Not Applicable.

N/A

**ARPA Addendum E –
Subaward Agreement**

13. Conflicts of Interest:

- a. A Subrecipient may not use Federal funds in violation of the conflict-of-interest requirements contained in this Award, including any self-dealing or violation of ethics rules. Subrecipients are required to establish policies and procedures to manage potential conflicts of interest.

14. Signatures

For the State of Maine, ^{Governor's Office of Policy Innovation and the Future} _____ (Recipient):

Authorized State Signatory's Name Here

Date

Subrecipient Representative's Name Here

Date

Addendum F – NOAA Award Specific Federal Compliance and Reporting

Requirements per the NOAA Award Letter include:

NOAA STANDARD TERMS AND CONDITIONS.....	1
2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 1327.101	1
DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS.....	1
Bureau Financial Assistance Standard Terms and Conditions	1
Department of Commerce Pre-Award Notification Requirements for Grants and Cooperative Agreements (REF: 79FR 78390)	1
SPECIFIC AWARD CONDITIONS	2
Required Use of American Iron, Steel, Manufactured Products, and Construction Materials	2
SPECIAL CONDITIONS Inflation Reduction Act Climate Regional Resilience Challenge Awards	6
Post Award Environmental Review Process	7
Supplemental Reporting Guidance	7

NOAA STANDARD TERMS AND CONDITIONS

2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 1327.101

<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1>

DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS

<https://www.commerce.gov/oam/policy/financial-assistance-policy>

The Department of Commerce Financial Assistance Standard Terms and Conditions (ST&C) issued November 12, 2020, are incorporated by reference into this award:

<https://www.commerce.gov/oam/policy/financial-assistance-policy>

Bureau Financial Assistance Standard Terms and Conditions

Administrative Standard Award Conditions for National Oceanic and Atmospheric Administration (NOAA) Financial Assistance Awards U.S. Department of Commerce

Department of Commerce Pre-Award Notification Requirements for Grants and Cooperative Agreements (REF: 79FR 78390)

<https://www.govinfo.gov/content/pkg/FR-2014-12-30/pdf/2014-30297.pdf>

SPECIFIC AWARD CONDITIONS

Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Buy America Preference. Recipients of an award of Federal financial assistance from the Department of Commerce (Department) for a program for infrastructure are hereby notified that none of the funds provided under this award may be used for an infrastructure project 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 that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; 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 construction materials standards are listed below.

Incorporation into an infrastructure project. 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.

Categorization of articles, materials, and supplies. An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii) Manufactured products; (iii) Construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated.

Application of the Buy America Preference by category. An article, material, or supply incorporated into an infrastructure project must meet the Buy America Preference for only the single category in which it is classified.

Determining the cost of components for manufactured products. In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, use the following instructions:

- a. For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- b. For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (a), plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product.

Construction material standards. The Buy America Preference applies to the following construction materials incorporated into infrastructure projects. Each construction material is followed by a standard for the material to be considered “produced in the United States.” Except as specifically provided, only a single standard should be applied to a single construction material.

- 1. Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.
- 2. Plastic and polymer-based products. All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.
- 3. Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.
- 4. Fiber optic cable (including drop cable). All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.
- 5. Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.
- 6. Lumber. All manufacturing processes, from initial debarking through treatment and planing, occurred in the United States.
- 7. Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.
- 8. Engineered wood. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

Waivers

When necessary, recipients may apply for, and the Department may grant, a waiver from these requirements.

To help federal agencies and recipients meet BABA requirements, the U.S. Department of Commerce, National Institute for Standards and Technology (NIST), Hollings Manufacturing Extension Partnership (MEP) National Network™ provides a service to connect stakeholders, including recipients, to U.S. manufacturers that have relevant production capabilities and capacities to help fulfill current market

and supply chain needs. Recipients considering a BABA nonavailability waiver are strongly encouraged to contact the NIST/MEP for assistance with supplier scouting services prior to seeking a BABA nonavailability waiver. Further information on the NIST/MEP supplier scouting services is available at: <https://nist.gov/mep/supply-chain/supplier-scouting>.

When the Department has made a determination that one of the following exceptions applies, the awarding official may waive the application of the Buy America Preference in any case in which the Department determines that:

applying the Buy America Preference would be inconsistent with the public interest (public interest waiver);

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 (nonavailability waiver); or

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 (unreasonable cost waiver).

A request to waive the application of the Buy America Preference must be in writing. The Department 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 on the Department's Build America, Buy America website found at <https://www.commerce.gov/oam/build-america-buy-america>.

Definitions

"Buy America Preference" means the "domestic content procurement preference" set forth in section 70914 of the Build America, Buy America Act, which requires the head of each Federal agency to ensure that none of the funds made available for a Federal award for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States.

"Construction materials" means articles, materials, or supplies that consist of only one of the items listed in paragraph (1) of this definition, except as provided in paragraph (2) of this definition. To the extent one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material. 1. The listed items are: i. Non-ferrous metals; ii. Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); iii. Glass (including optic glass); iv. Fiber optic cable (including drop cable); v. Optical fiber; vi. Lumber; vii. Engineered wood; and viii. Drywall. 2. Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

"Infrastructure" means public infrastructure projects in the United States, which includes, at a minimum, the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight

railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging.

“Infrastructure project” means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States regardless of whether infrastructure is the primary purpose of the project. See also paragraphs (c) and (d) of 2 CFR 184.4.

“Iron or steel products” means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.

“Manufactured products” means: 1. Articles, materials, or supplies that have been: i. Processed into a specific form and shape; or ii. Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies. 2. If an item is classified as an iron or steel product, a construction material, or a Section 70917(c) material under 2 CFR 184.4(e) and the definitions set forth in 2 CFR 184.3, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under 2 CFR 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or Section 70917(c) materials.

“Predominantly of iron or steel or a combination of both” means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

“Section 70917(c) materials” means cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. See Section 70917(c) of the Build America, Buy America Act.

IMPLEMENTATION OF DOMESTIC SOURCING REQUIREMENT

Prior to initiation of any construction that may arise in this award, the Recipient is required to inform the NOAA Grants Officer and the Federal Program Officer whether it is using iron, steel, manufactured products, or construction materials as described in the Specific Award Condition in this award on Required Use of American Iron, Steel, Manufactured Products, and Construction Materials. In addition, the Recipient is required to inform the NOAA Grants Officer and the Federal Program Officer whether those materials are produced or manufactured in the United States, or alternatively, it is requesting one or more waivers, as described in the award condition. The Recipient is required to coordinate with NOAA regarding its compliance with this Term.

SIGNS (BIL/IRA)

The Recipient is responsible for constructing, erecting, and maintaining in good condition throughout the construction period a sign(s) satisfactory to NOAA that identifies the project and indicates that the project is Federally funded by the Bi-Partisan Infrastructure Law, and/or the Inflation Reduction Act (IRA). NOAA may require that the recipient maintain a permanent plaque or sign at the project site with

the same or similar information. The temporary and permanent proposed signage implementation plans must be submitted to and approved by NOAA prior to installation.

SPECIAL CONDITIONS Inflation Reduction Act Climate Regional Resilience Challenge Awards

A. Implementing Project Activities: Prior to implementing a project activity developed as part of a planning activity funded under this award, the applicant must ensure that the work will be conducted in accordance with appropriate Federal, state and local laws.

B. Field Work: The applicant must ensure that any field work conducted as part of educational, training or volunteer programs/activities will be conducted in accordance with appropriate Federal, state and local laws and will follow recognized best practices for minimizing impacts to the human and natural environment.

C. Safety: The Recipient is responsible for safety in the project, including the safety of project personnel, associates, visitors, and volunteers. In addition, for any Self-Contained Underwater Breathing Apparatus (SCUBA) diving activities in a project, it is the responsibility of the Recipient to ensure that SCUBA divers are certified to a level commensurate with the type and conditions of the diving activity being undertaken. Furthermore, it is the responsibility of the Recipient to ensure that any SCUBA diving activities under this award meet, at a minimum, all applicable Federal, State, and local laws and regulations pertaining to the type of SCUBA diving being undertaken.

D. Uncrewed Aircraft Systems: If this project involves Unoccupied Aircraft Systems (UAS or drone technology), the Recipient is responsible for coordinating with the Federal Program Officer regarding any applicable policies and standards in NOAA's Office of Marine and Aviation Operations (OMAO) Handbook (June 2022, and any updates). See <https://www.oma.noaa.gov/learn/aircraft-operations/aircraft/uncrewed-aircraft-systems>. In addition, for any UAS activities in a project, it is the responsibility of the Recipient to ensure it has complied with applicable federal/state/local laws and have the appropriate permits in hand prior to conducting drone operations.

E. Supplemental Guidance on Acknowledgement of Sponsorship for Climate Regional Resilience Challenge Awards: The following provision supplements the Department of Commerce Financial Assistance Standard Terms and Conditions G.05 and the Environmental Data and Publications Special Award Condition in this award: The cover of the title page of all reports, studies, or other documents, published or distributed electronically or hard copy, and acknowledgement pages of websites and web pages, that are supported in whole or in part by this award or any subawards shall acknowledge the financial assistance provided by the Inflation Reduction Act administered by the Office for Coastal Management, National Oceanic and Atmospheric Administration.

F. International Travel: Consistent with Department of Commerce Financial Assistance Standard Term and Condition G.05.d., all international travel is required to comply with the regulations set forth in the Fly America Act, 49 U.S.C. 40118.

G. Subaward and Contract Extensions: The Recipient is responsible for administering any requests for extensions of performance periods for any approved subaward or contract up to, but not beyond, the full Federal award period without prior approval by NOAA. NOAA must be notified in writing of any such task extension in semi-annual performance reports.

H. Funding Acknowledgment Sign: For any property restored or acquired under the award, the Recipient shall cause to be erected at the property a permanent plaque or sign satisfactory to NOAA that identifies the project and credits the "National Oceanic and Atmospheric Administration through the Inflation Reduction Act" as a funding source.

The Recipient's final project report shall include photographs of the sign installed at the property as evidence that this award condition has been met.

I. Meeting Attendance: Applicants should allocate travel funds for any necessary coordination meetings at regional or national levels. Applicants should budget travel costs for up to two representatives of each collaborative to participate in three national Climate Regional Resilience Challenge program meetings during the period of performance.

Post Award Environmental Review Process

National Environmental Policy Act (NEPA) Requirements for Change of Scope: Under Department of Commerce Standard Terms and Conditions G.04.a., the Recipient is required to identify to NOAA any impact the award will have on the quality of the human environment, and assist NOAA in complying with NEPA and associated environmental laws and policies. For any tasks or sub-tasks with a Special Award Condition attached requiring further NOAA Office for Coastal Management review prior to full approval, the Office for Coastal Management will review these tasks to determine the appropriate level of National Environmental Policy Act analysis, and if additional information is necessary.

If the scope of an award amendment has changed from the original grant scope (e.g., funding is being awarded for additional construction not originally considered), then NOAA will consider if the change implicates the National Environmental Policy Act even if it was considered in the original award of the grant. A Categorical Exclusion, Environmental Assessment, or Environmental Impact Statement may be prepared for grant amendments, depending on scope of the amendment and what type of analysis is appropriate. For additional grant cycle steps, such as the release of funds, cost extensions, and other administrative steps that do not change the scope of the original grant award where NEPA was conducted, a NEPA review will not need to be conducted again.

NOAA may require additional information to fulfill post award NEPA and environmental compliance review requirements. If NOAA determines that an environmental assessment is required, applicants may also be required to assist in drafting the assessment. Applicants may also be required to cooperate with NOAA in identifying and implementing feasible measures to reduce or avoid any identified adverse environmental impacts of their proposal.

Supplemental Reporting Guidance

This Special Award Condition supplements reporting requirements in 2 C.F.R. 200.328-200.330, the Department of Commerce Standard Terms and Conditions and NOAA Administrative Standard Award Conditions.

a. Format: Performance reports shall address the subject areas specified in Office for Coastal Management, FY 2024 Inflation Reduction Act Funding Performance Report Guidelines , which is available from the NOAA Office for Coastal Management and may be attached to this award.

b. NOAA will coordinate with the recipient to develop performance metrics that will be used to evaluate the implementation of the projects. Additionally NOAA will work with all CRRC recipients to develop

resilience metrics for the CRRP program to evaluate the impact of adaptation efforts to build coastal resilience.



SERVICE CONTRACT

DATE: 8/8/2025	CONTRACT AMOUNT: \$179,300.00
ADVANTAGE CONTRACT #:	
DEPARTMENT AGREEMENT #:	
START DATE: 8/28/2025	END DATE: 5/14/2027

This Contract is between the following State of Maine Department and Provider:

STATE OF MAINE DEPARTMENT		
DEPARTMENT NAME: Governor's Office of Policy Innovation and the Future		
ADDRESS: 181 State House Station		
CITY: Augusta	STATE: ME	ZIP CODE: 04333
PROVIDER		
PROVIDER NAME:		
ADDRESS:		
CITY:	STATE:	ZIP CODE:
PROVIDER'S VENDOR CUSTOMER #:		

Each signatory below represents that the person has the requisite authority to enter into this Contract.

Department Representative:

Provider Representative:

BY: Signature **Name and Title**

Date

BY: Signature **Name and Title**

Date

The contract is fully executed when all parties sign and funds have been encumbered. Upon final approval by the Office of State Procurement Services, a case details page will be made part of this contract.

DEPARTMENT AND PROVIDER POINT OF CONTACT

CONTRACT ADMINISTRATOR: The following person is designated as the Contract Administrator on behalf of the Department for this Contract. All financial reports, invoices, correspondence and related submissions from the Provider as outlined in Rider A, Reports, shall be submitted to:

NAME: Ashley Krulik		
EMAIL: Ashley.Krulik@maine.gov	TELEPHONE: 207-816-2717	
ADDRESS: 181 State House Station		
CITY: Augusta	STATE: ME	ZIP CODE: 04333

PROGRAM ADMINISTRATOR: The following person is designated as the Program Administrator. This person will be able to respond to routine questions pertaining to the Contract; they will not be able to alter the scope of the Contract.

NAME: Ashley Krulik		
EMAIL: Ashley.Krulik@maine.gov	TELEPHONE: 207-816-2717	
ADDRESS: 181 State House Station		
CITY: Augusta	STATE: ME	ZIP CODE: 04333

PROVIDER CONTACT: The following person is designated as the Contact Person on behalf of the Provider for this Contract. All contractual correspondence from the Department shall be submitted to:

NAME:		
EMAIL:	TELEPHONE:	
ADDRESS:		
CITY:	STATE:	ZIP CODE:

TABLE OF RIDERS

The following riders are hereby incorporated into this Contract and made part of it by reference. *(Riders A, B, and G are required. Check all others that apply.)*

☐	Funding Rider
☒	Rider A – Scope of Work
☒	Rider B – Terms and Conditions
☐	Rider C - Exceptions
☐	Rider D – Included at Department’s Discretion
☐	Rider E – Included at Department’s Discretion
☐	Rider F – Included at Department’s Discretion
☒	Rider G – Identification of Country in Which Contracted Work will be Performed
☐	Business Associate Agreement – Included at Department’s Discretion
☒	Appendix A – Signed Award Confirmation Package, includes signed Award Confirmation Letter, approved Community Action Grant Application, and Program Statement
☒	Appendix B – Quarterly and Final Performance Report Template
☒	Appendix C – Addendum A, Agency Uniform Guidance for Federal Awards 2025
☒	Appendix D – signed Addendum E - Sub-Award Form
☒	Appendix E - Addendum F - Federal Compliance and Reporting

FUNDING RIDER

Internal Purposes Only

CODING: (Departments - Attach separate sheet as needed for additional coding.)

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	APPR FUNDING	FISCAL YEAR
\$									

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	APPR FUNDING	FISCAL YEAR
\$									

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	APPR FUNDING	FISCAL YEAR
\$									

FUNDING TOTAL: \$

The sources of funds and compliance requirements for this Contract follow:

State General Fund \$
Dedicated/Special Revenue \$
Federal Funds \$

RIDER A: SCOPE OF WORK

TABLE OF CONTENTS

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

I. ACRONYMS/DEFINITIONS:

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

COMMONLY KNOWN ACRONYMS AND DEPARTMENT ABBREVIATIONS	
BAA	Business Associate Agreement
Contract	Formal and legal binding agreement
Department	State of Maine Department Entering into this Contract. For the purposes of this contract, Department will refer to the Maine Governor's Office of Policy Innovation and the Future for the purposes of this Contract. The Department is the Prime Recipient.
Provider	Organization providing services under this Contract. The Provider is the Subrecipient.
State	State of Maine

OTHER ACRONYMS, ABBREVIATIONS, AND DEFINITIONS RELATED TO THE FLOW DOWN OF FEDERAL FUNDING	
CAG	Community Action Grant
CRRC	Climate Resilience Regional Challenge Grant
Contractor or Subcontractor	A legal entity contracted by the Subrecipient to provide goods and/or services within normal business operations, provides similar goods or services to many different purchasers, operates in a competitive environment, provides goods or services that are ancillary to the operation of the Federal program.
NEPA	National Environmental Policy Act
NOAA	National Oceanic and Atmospheric Administration
Prime Recipient	The entity which received an award or agreement directly from NOAA to carry out an activity under a

	federal program. The term recipient does not include Subrecipient. For the purposes of this contract, the Prime Recipient is the Maine Governor's Office of Policy Innovation and the Future.
Subrecipient	An entity that receives a subaward from the Prime Recipient under this Award and is accountable to the Prime Recipient for the use of the Federal funds provided by the Subaward. For the purposes of this contract, the Subrecipient of the Federal funding is the same as the Provider.
Subaward	A legal instrument to provide support for the performance of any portion of the substantive project or program for which the Prime Recipient received this Award and that the Prime Recipient awards to an eligible Subrecipient

II. INTRODUCTION/OVERVIEW:

The purpose of this Contract is to subaward federal funding to Maine municipalities through the Community Resilience Partnership. Funding for the grant is provided to the state by the National Oceanic and Atmospheric Administration (NOAA) Climate Resilience Regional Challenge (CRRC) Grant. Further, this contract establishes the role of the Department, the "Prime Recipient," and the role of the Provider, the "Subrecipient," in the Federal reporting process.

The Prime Recipient shall:

- a) Communicate federal guidance references to the Subrecipient; including reporting requirements.
- b) Communicate changes in guidance or requirements as relevant to the Subrecipient's Subaward when notified by NOAA.
- c) Issue the awarded grant amount in full at the start of the grant period.
- d) Monitor the Subrecipient.
- e) Obtain a listing of expenditures along with other required reports on a quarterly basis as required by NOAA.
- f) Fulfill federal reporting responsibilities with information furnished by the Subrecipient.

The Subrecipient shall:

- a) Use the NOAA funding only for the eligible and permitted uses as included in the *Resilient Maine* CRRC Grant proposal and specifically for the purpose(s) as outlined in the Subrecipient's statement of work governed by the approved Community Action Grant (CAG) application. Refer to Appendix A.
- b) Use the NOAA funds obligated by this document for eligible costs incurred between the start and end dates.

- c) Follow the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and federal flow down requirements.
- d) Furnish the Department with all required reports on a quarterly basis that demonstrate the progress toward completion of the purpose(s) as outlined in the Subrecipient's statement of work.
- e) Return any unspent or unused funds to the Department at the end of the grant period.

III. DELIVERABLES:

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

- Overview: NOAA's CRRC Grant funds are being used to protect Maine's communities, environment, and working waterfronts from extreme storms, flooding, and rising sea levels, by implementing three integrated climate resilience-building strategies that advance the recommendations outlined in [Maine Won't Wait \(PDF\)](#), Maine's Climate Action Plan, and collectively build the capacity of underserved, rural, and Tribal communities. Strategies include: build enduring community resiliency, reduce climate impacts through nature-based solutions and investments in green infrastructure, and strengthen the resilience of working waterfronts.
- See Appendix A for approved project deliverables.

IV. REPORTS:

A. Required Reports

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

	Name of Report	Description or Appendix #:
1.	Quarterly and Final Performance Report	Appendix B

B. Reporting Schedule for Above Listed Required Reports

The Subrecipient shall submit all of the reports listed in the table below to the Department in accordance with the deadlines established within the table:

	Name of Report:	Period Captured by Report:	Due Date:
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1.	Quarterly and Final Performance Report	Quarterly	Within 15 days of the quarterly reporting period (April 15, July 15, October 15, January 15)
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The Provider understands that the reports are due within the timeframes established.

As the Prime Recipient of the Federal grant, the Department is required to submit comprehensive project reports to NOAA within 30 days of the end of each 6-month period. Failure of the Subrecipient to provide the required reports within the timeframes established affects the Prime Recipient's ability to submit timely reports to NOAA.

The Subrecipient further agrees to submit such other data and reports as may be requested by the Contract Administrator. The Subrecipient shall submit all data and reports to the Contract Administrator listed in section "DEPARTMENT AND PROVIDER POINTS OF CONTACT" of this Contract. For any reports required to be submitted directly to other parties, the Subrecipient shall copy the Contract Administrator on these communications.

RIDER B: TERMS AND CONDITIONS

1. **INVOICES AND PAYMENT**. Department will pay the Provider in upfront quarterly installments per the Provider's estimated expected costs requested within the quarterly report.

2. **BENEFITS AND DEDUCTIONS**. If the Provider is an individual, the Provider understands and agrees that they are an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for their Income Tax records.

3. **INDEPENDENT CAPACITY**. In the performance of this Contract, the parties hereto agree that the Provider, and any agents and employees of the Provider, shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.

4. **DEPARTMENT'S REPRESENTATIVE**. The Contract Administrator shall be the Department's representative during the period of this Contract. The Contract Administrator has authority to curtail services if necessary to ensure proper execution. They shall certify to the Department when payments under the Contract are due and the amounts to be paid. They shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.

5. **CHANGES IN THE WORK**. The Department may order changes in the work, the Contract Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Procurement Review Committee. Said amendment must be effective prior to the execution of the changed work.

6. **SUB-CONTRACTORS.** The Provider may not enter into any subcontract for the work to be performed under this Contract without the express written consent of the Department. This provision shall not apply to contracts of employment between the Provider and its employees.

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

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

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

8. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Contract, the Provider certifies as follows:

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

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

- B. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Contract, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, familial status, ancestry, age, physical or mental disability, sexual orientation, or gender identity.

- C. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining Contract, or other Contract or understanding, whereby it is furnished with labor for the performance of this Contract a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- D. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine

Human Rights Commission, EEOC, Office of Civil Rights, etc.) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.

- E. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.
- F. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each Subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

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

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

- 10. EMPLOYMENT AND PERSONNEL.** The Provider shall not engage on a full-time, part-time or other basis during the period of this Contract, any executive employee who participated in any way in the solicitation, award or administration of this Contract according to [Title 5 MRS §18-A, \(2\)](#) and in harmony with [Title 17 MRS §3104](#). Any contract made in violation of these sections is void.

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

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

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

- 12. ACCESS TO RECORDS.** As a condition of accepting a Contract for services under this section, a Provider must agree to treat all records, other than proprietary information, relating to personal

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

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

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

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

- 14. GOVERNMENTAL REQUIREMENTS.** The Provider warrants and represents that it will comply with all applicable governmental ordinances, laws and regulations.

- 15. GOVERNING LAW.** This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought in the State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

- 16. STATE HELD HARMLESS.** The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all third party claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.

17. NOTICE OF CLAIMS. The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to this Contract or which may affect the performance of duties under this Contract, and prompt notice of any claim made against the Provider by any Subcontractor which may result in litigation related in any way to this Contract or which may affect the performance of duties under this Contract.

18. APPROVAL. This Contract must be approved by the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.

19. INSURANCE REQUIREMENT. The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Contract with adequate liability coverage to protect itself and the Department from suits. Providers insured through a “risk retention group” insurer prior to July 1, 1991, may continue under that arrangement. Prior to or upon execution of this Contract, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.

- A. Other Provisions - Unless explicitly waived by the Department, the insurance policies shall contain, or be endorsed to contain, the following provisions:
 - i. The Provider’s insurance coverage shall be the primary and contributory. Any insurance or self-insurance maintained by the Department for its officers, agents, and employees shall be in excess of the Provider's insurance and shall not contribute to it.
 - ii. The Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - iii. The Provider shall furnish the Department with certificates of insurance, and with those endorsements, if any, affecting coverage, required by these Insurance Requirements. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Department before this Contract commences. The Department reserves the right to require complete, certified copies of all required insurance policies at any time.
 - iv. All policies should contain a revised cancellation clause allowing thirty (30) days notice to the Department in the event of cancellation for any reason, including nonpayment.
 - v. The Department will not grant the Provider, or any sub-contractor of the Provider, “Additional Insured” status and the Department will not grant any Provider a “Waiver of Subrogation”.

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

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

thereof had been omitted.

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

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

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

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

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

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

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

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

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

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

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

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

30. CONFIDENTIALITY.

- A. Subject to the Maine Freedom of Access Act (FOAA), [Title 1 M.R.S. §400](#) et seq., "confidential information" means non-public information designated as protected from disclosure under state or federal law. Confidential information given to the Provider by the Department, or acquired by the Provider on behalf of the Department, whether in verbal,

written, electronic, or any other format, shall be subject to the requirements herein. The term “confidential information” does not include any information or documentation that is subject to disclosure under FOAA.

- B. In conformance with applicable Federal and State statutes, regulations, and ethical standards, the Provider and the Department shall take all necessary steps to protect confidential information regarding all persons served by the Department, including the proper care, custody, use, and preservation of records, papers, files, communications, and any such items that may reveal confidential information about persons served by the Department, or whose information is utilized in order to accomplish the purposes of this Contract.
 - C. In the event of a breach of this confidentiality provision, the Provider shall notify the Contract Administrator immediately.
 - D. The Provider shall comply with the [Maine Public Law, Title 10, Chapter 210-B \(Notice of Risk to Personal Data Act\)](#).
- 31. TARIFFS.** Any price increases implemented by the provider due to the imposition of tariffs shall remain in effect only for the duration that such tariffs are in place. In the event of the repeal or reduction of any applicable tariff(s), the provider shall immediately return to the original price list or make a proportional reduction in the price to reflect the decrease in tariff(s). Price adjustments under this clause shall be made in good faith and without undue delay upon confirmation via documents reflecting tariff changes.

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

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

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

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

Notification of Changes to the Information:

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

APPENDIX A



STATE OF MAINE
GOVERNOR'S OFFICE OF POLICY
INNOVATION AND THE FUTURE

Janet T. Mills
Governor

Sarah Curran
Director

AWARD CONFIRMATION

August 8, 2025

Danielle West
City Manager
389 Congress Street
Portland, ME 04101

CAG2024-5: Award confirmation for Community Resilience Partnership Community Action Grant

Dear Ms. West:

This letter is in regard to the Program Statement issued by the State of Maine Governor's Office of Policy Innovation and the Future (GOPIF) for the Community Resilience Partnership Community Action Grant. The Office is pleased to confirm your award in the amount of \$179,300.00

To accept this award and indicate your organization's good faith intention to satisfy the roles, deliverables, timelines, and outcomes set forth in the scope of work, sign below and return to GOPIF.

The grant performance period is August 28, 2025 to May 14, 2027. Quarterly reports are due 15 days after the close of the preceding quarter (Quarters: 1/1–3/31; 4/1–6/30; 7/1–9/30; 10/1–12/31). A final report is due 30 days after the end of the grant period. The State of Maine reserves the right to reclaim any or all of the grant award in the event that the Department deems a good faith effort has not been made by the awardee.

This Community Action Grant is funded through the *Resilient Maine* climate resilience grant funded through the National Oceanic and Atmospheric Administration (NOAA) Climate Resilience Regional Challenge. This is a federal program and therefore this grant project must comply with all federal guidelines established by the NOAA Office of Coastal Management, including the National Environmental Policy Act (NEPA) and Environmental Compliance. Any desired change in scope during the grant period must be communicated to the Community Resilience Partnership Program Manager for approval prior to conducting any work not included in the attached approved scope of work.

Attached to this letter you will find copies of the Program Statement, your application (which serves as the scope of work), the quarterly reporting template, and the federal terms and conditions. By signing this document, the applicant agrees to the program scope of work, budget, and all the attached federal terms and conditions.

Ashley Krulik is the point of contact for your grant and can be contacted by phone at (207)-816-2717 or email at ashley.krulik@maine.gov. Thank you for your interest in doing business with the State of Maine.

Sincerely,

Sarah Curran

Sarah Curran
Director, Governor’s Office of Policy Innovation and the Future

To confirm acceptance of this grant award and commit to the roles, deliverables, timeline, and outcomes in your attached scope of work, please sign, date, and return to Ashley Krulik at GOPIF. Thank you.

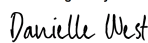
_____	_____	_____
Authorized Signature	Name	Date

State of Maine
Governor's Office of Policy Innovation and the Future
APPLICATION COVER PAGE
CAG2024-5
Community Resilience Partnership Community Action Grant

Applicant's Organization Name:		City of Portland, ME	
Chief Executive - Name/Title:		Danielle West, City Manager	
Tel:	207-756-8288	E-mail:	dwest@portlandmaine.gov
Headquarters Street Address:		389 Congress St	
Headquarters City/State/Zip:		Portland, Maine, 04101	
(Provide information requested below if different from above)			
Lead Point of Contact for Application - Name/Title:		Troy Moon	
Tel:	207-756-8362	E-mail:	thm@portlandmaine.gov
Headquarters Street Address:		389 Congress Street	
Headquarters City/State/Zip:		Portland, ME 04101	

- This Application and the pricing structure contained herein will remain firm for a period of one hundred eighty (180) days from the date and time of the bid opening.
 - No personnel currently employed by the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Applicant's Application.
- No attempt has been made, or will be made, by the Applicant to induce any other person or firm to submit or not to submit an Application.
- The above-named organization is the legal entity entering into the resulting contract with the Department should they be awarded the contract.
- The undersigned is authorized to enter contractual obligations on behalf of the above-named organization.

To the best of my knowledge, all information provided in the enclosed application, both programmatic and financial, is complete and accurate at the time of submission.

Name (Print): Danielle West	Title: City Manager
Authorized Signature: DocuSigned by:  A4546612E752416...	Date: 6/23/2025

State of Maine
Department of Governor's Office of Policy Innovation and the Future
DEBARMENT, PERFORMANCE, & NON-COLLUSION CERTIFICATION
CAG2024-5

Community Resilience Partnership Community Action Grant

By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this proposal:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:*
 - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or contract.*
 - ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.*
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification.*
- d. Have not within a three (3) year period preceding this proposal had one or more federal, state, or local government transactions terminated for cause or default.*
- e. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*

Failure to provide this certification will result in the disqualification of the Applicant's Application.

Name (Print): Danielle West	Title: City Manager
Authorized Signature: DocuSigned by:  A4546612E752416...	Date: 6/23/2025

State of Maine
Governor’s Office of Policy Innovation and the Future
APPLICATION FORM
CAG2024-5
Community Resilience Partnership Community Action Grant

In responding to each Criteria below, Applicants should refer to the information provided in the corresponding areas of the 2.5 Application Guidelines and Required Format section in the Program Statement. Applicants must use this application to respond to all desired information outlined here and in the Program Statement.

Criteria 1: Eligibility and Applicant Information

Applicant’s Organization Name:	City of Portland
Applicant’s Organization is a:	☐ Municipality ☐ Tribal Government ☐ Township, plantation, or unorganized territory ☐ Service provider organization ☒ This is a joint application for a Group of Communities (if applicable).
Is applicant(s) currently enrolled in the Community Resilience Partnership?	☒ yes or ☐ enrolling simultaneously
In partnership with: Letters of Support must be provided with Application.	List Partners (if any)
	City of South Portland, Maine
	Gulf of Maine Research Institute

Criteria 2: Previous Community Action Grant status

Is this the community's first application to the Community Action Grant?	☐ yes or ☒ no (If yes, skip the rest of this section.)
Does your community have an active Community Action Grant from a previous round?	☒ yes ☐ no (If no, skip the rest of this section)
Has an extension ever been requested for the active grant?	☒ yes or ☐ no
If this grant application is successful, what specific steps will the community take to ensure both grants are completed on-time?	CAG2022-2 received an extension and was recently completed within its updated timeframe. CAG2023-3 is still active and on track to be completed on time. If this application (CAG2024-5) is successful, we anticipate soliciting an RFP for a contractor as soon as the grant is awarded and accepted. The RFP will outline specific project time frames and deadlines. The City will work directly with the contractor to ensure we meet those contractually obligated deadlines.

Criteria 3: Community Characteristics

Complete the table describing the characteristics of the community. See the Program Statement document (Section C. of 2.5 Application Guidelines and Required Format) for information and instructions for completing this table. If this is a multi-community application, use the additional rows for each of the communities in the Group.

Community Name	Community Type (Municipality, Tribal Government, Plantation, Township, or	County	Population	Social Vulnerability (low, medium, high)

	Unorganized territory)			
Portland, Maine	Municipality	Cumberland	68,408	high
South Portland, Maine	Municipality	Cumberland	26,840	high

Criteria 4: Maine Won't Wait Strategy and Action(s)

Project Title
One Climate Future Risk Based Asset Management Tool Project (RBAMT)

For no-match grants, which Maine Won't Wait strategy and action(s) does the project seek to implement?

For grants to support other community-defined climate priorities, applicants must describe the project and how it meets the goals of Maine Won't Wait and complete the cost-share table in the budget worksheet below.

The development of the One Climate Future Risk Based Asset Management Tool (RBAMT) aligns directly with **Strategy Area G: Invest in Climate-Ready Infrastructure**. It seeks to build on data gathered as part of the One Climate Future Climate Vulnerability Assessment by incorporating all of the datasets into a single, GIS-based tool. Importantly, it provides decision-makers with new information by updating the vulnerability assessment using data from the hydrodynamic flood model for Portland and South Portland. The completed tool will help each City develop a Capital Investment Plan that a) identifies vulnerable municipal/tribal facilities and assets, and b) prioritizes resilience in improvements and/or new construction.

Criteria 5: Scope of Work

Project Description

Describe the proposed project, including a list of the specific tasks and the final deliverables (for example, the number of heat pumps installed or the components of a plan to be developed) resulting from the work.

Summary: The proposed One Climate Future RBAMT will create a risk-based asset management platform for the cities of Portland and South Portland as recommended in our climate action plan. This important tool will guide decisions about community investments and policy decisions that address climate vulnerabilities identified in the One Climate Future Climate Vulnerability Assessment.

Background: In November 2020, the City Councils of Portland and South Portland adopted a joint climate action plan called One Climate Future (OCF). The result of an 18-month process of data gathering, analysis, and community engagement, the plan identified 68 strategies in four focus areas: Buildings and Energy, Transportation and Land Use, Waste Reduction, and Climate Resilience. To inform the plan, the OCF team commissioned [a comprehensive climate vulnerability assessment](#) that categorized a wide range of hazards that may damage infrastructure, endanger residents, and disrupt the local economy as Maine experiences the impacts of climate change.

Since adoption, both cities have made significant progress in implementing actions and policies recommended in the plan. These include recommendations from the Climate Resilience section:

Portland:

- Adoption of a coastal resilience overlay zone that requires new construction and significant renovations in areas at risk of inundation to raise ground floors and base flood elevations to avoid impacts from coastal flooding,
- Amending technical design standards for new construction to mitigate the impact of urban heat and better manage stormwater,
- Implementing green infrastructure solutions to manage stormwater
- Implementing a sustainable neighborhoods program to build social resilience.

South Portland:

- Creation of a robust [web-based engagement platform](#) and completion of walking tours, workshops, and surveys to inform input for the City's Comprehensive Plan update,
- Adoption of soil quality standards for new development and completion of second annual Resilient Yards program to improve ecosystem health,

- Development of a Coastal Resilience Solutions Assessment project to assess a range of strategies for building coastal resilience at six sites along the City’s waterfront; work to begin in January 2025,
- Development of a Coastal Resilience Overlay Zone that will require new construction and significant renovations in areas at risk of inundation to include resiliency measures; work to begin in January 2025.

A full summary of the status of recommended actions is available at www.oneclimatefuture.org along with the full plan, the One Climate Future climate vulnerability assessment, and backup materials. It will be updated in January 2025.

We propose to implement a key recommendation in OCF yet to be accomplished – to develop a risk-based asset management system for critical infrastructure. As noted in the document:

Portland and South Portland will adopt a risk-based transportation asset management approach to develop more advanced protocols to protect, maintain, and adapt transit infrastructure with climate change.

Transportation asset management (TAM) is a process for using financial and engineering data and modeling to optimize how a city systematically and strategically allocates resources for operating, maintaining, upgrading, and expanding transportation assets. Risk-based transportation asset management involves incorporating external factors—and specifically climate projections—into those calculations and investment decisions. (One Climate Future, p. 246)

We will expand this management tool beyond transportation to include the full range of public infrastructure including City-owned sewer and stormwater assets, public buildings, and publicly owned marine infrastructure such as piers and seawalls.

This tool will be made more powerful because we will be able to incorporate data from the recently completed hydrodynamic flood model that covers the entirety of the Portland and South Portland waterfront. This advanced tool models parcels at risk of inundation in the future with 3.9 feet of sea level rise in combination with a 1% storm surge event. This corresponds to the “prepare to manage” sea level rise scenario that Portland and South Portland adopted as part of One Climate Future, and aligns with Maine Won’t Wait’s projection. It has a 1-meter resolution that provides precise detail about how sea level rise and storm surge will interact

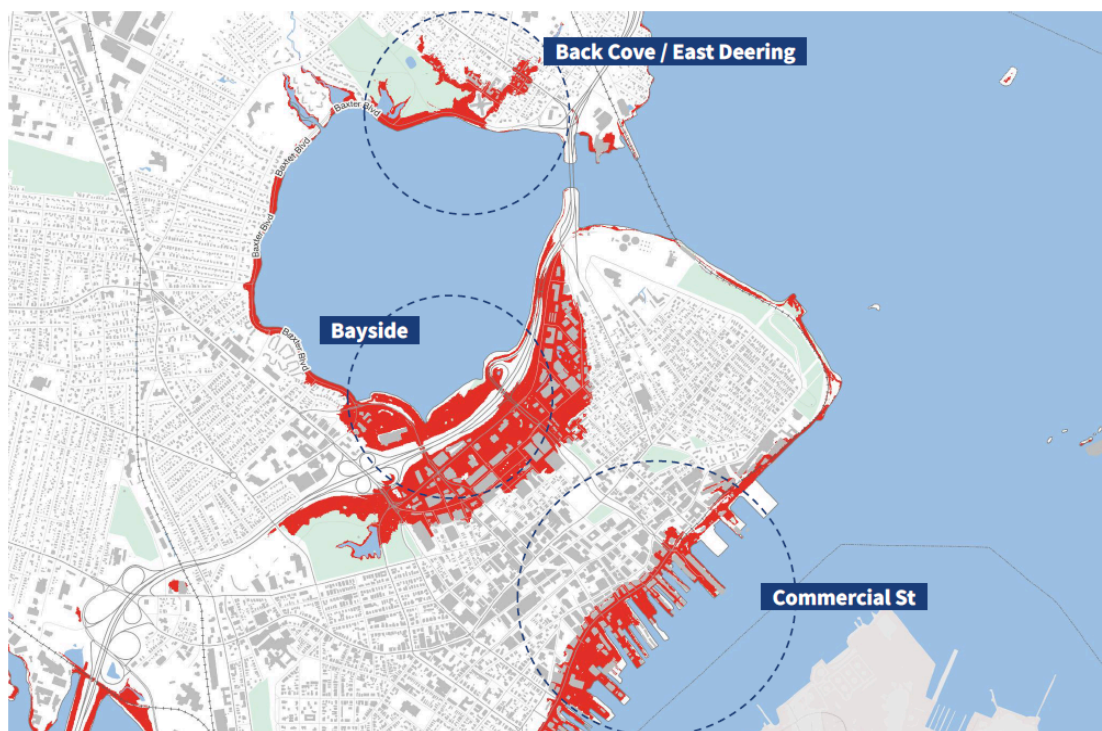
with coastal features both natural and constructed. The City of Portland has already used this model as the basis of the Coastal Resilience Overlay Zone (CROZ) adopted in November, 2024 that requires new development in the impacted areas to incorporate flood resilience into their design and construction. The City of South Portland is using this model to develop their own CROZ and as part of their ongoing comprehensive planning process. Both cities currently have publicly accessible map viewers that allow residents to view the model results in their City. See below to explore the data.

Portland:

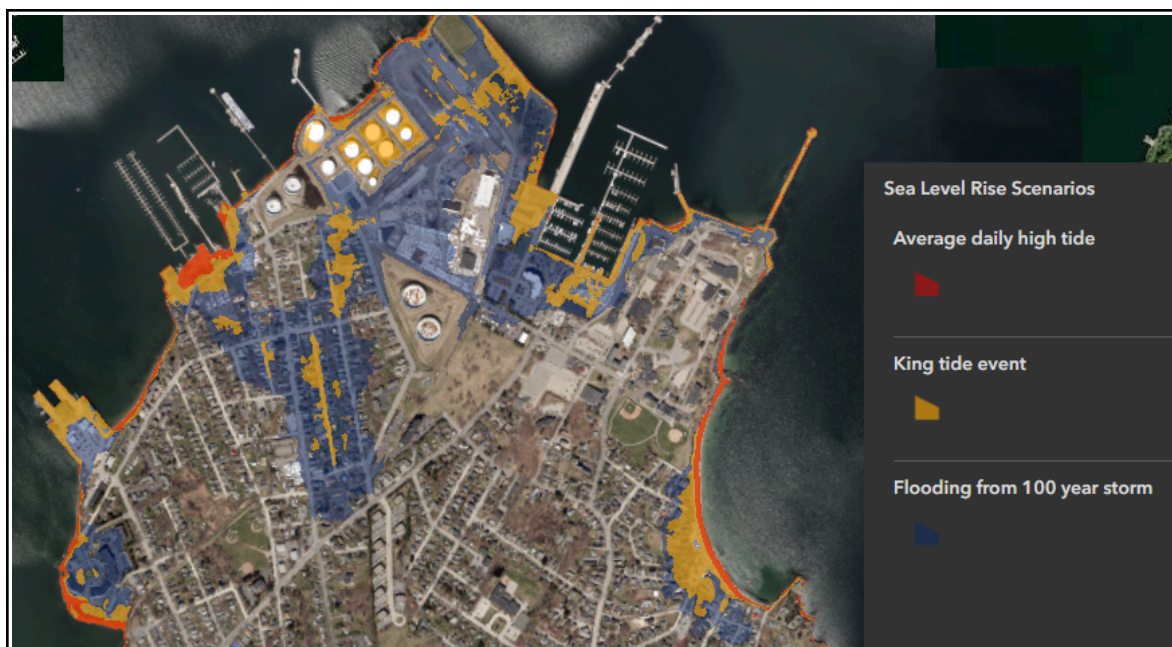
<https://storymaps.arcgis.com/stories/b286949aea2844bab8d46bba2a9bea77>

South Portland:

<https://storymaps.arcgis.com/collections/e4788b8a7e98418aa4eff91fa20676f2?item=1>



The map illustrates the extent of inundation in Portland with 3.9 feet of SLR and a 1% storm using data from the hydrodynamic flood model.



The map illustrates the extent of inundation in South Portland with 3.9 feet of SLR at MHHW, HAT, and with a 1% storm using data from the hydrodynamic flood model.

The hydrodynamic model replaces the “bathtub” model used in 2019 to develop the climate vulnerability assessment conducted for One Climate Future and will serve as the foundation of an updated vulnerability assessment and risk-based asset management tool for critical public infrastructure.

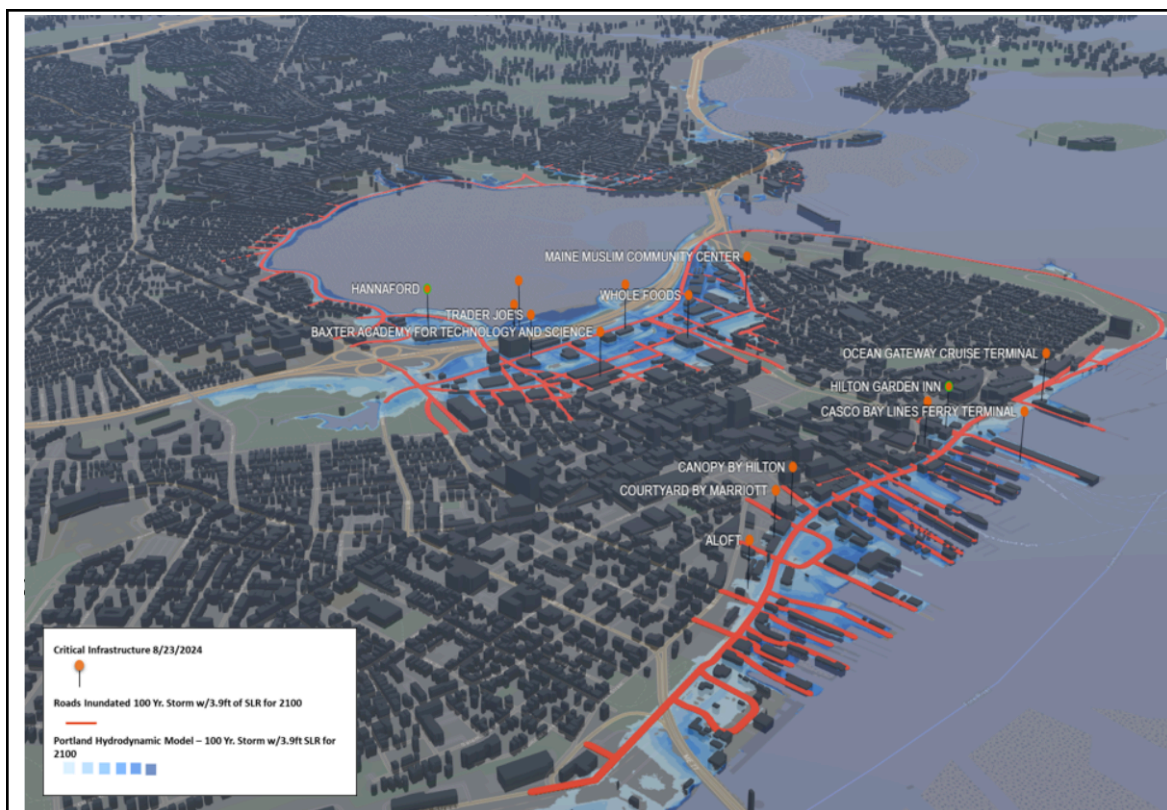
The Cities of Portland and South Portland are well-positioned to undertake this project because it builds on the tools developed to complete [our initial vulnerability assessment in 2019](#). That process established an extensive GIS database for the Cities of Portland and South Portland, the Maine Department of Transportation, the Maine Department of Environmental Protection, the Portland Water District, the Maine Social Vulnerability Index developed by Bowdoin College, and the Nature Conservancy.

Our project will bring all of these sources into a single database so that all of the datasets can inform the asset management tool. To make it more powerful, we will bring in datasets from the Federal Emergency Management Agency (FEMA) and local property and structure value data. This will allow us to incorporate cost estimates and asset values for critical public infrastructure. Integrating all of this data and information with the hydrodynamic model will create a powerful tool that will allow municipal leaders to make data-driven decisions about capital

investments, land use, and municipal operations and help our communities adapt to the impacts of climate change.

As part of the process of creating the asset management tool, we will conduct a thorough data gap analysis to discover any missing information that we need to populate the geospatial database. We will then conduct any necessary field investigations which will include a physical inspection of city-owned infrastructure including critical assets such as buildings, piers, roadways, sewer/stormwater, and utility infrastructure. To ensure accurate and consistent recording of data, we will work with the consultant to create a form-based app that the field inspectors will use when recording their observations. This approach has proven to be very successful when we have had multiple individuals recording large amounts of data. The creation of the [City of Portland Tree Inventory](#) was a project that used a web app to standardize data collection.

Conducting a complete inventory of shoreline typography will also provide essential data to the asset management tool. We will task the consultant to identify the various shoreline landscapes and coastal infrastructures in detail extending from the city boundaries of Portland and South Portland (including the islands). This inventory will closely identify the various shoreline types and infrastructure at each linear point within the study area by utilizing a preconfigured geospatial form-based app that the consultant would populate using boots on the ground or analyze the shoreline using the most current and reliable imagery sources that are available.



This map demonstrates the beginnings of the asset management tool. It shows transportation assets in Portland (red lines) that would be inundated based on the 1% storm and 3.9 feet of SLR using data from the hydrodynamic model.

An essential step in creating the risk-based asset management tool will be to establish the criteria by which to evaluate each of the city's most critical assets. Many of these will be objective criteria, such as whether the asset is within FEMA's 100-year, 500-year flood zone or in an Emergency Evacuation Zone. Furthermore, whether or not the asset lies above ground or underground and falls within Portland's Coastal Resilience Overlay Zone (CROZ). Other criteria will be more subjective and will require extensive discussion with stakeholders, including City staff, elected officials, members of appointed boards such as the Planning Board and the Parks Commission, and members of the public. These include equity and socioeconomic concerns, such as whether or not these critical assets lie within low-moderate income communities based on census block group data. The consulting team will attend at least two public meetings in each city to demonstrate the risk based asset management tool and to gather feedback about appropriate weighting criteria. Project leaders Troy Moon and Julie Rosenbach will conduct additional meetings in each city to ensure a broad

range of community members have opportunities to provide input. The project team and consultants will incorporate the feedback gathered into the tool.

Our proposal is inspired by the work of other agencies who have integrated advanced hydrodynamic flood models with spatial data to help decision-makers analyze large quantities of information and make informed decisions about climate resilience. We particularly reference work done by the State of Massachusetts Department of Transportation for the tunnel system of the Central Artery and T in Boston. This innovative project integrated institutional knowledge from key stakeholders with a wide range of datasets from various agencies. It also involved extensive field observations to populate those data gaps while verifying other data sources. Finally, it updated the previously used static sea level rise models with a more sophisticated hydrodynamic flooding model to get a clearer impact of how vulnerable various elements of the system were to inundation. Based on their lessons learned, we intend to draw heavily on the local and/or community-based knowledge from City staff who oversee critical infrastructure, field observations and documentation, and use of spatial datasets that we know are compatible with the project. Finally, we plan to hire an outside consultant to build out the work already initiated by our skilled in-house GIS team. The consultant will bring technical expertise and hours of staff time to ensure that we have the capacity to complete the project. See: [Massachusetts DOT - FHWA Pilot Project Report: Climate Change and Extreme Weather Vulnerability Assessments and Adaptation Options for the Central Artery](#).

Concurrently with the development of the asset management tool, we will be working to educate the public about community resilience. Residents in our cities are eager to engage on this topic as demonstrated by the vigorous public conversation about the fate of the fishing shacks on Willard Beach and recent meetings with property owners on the Portland waterfront. This year, both the Portland and South Portland City Councils have identified developing strategies to address sea level rise and storm surge as a top priority. Both communities have established interdepartmental teams that meet regularly to work on how to address issues raised by the Climate Vulnerability Assessment.

To assist with this education campaign we will look to the support of The Gulf of Maine Research Institute. GMRI has long been a valued partner for both cities in the realm of climate action and resilience. As the largest owner of private property on the Portland waterfront as well as an important source of scientific information, they are uniquely positioned to assist Portland and South Portland in the development of a community resilience plan.

Examples of collaboration between our cities and GMRI include:

- Development of South Portland's "[Preparing for Coastal Flooding](#)" website that provides extensive information about sea level rise scenarios and allows residents to explore them on an interactive map.
- Promotion of [community science programs](#) that educate community members about the impacts of climate change while generating valuable data for use by scientists and municipal officials.
- Providing important information to municipal officials, such as GMRI scientist Dr. Hannah Baranes briefing the Portland City Council about updated sea level rise projections.

We will expand on this work with additional initiatives including a waterfront summit that will convene waterfront property owners from Portland and South Portland along with other interested stakeholders. GMRI will participate by providing scientific and technical information as well as sharing strategies for improving the resilience of piers and wharves with neighboring waterfront property owners.

Finally, in its role as a trusted resource for communities all along Maine's coast, GMRI will observe the development of the risk based asset management tool and determine how other towns and cities may use its framework to develop a similar tool for their community. Anyone with access to GIS software will be able to operate it. The tool should be scalable and replicable for other communities in resilience planning for three reasons:

- The Maine DOT is working on a hydrodynamic model for the Maine coastline, albeit at lower resolution than is available in Portland and South Portland
- The tool can be modified to work with the lower resolution model
- The tool incorporates Portland's Casco Bay islands, so the model could be downscaled to use on other coastal islands

The Cities of Portland and South Portland will provide all of the elements of the tool free of charge to GMRI and any community that wishes to examine it.

Step One: Issue an RFP for a consultant to assist with the project.

We will identify a consulting partner to provide technical support for GIS mapping, data gap analysis, shoreline assessment inventory, field investigations, and four public meetings.

Deliverable: Executed contract with a qualified consultant.

Step Two: Integrate Vulnerability Assessments into a manageable GIS Database

Incorporate spatial and demographic data used in the One Climate Future Vulnerability Assessment into a unified database. Data includes a wide variety of local, state, and federal data sources including Maine's Social Vulnerability Index.

Deliverable: A comprehensive assessment of data used in the OCF Climate Vulnerability Assessment with updated data.

Step Three: Develop Coastal Typography Assessment Inventory

The consultant will inventory the coastlines of Portland and South Portland to identify natural and constructed elements. This dataset will be integrated into the geospatial database underlying the risk-based asset management tool.

Deliverable: Add GIS dataset and assessment inventory of coastal infrastructure.

Step Four: Conduct the Data Gap Analysis

Review all of the existing data to identify gaps, particularly as it relates to critical infrastructure. Develop quality assurance and quality control (QA, QC) processes to ensure consistency and accuracy in data regardless of the personnel conducting the observation. Consultant staff and City staff will collaborate to conduct and review field observations.

Deliverable: An updated and complete inventory of the base dataset.

Step Five: Complete the Geodatabase - Foundation for the risk-based asset management tool

The consultant in collaboration with the City of Portland's GIS team will integrate data from the coastal inventory as well as Portland/South Portland assessed land and structural values into the data underlying the asset management tool.

Deliverable: Complete geospatial dataset.

Step Six: Update the climate vulnerability assessment

Reanalyze the data from the original vulnerability assessment for all critical public infrastructure using the hydrodynamic flooding model rather than the static (bathtub) flood model used in the vulnerability assessment of 2019. Use the modeled output scenarios to update the database and information about which infrastructure is a risk from coastal flooding.

Deliverable: Updated climate vulnerability assessment for public infrastructure.

Step Seven: Establish risk-rating criteria for critical infrastructure

City staff and the consultant will collaborate to develop a scoring mechanism or criteria for objective risk elements. Concurrently, the project team will conduct meetings with stakeholders to demonstrate the RBAMT and discuss how to weigh subjective criteria to ensure that the tool incorporates equity and fairness in its output.

Deliverable: Completed rating criteria for the RBAMT.

Step Eight: Complete development of the RBAMT

Complete final data integrations and run the model. Identify any gaps or errors and make final corrections as required to ensure accurate output. Demonstration of the tool to City leadership in both cities to facilitate incorporation into budgeting and decision-making processes.

Deliverable: Functional Risk-Based Asset Management Tool

Step Nine: Community education about community resilience

This step will run concurrently throughout the 24-month project. City staff in collaboration with GMRI will conduct community education programs in Portland and South Portland to increase awareness of community resilience and discuss

strategies to help our cities adapt to climate change, particularly coastal flooding. Programs will include community science opportunities as well as at least one waterfront summit that convenes waterfront stakeholders. Information generated as part of the development of the RBAMT will be used in the public engagement. Note: this portion of the program will be funded by the City and GMRI.

Deliverable: Waterfront summit and other public engagement and education activities.

Step Ten: Evaluate the applicability of the tool for use in other cities and towns

City staff and staff from GMRI will review the tool and evaluate how the risk-based asset management tool might be adapted for use in other communities.

Deliverable: Recommendations for how other communities or regions might adapt the tool for their use.

Project Timeline

Describe the timeline for completing each task or deliverable and the expected completion of the grant-funded project.

July 2025: Sign grant agreement with GOPIF

August 2025: Issue the RFP and continue internal work to populate the GIS tool with data; begin general outreach regarding coastal resilience (step 9)

Summer 2025: Waterfront summit

September 2025: Execute contract to the consultant

September/October: Begin shoreline inventory and assessment

December 2026: Complete community resilience education storymap developed with GMRI funds

January - November 2026: In person stakeholder engagement to inform asset ratings and educate about climate hazards

March 2026: Complete shoreline inventory

March/April 2026: Conduct data gap analysis

May 2026: Field investigation to close data gaps

August 2026: Updated vulnerability assessment for public infrastructure completed

November 2026: Complete stakeholder engagement and establish rating criteria for critical infrastructure

November 2026 - March 2027: Integrate all datasets into the final tool/integrate asset ratings developed by City staff with input from community engagement

March/April 2027: Complete development of the risk-based asset management tool and begin use of the tool

March/April, 2027: Complete evaluation of applicability of the tool for use in other communities

Choose the desired grant period: ☐ 12 months or ☒ 24 months

Note: The grant performance period is expected to begin on or around March 24, 2025.

Project Need

Describe the need for the project. Why is this project a community priority?

Portland and South Portland have developed solid foundational groundwork that lays out the risks climate change poses to our communities. Our One Climate Future climate vulnerability assessment established a range of sea level rise scenarios to plan for by 2050 and 2100. For critical infrastructure and ecosystems we are planning for 3.9 feet, the intermediate level scenario for 2100. At this level, several of our community's most important assets are at risk including major roads, buildings, piers, pump stations, manholes, and stormwater and sewer pipes. Because there is such a wide breadth of impacts, we need to start prioritizing resilience projects now so that our resilience planning can be phased over time.

This is especially important given the latest sea level rise forecast which indicates a dramatic rise in the number of days when severe flooding will occur in Portland and South Portland. According to a presentation to the Portland City Council's Sustainability and Transportation Committee by Dr. Hannah Baranes on November 13, 2024, flooding events on the scale of the historic January 2024 storms will occur at least monthly by 2100. Those storms damaged infrastructure and property on both waterfronts, leading to heightened concern about climate impacts. The loss of the iconic Willard Beach fishing shacks during the January 13th storm and concerns about encroaching flooding along Commercial Street, have spurred a surge of renewed community interest in adopting a comprehensive approach to waterfront management and climate risks.

With specific resilience goals listed in Portland's Comprehensive plan, and a strong focus on resilience in the current update of South Portland's Comprehensive Plan in process, there has also been growing recognition that compounding climate risks could be addressed through concerted citywide planning starting immediately. As a result, both the Portland and South Portland City Councils have identified developing strategies to address sea level rise and storm surge as a top priority.

To advance these goals, we will update findings from the 2019 climate vulnerability assessment and incorporate information from multiple datasets to categorize climate-related vulnerabilities by severity and likelihood. We will prioritize critical assets based on their level of risk and overall cost. These identified critical assets will receive consideration for investment by implementing climate-resilient solutions, such as elevating infrastructure in flood-prone areas, reinforcing structures with more nature-based materials, and integrating green and nature-based solutions across the city.

In addition to helping Portland and South Portland with budgeting and planning for resilience, this tool can help other Maine communities.

Project Outcomes

Describe the expected outcomes from completion of this project. This may include expected energy efficiency outcomes such as cost savings, kilowatt-hours of reduced energy consumption or renewable energy generation, or gallons of fuel reduction. This could also include resilience outcomes, such as increased preparation for extreme weather events, increased ability to manage sea level rise, increased resources for vulnerable community members, etc. Provide explanations for how these outcomes were estimated.

As noted in our climate action plan, One Climate Future, developing a risk based asset management plan is an essential step to ensure that investments in infrastructure prioritize climate resilience and social equity. Developing a comprehensive GIS-based asset management tool will facilitate decision making by making a wide range of complex data visible in one place. Some specific benefits include:

Coordinated capital budgeting that integrates sea level rise and resilience goals into decision making.

- A complete map of critical City-owned infrastructure with field-verified asset information.
- Public understanding of risk to critical infrastructure and participation in discussion about how to prioritize investment.
- Creation of a comprehensive database about climate risk and social vulnerabilities that can support grant requests to State, Federal, and philanthropic funders for resilience projects

Project Management

Describe the roles and responsibilities that key staff, contractors, and project partners will have in completing this scope of work successfully and achieving the outcomes described above.

Troy Moon and Julie Rosenbach will provide overall project coordination. Kevin Deneault, GIS Specialist on the Portland GIS team, will coordinate the technical work performed by the hired consultant. This group will form a project steering committee made up of staff members from each city who will assist in implementing the work. We anticipate managing this project in a similar manner to the development of the One Climate Future climate action plan:

- Regular meetings, often weekly, between project leaders and the consulting team to share information and instructions.
- Monthly or bi-monthly meetings of the larger steering committee to coordinate information exchange between the consulting team and key project stakeholders.
- Regular reports to City leadership about project progress.

Community Engagement and Equity Considerations

Describe specific actions that will be taken to include a diverse group of community stakeholders in the project during the grant period, including disadvantaged and more vulnerable community members. (Any public engagement that led up to this application is appreciated. However, please focus the response here on engagement activities that will happen during the project timeline.) Who in your community will be the most affected by climate change impacts? Applicants should consider the potential benefits of their proposed climate action projects and, if applicable, describe how the project distributes those benefits equitably.

The risk based asset management tool will need to balance the weight of objective criteria, such as how frequently something floods, with subjective data such as, whether assets in neighborhoods with large numbers of socially vulnerable individuals should receive priority. In order to reflect community values in this regard, we propose to conduct extensive public education about climate vulnerabilities in each city, identify critical assets in different neighborhoods, and listen to community members' concerns about how climate impacts will affect them and their neighborhoods. This will help us apply community priorities to decisions about how to address objective natural hazards. As part of the outreach program, the consulting team will attend two meetings in each City. The project leadership team will conduct additional public meetings to provide opportunities for public participation. In Portland, we will also coordinate with the Director of Diversity, Equity, and Inclusion for suggestions and guidance about the engagement process.

Criteria 6: Budget

Budget Narrative

Please provide a detailed explanation of your proposed project expenses organized by task, including how the expenses were estimated and how proposed grant funding will be combined with other funding sources to support the project. Vendor estimates are strongly encouraged to support estimated expenses.

Our experience developing our joint Portland and South Portland climate action plan as well as the price for several ongoing resilience oriented projects indicates that \$175,000 in grant funds available will not cover the full cost to develop the RBAMT, but will cover a significant amount of consultant capacity needed to make the project workable. Therefore, we anticipate allocating significant staff time to the project to ensure that it is successful and is completed within the grant time frame. Throughout the project, we will coordinate with the consultant to manage project costs by assigning tasks to qualified City personnel when necessary. We anticipate requiring the consultant to complete a large majority of the technical work required to complete the project under the direction of the Portland GIS team. We will also require the consultant to undertake a large amount of the field work required to fill data gaps identified in the data gap analysis and to complete the coastal typography inventory. The Portland GIS team will coordinate closely with the consultant and complete some elements as required to manage the scope. Responsibility for specific tasks will be clearly delineated in the RFP, may be refined in proposal responses, and contractually agreed upon in the final contract.

To conserve consultant time we will limit consultant attendance at public meetings to two events in each city. City staff will coordinate and lead additional meetings with stakeholders to gather community input about risk rating criteria. Similarly, City staff will conduct all of the broader community education efforts around resilience in each city in order to preserve consulting hours for technical work. This will include the waterfront summit, education about climate hazards and vulnerabilities, and all other education opportunities. GMRI has provided \$28,000 to support community engagement and will be an active participant in our programming.

As we learned in One Climate Future, a project of this scale requires regular and ongoing communication between all parties to ensure success and conformance to allotted budgets.

Examples of projects and costs for reference:

One Climate Future (2020): The City of Portland and the City of Portland had a consulting budget of **\$220,000** to complete the vulnerability assessment, conduct the greenhouse gas inventory, modest assistance with public engagement, and help with report drafting. City staff invested hundreds of additional hours over the 18 month development process gathering data, conducting public outreach, coordinating with internal stakeholders, and plan drafting.

Current projects with smaller scope than the proposed project:

South Portland Resilience Overlay Project (2025): The City of South Portland just approved a contract for **\$107,000** with a consultant to develop a package of climate resilience zoning amendments for integration into the City's land use code. This work will build from the climate resiliency framework and recommendations included in One Climate Future. It will include the development of a coastal climate resilience overlay zone and associated zoning standards for development to address increasing climate-related risks due to sea level rise, storm surge, flooding, and high heat citywide. The work will be based on our hydrodynamic inundation modeling data and include a robust deliberative community engagement process in order to develop land use policy recommendations. This work will also include research, policy drafting, architectural renderings, and a formal review and adoption process through the Planning Board and City Council.

South Portland Shoreline Resilience Study (2025): The City of South Portland is in the midst of approving a contract for **\$133,000** with a consultant to assess a range of hardscape solutions at six coastal sites that can improve shoreline stabilization, remove tidal restrictions, make roadway and utility improvements, and improve stormwater management. The consultants will provide a matrix of options and recommendations for hardscape improvements at the sites. They will also provide high level conceptual costs and one conceptual engineering drawing per site for the preferred approach.

Please see below for the budget sheet and Appendices for detailed budget information of our proposed project including an opinion of cost developed

by FB Environmental. The total amount requested is \$179,300 which includes \$5,000 for grant administration.

Budget Worksheet			
Project Task	Funds Requested	Other Funds (match, rebates, etc.)	Total Project Budget
Task 1 Issue RFP for Consultant	0	\$1,600	\$1,600
Task 2 Integrate VA into GIS database	\$10,800	\$5,000	\$15,800
Task 3 Coastal Typography Assessment	\$87,100	\$15,000	\$102,100
Task 4 Data Gap Analysis	\$10,200	\$5,000	\$15,200
Task 5 Complete Geo-database	\$10,200	\$10,000	\$20,200
Task 6 Update Climate VA	\$8,500	\$10,000	\$18,500
Task 7 Establish Risk Rating Criteria	(city task)	\$7,800	\$7,800
Task 8 Complete RBAMT	\$25,100	\$10,000	\$35,100
Task 9 Public Education	\$7,500 (meeting materials)	\$35,800	\$43,300
Grant Admin	\$5,000		\$5,000
Consultant time in meetings + misc fees - spread across tasks	\$14,900		\$14,900

Total	\$179,300	\$100,200	\$279,500
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State of Maine
Governor's Office of Policy Innovation and the Future
APPENDIX
CAG2024-5
Community Resilience Partnership Community Action Grant

The appendix may include:

- Letters of support from project partners, municipal and county officials, local civic leaders, state legislators, or partner communities
 - If this is a collaborative application from multiple communities, all participating communities must include a letter of support.
- Pertinent maps, imagery or other essential (brief) supporting documents
- Vendor or consultant estimates for project costs.



**SUSTAINABILITY
DEPARTMENT**

JULIE A. ROSENBACH
Sustainability Director

December 13, 2024

Ashley Krulik
Community Resilience Partnership Program Manager
Governor's Office of Policy Innovation and the Future
111 Sewall Street
Augusta, ME 04330

RE: Community Action Grant joint application with Portland

Dear Ashley,

Please accept this letter of our commitment to partner with, and strong support for the **One Climate Future Risk Based Asset Management Tool** grant application with Portland for Funding Opportunity CAG2024-5 under the Community Resilience Program Community Action Grant Program.

Our proposed project will create a risk-based asset management platform for the cities of Portland and South Portland as recommended in our joint climate action plan. This important tool will guide decisions about community investments and policy decisions that address climate vulnerabilities identified in the *One Climate Future* Vulnerability Assessment.

The Cities of Portland and South Portland are well-positioned to undertake this project because it builds on the work we did to complete our initial vulnerability assessment, and is a progression of our successful partnership to lead climate action. Integrating data collected with information derived from the hydrodynamic model will create a powerful tool that will allow our municipal leaders to make data-driven decisions about capital investments, land use, and municipal operations. This will help our communities adapt to the impacts of climate change and serve as a model for other communities.

South Portland is currently working on two coastal resilience projects; a Coastal Resilience Solutions Assessment to evaluate a range of strategies for building resilience at six sites along the City's waterfront, and the development of a Coastal Resilience Overlay Zone that will require development in areas at risk of inundation to include resiliency measures. Work on both of these projects will begin in January 2025. The missing piece we are seeking with this grant is resilience planning for City assets.

For this reason, we are partnering with Portland and look forward to the state's support of the proposed *One Climate Future* Risk Based Asset Management Tool project.

Sincerely,

Julie Rosenbach
Sustainability Director
City of South Portland

December 13, 2024

Ashley Krulik
Community Resilience Partnership Program Manager
Governor's Office of Policy Innovation and the Future
111 Sewall Street
Augusta, ME 04330

RE: Community Action Grant joint application with Portland

Dear Ashley,

Please accept this letter of our commitment to partner with, and strong support for the ***One Climate Future Risk Based Asset Management Tool*** grant application with Portland for Funding Opportunity CAG2024-5 under the Community Resilience Program's Community Action Grant Program.

The proposed project will create a risk-based asset management platform for the cities of Portland and South Portland as recommended in their joint climate action plan. This important tool will guide decisions about community investments and policy decisions that address climate vulnerabilities identified in the *One Climate Future* Vulnerability Assessment.

The Gulf of Maine Research Institute (GMRI) has ongoing partnerships with both Portland and South Portland to help their communities understand the impacts of climate change and to prepare for them. Examples of this work include assistance with the development of South Portland's interactive website: [Preparing For Coastal Flooding in South Portland](#) and participation by both cities in a suite of GMRI-led community science initiatives. We recently awarded the City of Portland \$28,000 that will support community engagement efforts related to this project.

We are also excited to observe the development of this innovative risk-based asset management tool that incorporates data gathered to support the *One Climate Future* Climate Vulnerability Assessment with the recently completed hydrodynamic flood model for both cities. This tool has the potential to be replicated for use in communities across the State of Maine and GMRI is interested to see how it might help with our work to support communities throughout Maine's coast.

For these reasons, we are partnering with Portland and look forward to the state's support of the proposed *One Climate Future* Risk Based Asset Management Tool project.

Sincerely,



David Reidmiller, Ph.D.
Director, Climate Center
Gulf of Maine Research Institute
dreidmiller@gmri.org // (207) 228-1695

ONE CLIMATE FUTURE RISK BASED ASSET MANAGEMENT TOOL

This memorandum was developed for the City of Portland (City) to provide a cost estimate for services related to the recently funded **One Climate Future Risk Based Asset Management Tool (RBAMT) project**. The geographic scope of this project includes shorelines of Portland (including the outer islands) and South Portland and will develop a risk-based asset management platform (follow examples from other cities) to support climate action implementation and decision-making. The following scope of work and cost estimate is based on the City's Community Action Grant application and a discussion with City staff.

SCOPE OF WORK

TASK 1. FIELD INVENTORY AND ASSESSMENT

Task 1A. Develop Coastal Typography and Asset Assessment Inventory

Inventory the coastlines of Portland (including Peaks Island, Great Diamond, Little Diamond, and Cliff) and South Portland to identify natural and constructed elements. This task will involve desktop work utilizing all relevant City owned and maintained digital assets including high resolution aerial imaging as well as field analysis/visual inspection. A geospatial form-based app would be used to collect field data. This dataset will be integrated into the geospatial database underlying the risk-based asset management tool (Task 4).

Task 1B. Complete Shoreline Drone Surveys

Field data collection and existing aerial imagery will be augmented by drone shoreline surveys when appropriate. Drone work is limited in some parts of the study area due to the proximity of the Portland Jetport.

TASK 2. CONDUCT THE DATA GAP ANALYSIS

Conduct a thorough data gap analysis to discover any missing information required to populate the geospatial database. Review all of the existing data to identify gaps, particularly as it relates to critical infrastructure.

TASK 3. VULNERABILITY ASSESSMENT INTEGRATION AND UPDATE

Task 3A. Integrate Vulnerability Assessments into a manageable GIS Database

Coordinate with the City GIS team to organize existing datasets into a unified database that includes a wide variety of local, state, and federal data sources including the Maine's Social Vulnerability Index. Existing datasets will be updated to reflect the most current data.

Task 3B. Update the climate OCF vulnerability assessment

Reanalyze the data from One Climate Future for all critical public infrastructure using the recently developed hydrodynamic flooding model. Use the modeled output scenarios to update the database and information about which infrastructure is at risk from coastal flooding.

TASK 4. RBAMT DEVELOPMENT

Task 4A. Complete the Geodatabase

Integrate field data collected in Task 2 into the unified database created in Task 3 and incorporate risk-based assessment criteria including assessed land and structural values.

Task 4B. Complete development of the RBAMT

Develop a scoring mechanism or criteria for objective risk elements and incorporate subjective criteria based on Staff and Community guidance. Complete final data integrations and run the model. Identify any gaps or errors and make final corrections as required to ensure accurate output. The final tool will be designed to support municipal level decision making.

TASK 5. PROJECT MEETINGS AND MANAGEMENT

Meet with City staff and project partners on a regular basis to provide progress updates and discuss key project decision points. Also includes project management activities such as invoicing and budget tracking.

BUDGET

The table below provides cost estimates for providing the services outlined in the above scope of work.

TASK #	TASK NAME	COST
TASK 1	Field Inventory and Assessment	\$87,100
	A Develop Coastal Typography Assessment Inventory	\$71,800
	B Complete Shoreline Drone Surveys	\$15,300
TASK 2	Conduct the Data Gap Analysis	\$10,200
TASK 3	Vulnerability Assessment Integration and Update	\$19,300
	A Integrate Vulnerability Assessments into a manageable GIS Database	\$10,800
	B Update the climate OCF vulnerability assessment	\$8,500
TASK 4	RBAMT Development	\$35,300
	A Complete the Geodatabase	\$10,200
	B Complete development of the RBAMT	\$25,100
TASK 5	Project Meetings and Management	\$12,800
LABOR SUBTOTAL		\$164,700
EXPENSE TYPE	RATE OR QUANTITY	COST
EQUIPMENT	Drone equipment fee (\$350/week plus \$100 project fee)	\$1,500
TRAVEL	\$0.70/mi	\$600
EXPENSES SUBTOTAL		\$2,100
GRAND TOTAL		\$166,800

Please contact Forrest Bell at info@fbenvironmental.com with any questions.

To: Ashley Krulik
From: Troy Moon
Date: June 10, 2025
Re: Additional budget detail to support CAG grant award

Thanks again for your patience as we developed the additional budget information you requested regarding the City of Portland and South Portland's project to develop a Risk Based Asset Management Tool (RBAMT) that will provide a valuable tool for both municipal officials and stakeholders to make informed decisions regarding investments in critical infrastructure based on their vulnerability to climate hazards. City staff from both Portland and South Portland have contributed to an estimate of the in-kind staff hours required to implement the project. We have also secured an opinion of cost from FB Environmental, a qualified consultant with expertise in shoreland assessment and integrating spatial data into GIS systems. They have worked with several municipalities in the region and are very familiar with the natural hazards and climate vulnerabilities in the region.

Opinion of Cost

City staff provided Forrest Bell, Owner/CEO of FB Environmental, and his team a copy of the grant application for review and held a follow up meeting with them to describe the project and answer questions about the desired scope of work. Discussion included descriptions of the extensive spatial data available that will be available to the consultant hired for the project as well as the close involvement of the City of Portland GIS staff who will provide direction to guide data collection and database integration. Based on these discussions FB Environmental provided a cost estimate for the desired scope of work of **\$166,800**. Please see Attachment A for the detailed opinion.

Breakdown of In-Kind Services

As indicated in our budget narrative, completing the proposed project will involve significant in-kind support from City staff in several departments in both Portland and South Portland. This includes significant involvement by the City of Portland GIS, project management and leadership by the Sustainability teams in both cities, extensive input from staff in both cities including Public Works, Planning, Parks, Water Resources, and Emergency Management. We will also devote staff time to seeking public input to create the risk evaluation criteria so the weight assigned to various vulnerabilities reflects community priorities.

Based on this evaluation, we believe that our in-kind contribution will have a value of approximately \$72,200. The Gulf of Maine Research Institute has provided an additional \$28,000 to support resilience education. This brings the in-kind and partner contributions to \$100,200 .

The total estimated cost to complete the project inclusive of grant and in-kind contributions is \$274,500.

A breakdown of the in-kind contributions is shown below:

In-Kind Services Outline & Cost Estimate Over 2 Year Grant Period

(Includes hours from Portland and South Portland municipal staff)

GIS Team Project Development / Project Support

Service Provided	Description	Estimated Value	Notes
City Staff GIS Support	Time spent by City GIS analysts gathering data, database development, coordination with Contractor, and quality control processes.	\$10,400	200 hours at \$52/hour

IT Services

Service Provided	Description	Estimated Value	Notes
City /GIS Infrastructure	Software licenses and technical support provided by the City's IT department.	\$2,000	Licenses for GIS seats, IT staff time

Community Outreach and Education

Service Provided	Description	Estimated Value	Notes
City Staff Time	Organizing, managing, attending, and presenting at community meetings and workshops.	\$7,800	150 hours at \$52/hour for staff involvement in outreach = \$7,800

Vulnerability Assessment Updates

Service Provided	Description	Estimated Value	Notes
City Engineering Expertise	Time spent by City engineers, Planners, and GIS staff providing technical input and review of Survey grade data and vulnerability assessments.	\$10,400	200 hours at \$52/hour

Develop Rating Criteria

Service Provided	Description	Estimated Value	Notes
Staff time	Meetings with staff from relevant City departments for input regarding the scoring criteria for critical assets including Planning, DPW, Parks, Water Resources, Emergency Management, and others,	\$7,800	150 hours at \$52/hour

Project Management and Administration

Service Provided	Description	Estimated Value	Notes
City Project Managers Time	Time spent by the project managers overseeing and coordinating the project.	\$20,800	400 hours at \$52/hour
Administrative Support	Administrative assistance provided by City staff for project documentation and coordination.	\$5,200	100 hours at \$52/hour

The project Budget Sheet is attached as Attachment B

PROGRAM STATEMENT

Funding Opportunity CAG2024-5

Community Resilience Program Community Action Grant Program

Issued by:

Governor's Office of Policy Innovation and the Future

[Community Resilience Partnership](#)

111 Sewall Street

Augusta, ME 04330

Issue Date: September 12, 2024

PROPOSAL DUE DATE: TUESDAY, December 17, 2024; 5:00 P.M.

All communication regarding this Program Statement should be sent to Ashley Krulik, Community Resilience Partnership Program Manager, ashley.krulik@maine.gov.

Informational webinar: September 26, 2024; 1:00p.m.

Zoom Registration Link:

https://mainestate.zoom.us/webinar/register/WN_RZQmGXVsTDyBhR0-r0nwxw

A recording will be posted at: <https://www.maine.gov/future/climate/community-resilience-partnership>



TABLE OF CONTENTS

SECTION 1. BACKGROUND	3
1.1 Definitions.....	3
1.2 Eligibility	3
1.3 Grant Size and Duration	4
1.4 Future Rounds.....	5
1.5 Cancellation Notice	5
1.6 Final Action On Grant Awards.....	5
1.7 Contact information	5
SECTION 2. GRANT PROGRAM DETAILS	6
2.1 Description	6
2.2 Eligible Uses of Funds	6
2.3 Cost-Share or Match Requirements	7
2.4 Social Equity and Engagement.....	7
2.5 Application Guidelines and Required Format.....	8
2.6 Selection and Award Process	11
2.7 Proposal Deadline and Submission	12
SECTION 3. TERMS & CONDITIONS OF GRANT AWARDS.....	13
3.1 Grant Agreement	13
3.2 Pre-Award Costs	13
3.3 Reporting Requirements	14
3.4 Public Records	14
APPLICATION FORM.....	14
APPENDIX.....	14

SECTION 1. BACKGROUND

The [Community Resilience Partnership](#) provides grants and technical assistance to municipal governments, Tribal Governments, plantations, townships, or unorganized territories in Maine (“Communities”) for projects that reduce energy use and costs, transition to clean energy and make communities more resilient to climate change impacts such as flooding, extreme temperatures, and public health risks.

Communities – those that have already taken significant climate action as well as those considering their early steps – are eligible for Community Action Grants upon completion of the [program’s enrollment requirements](#).

Communities that would like assistance completing enrollment activities and applying for Community Action Grants are encouraged to partner with [Service Provider Organizations](#). The Service Provider Grant Program Statement ([SPG2024-5](#)) is available to support this assistance to communities.

1.1 Definitions

Community	A municipal government, Tribal Government, plantation, township, or unorganized territory in Maine.
GOPIF	Governor’s Office of Policy Innovation and the Future
Group	Multiple communities submitting a single joint application for grant funding.
Community Action Grant	Upon enrollment in the Community Resilience Partnership, communities are eligible for Community Action Grants for projects that reduce energy use and costs, transition to clean energy, and make communities in Maine more resilient to climate change.
Service Provider Grant	Grant to a service provider to assist a Group of communities in Maine to prepare for and enroll in the Community Resilience Partnership and then to apply for grant funds to implement priority climate and energy projects. Please see SPG2024-5 – Service Provider Grant Program Statement for more information.

1.2 Eligibility

There are two (2) eligible types of applicants for the Community Action Grant:

- 1) Individual Communities, a municipal government, Tribal Government, plantation, township, or unorganized territory in Maine, who are enrolled in the [Community Resilience Partnership](#).
 - a. Applicants may submit enrollment materials through the [enrollment portal](#)

simultaneously with submitting their grant application. (Unorganized territories, townships, and plantations are eligible and are strongly encouraged to work with a Service Provider to complete the enrollment process.)

- 2) Multiple Communities may apply jointly for projects that address mutual goals and have interrelated scopes of work.
 - a. All communities participating in the application must be enrolled in the Partnership at the time the grant application is submitted or submit enrollment materials through the [enrollment portal](#) simultaneously with the grant application.
 - b. Service Providers may apply on behalf of groups of communities only for actions listed in the List of Community Actions (available [here](#)). Letters of support must be provided from each community in the proposed group.
 - c. In a multi-community application, the communities are required to designate a lead applicant. The lead applicant is expected to receive the grant funds and manage the contracting and grant reporting on behalf of the partner communities. The communities may wish to have a memorandum of understanding (MOU) that spells out the responsibilities of each community. If an MOU is established, GOPIF may request a copy of the document during the grant contracting phase.

A community may participate in no more than one (1) Community Action Grant application in a grant round.

Communities that already have an active Community Action Grant from a previous round are eligible to apply in this round but may not apply for new funds to support a previous scope of work.

School districts, water and sewer districts, neighborhood associations, and similar entities are not eligible to be primary applicants but are encouraged to partner with a municipality or other eligible entity described above.

1.3 Grant Size and Duration

The Community Resilience Partnership plans to allocate approximately \$7,480,000 for Community Action Grants during this grant round. GOPIF may award all, part, or none of this allocation at its discretion. A portion of this funding derives from federal sources and may carry additional federal requirements. Successful applicants will be notified if their award contains federal funding.

Of the total amount, approximately \$1.6 million is available for projects related to energy efficiency and clean energy, and approximately \$5.8 million is available for projects related to

vulnerability and resilience. GOPIF will pair successful applications with the most appropriate funding source.

Individual communities are eligible for a minimum award of \$5,000 and a maximum award of \$75,000. Groups of communities applying jointly are eligible for awards of up to \$175,000.

Up to \$5,000 of additional funding may be made available at GOPIF's discretion to federally funded grant awardees to administer the grant in compliance with federal guidelines (see Section 2.2).

Grants are anticipated to be awarded in March 2025, with an expected start date on or after March 24, 2025. Contract terms will be up to two (2) years, as specified by the applicant's proposal.

1.4 Future Grant Rounds

The next Community Action Grant round is anticipated to have a deadline in August 2025, subject to change with availability of funding.

1.5 Cancellation Notice

The Community Resilience Partnership reserves the right to cancel this Program Statement at any time.

1.6 Final Action on Grant Awards

Awards made through this program are considered final and are not subject to internal agency appeal. Any person aggrieved by a decision may pursue judicial review according to the provisions of 5 MRS§§ 11001 – 11008 within 30 days of the award announcement.

1.7 Contact information

Questions about this Program Statement should be sent via email to ashley.krulik@maine.gov.

1.8 Information Sharing

The Community Resilience Partnership may share enrollment materials, grant applications, and related community information with other state agencies and contracted organizations to improve awareness of community needs, priorities, and opportunities to provide assistance.

SECTION 2. GRANT PROGRAM DETAILS

2.1 Description

The Governor's Office of Policy Innovation and the Future (GOPIF) is seeking applications for Community Action Grants as defined in this Program Statement. This document provides the Application Form to be used for submittal, instructions for submitting applications, the procedure, and criteria by which the awarded Applicants will be selected.

The [List of Community Actions](#) offers guidance for communities starting on climate plans and incentivize a baseline level of climate action across the state. The two grant options provide flexibility by allowing communities to choose actions from the List that are most relevant and feasible, while also providing support for community climate and energy priorities that may not appear on the List of Community Actions.

2.2 Eligible Uses of Funds

There are two types of Community Action Grants:

- i. No-match grants to support implementation of one or more activities in the [List of Community Actions](#), a list of climate mitigation and adaptation activities that align with the strategies in the state's climate action plan, [Maine Won't Wait: A Four-Year Plan for Climate Action](#). If an applicant is unsure of whether a project fits within the list of community actions, please contact Ashley Krulik, ashley.krulik@maine.gov for guidance.
- ii. Grants to support other community-defined climate and energy capacity building, planning, and implementation priorities. A cost-share (match) will apply, as described in the Table 1 below.

Applicants are encouraged to utilize Community Action Grants as match to leverage federal grant funds as allowed by those programs. Community Action Grants may also be used to close project funding gaps for other state funding programs, in accordance with (i) or (ii) above. It is the applicant's responsibility to consult the rules for the federal or state funding programs if the Community Action Grant will be designated as cost-share or match. Community Action Grants with funding derived from federal sources may not be eligible to be used as state or federal match.

Applicants with energy-related projects are strongly encouraged to incorporate the federal tax credit of up to 30% of eligible project costs in their application. See Section 2.5, Subsection F for more information.

Certain eligible activities from the [List of Community Actions](#) carry special instructions or limitations. **It is the applicants' responsibility to review the list and ensure that the proposed activities meet all eligibility requirements.** Please see Appendix for activities with special instructions and guidance.

Note that road construction, stormwater infrastructure/culverts, and structural building improvements are not eligible uses of Community Action Grant funds. If unsure of whether a project is eligible for grant funding, please contact Ashley Krulik, ashley.krulik@maine.gov for guidance.

2.3 Cost-Share (or Match)

There is no local cost share for Community Action Grants that implement activities from the [List of Community Actions](#).

A cost share will apply for Community Action Grants that implement community climate and energy priorities other than those listed in the List of Community Actions. The cost-share is structured in a tiered approach. In-kind match is permitted.

Tier	Description	Cost-share for activities <u>not</u> listed in the List of Community Actions
Tier 1	Communities with populations less than 4,000	10%
Tier 2	Communities with EITHER populations between 4,000 and 10,000 OR tax assessment less than \$25 million (according to State Revenue Sharing data).	10%
Tier 3	Communities with populations greater than 10,000 AND tax assessment greater than \$25 million (according to State Revenue Sharing data)	20%

2.4 Social Equity and Engagement

Maine’s climate response must ensure shared benefits across diverse populations of Maine people. Applicants should include robust community engagement in their action grant proposals (for example, inclusive planning processes so that diverse, underrepresented, and at-risk community voices are able to participate).

Climate change impacts will create the greatest hardships for already marginalized communities. Communities must identify and promote solutions to help the people who are most vulnerable to climate impacts. Applicants should consider the potential benefits of their proposed climate action projects and describe how the project distributes those benefits equitably.

The Maine Social Vulnerability Index is used by this grant program to understand socio-economic vulnerabilities that may be unique to a community. This Index was recently updated

utilizing 2020 US Census data and new vulnerability indicators, resulting in changes in categorization for some communities. Applicants should reference the updated [Maine Social Vulnerability Index](#) to determine the current community vulnerability categorization.

Community engagement and equity considerations are incorporated into the scoring criteria for the Applicant's Scope of Work, see Section 2.5, E. Scope of Work, for more information.

2.5 Application Guidelines and Required Format

A complete and scoreable application for funding will include the following components. Applicants should use the application form on page 14 to address each component.

A. Criteria 1: General Information, Eligibility, and Application Information

Applicants must complete the following documents as part of their application:

- Application Cover Page & General Assurances
- Eligibility and Applicant Information (see Section 1.2 above)

B. Criteria 2: Previous Community Action Grant status

If applicable, Applicants must provide information on previously received Community Action Grants including the status of active Community Action Grants from previous rounds and whether the project is meeting the proposed timeline and outcomes.

Applicants who are not meeting the requirements of their current grant agreement may not be eligible for an additional grant.

C. Criteria 3: Community Characteristics

Additional application scoring points are available for communities with small- and medium-sized populations and communities with high and medium social vulnerability.

Applicants should refer to the [Maine Social Vulnerability Index \(SVI\) categorization information](#) to complete the Community Characteristics section of the application form.

D. Criteria 4: Maine Won't Wait Strategy and Action(s)

For no-match grants, the Applicant must identify the action(s) from the [List of Community Actions](#) that the project will implement.

For grants to support other community-defined climate priorities, Applicants must describe the project and how it aligns with the strategies of [Maine Won't Wait](#), and must complete the cost-share table in the budget worksheet.

E. Criteria 5: Scope of Work

- Project Description - Describe the proposed project, including specific tasks to be undertaken and the final deliverables (for example, number of heat pumps installed or the components of a plan to be developed) resulting from the work.
- Project Timeline - Describe the timeline for completing each task or deliverable and the expected completion of the project.
- Need for the Project - Describe the need for the project. Why is this project a community priority?
- Project Outcomes - Describe the expected outcomes from completion of this project. This may include expected energy efficiency outcomes such as cost savings, kilowatt-hours of reduced energy consumption or renewable energy generation, or gallons of fuel reduction. This could also include resilience outcomes, such as increased preparation for extreme weather events, increased ability to manage sea level rise, increased resources for vulnerable community members, etc. Provide explanations for how these outcomes were estimated.
- Project Management - Describe the roles and responsibilities that will be assigned to key staff, contractors, and project partners to ensure successful completion of this scope of work and achieving the expected outcomes.
- Approach to community engagement and equity considerations - Describe specific actions that will be taken to include a diverse group of community stakeholders in the project during the grant period, including disadvantaged and more vulnerable community members. (Any public engagement that led up to this application is appreciated. However, please focus the response here on engagement activities that will happen during the project timeline.) Who in your community will be the most affected by climate change impacts? Also describe specific project benefits and which members of the community will benefit most from them.

F. Criteria 6: Budget Proposal

Applicants must provide a Budget Narrative and Budget. The Budget Worksheet (sample provided in Table 1) should list the costs for each task within the scope of work. The Budget Narrative should describe how the costs for each task were determined. Estimated hours/rate and vendor estimates are encouraged.

Eligible costs are limited to those incurred during the grant period. Expenses incurred prior to or after the grant period are not eligible to be included in the budget.

For grants to support other community-defined climate priorities not listed in the [List of Community Actions](#), applicants must complete the cost-share table in the budget worksheet. In-kind match is permitted. In-kind match is the value of any real property, equipment, goods, or services contributed to the grant that would have been eligible

costs. Expenses incurred prior to or after the grant period are not eligible to be included in the budget as match.

Table 1: Cost-Share Table (if applicable)

Which cost share applies to the lead applicant? What is the project cost share amount? A cost share <u>will</u> apply For Climate Action Grants that implement other community climate and energy priorities (i.e., activities not found in the Community Action Inventory). Tier 1: Communities with populations less than 4,000 Tier 2: Communities with EITHER populations between 4,000 and 10,000 OR tax assessment less than \$25 million (according to State Revenue Sharing data). Tier 3: Communities with populations greater than 10,000 AND tax assessment greater than \$25 million (according to State Revenue Sharing data).		
Tier 1	Tier 2	Tier 3
10% local match	10% local match	20% local match

Table 2: Budget Worksheet

Budget Worksheet			
Project Task	Funds Requested	Other Funds (match, rebates, etc.)	Total Project Budget
Task 1			
Task 2			
Task 3			
Task 4			
(add additional tasks as needed)			
Total			

IMPORTANT: The applicant’s budget narrative and budget worksheet must include any applicable incentives or rebates (for example, from Efficiency Maine) at the time of application, including for electric vehicles and charging equipment, heat pumps and VRF systems, LED lighting, and water heaters.

Direct Pay Clean Energy Projects Tax Credit Opportunity: Tax-exempt local governments are now eligible for federal tax credits up to 30% of the project cost to build qualifying clean energy projects including solar, wind, and battery storage projects; installing electric vehicle charging infrastructure; and purchasing electric vehicles for town or city vehicle fleets. Program information, including eligible projects and requirements can be found on the [Direct Pay Through the Inflation Reduction Action](#) webpage and the IRS [Elective Pay and Transferability](#) webpage. Additional guidance can be found on the [Clean Energy Tax Navigator webpage](#).

G. Appendix

The appendix may include:

- Letters of support from project partners, municipal and county officials, local civic leaders, state legislators, or partner communities
 - If this is a collaborative application from multiple communities, all participating communities must include a letter of support.
- Pertinent maps, imagery or other essential (brief) supporting documents
- Vendor or consultant estimates for project costs.

2.6 Selection and Award Process

An evaluation team will judge the merits of the proposals received in accordance with the criteria below:

Scoring Criteria	Points Available
Criteria 1: General Information and Eligibility	Pass/Fail
Criteria 2: Previous Community Action Grant status	Pass/Fail

Criteria 3: Community Characteristics • <u>5 points</u> for a small (population less than 4,000) community or high social vulnerability. • <u>3 points</u> for a medium-size (population between 4,000 and 10,000) community or medium social vulnerability. • In a multi-community application, one qualifying community may earn points for the whole application	Up to 5 points
Criteria 4: Maine Won't Wait Strategy and Action(s)	15 points total
Criteria 5: Scope of Work	60 points total: • Project Description, Timeline, Need, Outcomes, and Management for the Project (40 points) • Approach to Community Engagement and Consideration of Equity (20 points)
Criteria 6: Budget Proposal	25 points total
Total Points	105 points

For applications that demonstrate meeting the eligibility requirements in Criteria 1, the evaluation team will use a consensus approach to evaluate and score the remaining Criteria sections shown above.

2.7 Proposal Deadline and Submission

A. Application Submission:

Proposals are due by the time and date listed on page 1. Email submittals are required. Please plan ahead; CRP assumes no responsibility for delays caused by internet outages or attachment sizes.

Email submittals should be sent to ashley.krulik@maine.gov with “**CAG2024-5 [Community/Organization Name]**” in the subject line. Applications must be submitted in a single PDF file, including all appendices. The maximum attachment size is 20MB.

Emails containing links to file sharing sites or online file repositories will not be accepted, nor will encrypted emails which require opening attachments and logging into a proprietary system. Please check with your organization's Information Technology team to ensure that your security settings will not encrypt your proposal submission.

B. Submitting Questions about the Program Statement

Questions about this program statement and the application process may be directed to ashley.krulik@maine.gov. Include the subject line **"CAG2024-5– Questions"**

Responses provided by program staff should be considered advisory and are not a guarantee of a successful application.

Any responses deemed substantive and binding will be summarized and posted on the [Community Resilience Partnership website](#) on a rolling basis until December 6, 2024. It is the applicant's responsibility to consult this summary.

C. Informational Meeting

GOPIF will host a virtual Informational Meeting concerning the Program Statement. See the Program Statement cover page for the date, time, and web link for the meeting.

The purpose of the Informational Meeting is to answer and/or field questions, clarify aspects of the Program Statement requirements, and provide supplemental information to assist potential Applicants in applying. Although attendance at the Informational Meeting is not mandatory, it is strongly encouraged that interested Applicants attend.

The meeting will be recorded and posted to the [Community Resilience Partnership website](#).

SECTION 3. TERMS & CONDITIONS OF GRANT AWARDS

3.1 Grant Agreement

Grant recipients must enter into a written agreement with the Governor's Office of Policy Innovation and the Future.

3.2 Pre-Award Costs

The Community Resilience Partnership is not liable for any cost incurred by the Grantee or any Grantee subcontractor(s) prior to the effective date in the agreement. The Community Resilience Partnership will not authorize any payments for work completed prior to the effective date of a fully executed agreement.

3.3 Reporting Requirements

Quarterly progress reports and a final report are required. Quarterly reports are due 15 days after the close of the preceding quarter (Quarters: 1/1–3/31; 4/1–6/30; 7/1–9/30; 10/1–12/31). A final report is due 30 days after the end of the grant period.

3.4 Public Records

Following announcement of an award decision, scoring and review notes for all submissions will be public records, available for public inspection pursuant to the State of Maine Freedom of Access Act (FOAA) ([1 M.R.S. § 401](#) et seq.).

Community Resilience Partnership Community Action Grant CAG2024-5 Application Form



CAG2024-5-Applicati
onForm.docx

Applicants must use the embedded application document to complete their application. The application document can be accessed by double clicking on the icon above.

APPENDIX

Eligible Activity Special Instructions

- Purchase of electric vehicles (Action A1): A maximum of \$7,500 of a Community Action Grant may be applied to the purchase of an electric vehicle for municipal or tribal fleets. Eligible vehicles include light-duty, medium-duty, and heavy-duty on-road electric vehicles as well as electric riding mowers and electric outboard engines that are part of a municipal fleet, all subject to the maximum award amount. Where applicable, Efficiency Maine's electric vehicle rebate must be included in the applicant's project budget.
- Energy efficiency projects (Actions B1-B5): Energy efficiency projects such as heat pumps, VRF systems, LED lighting upgrades, water heaters, etc. must be eligible for Efficiency Maine's incentives. The applicant's project budget must include applicable Efficiency Maine rebates or incentives.
 - The energy efficiency project must be located in a municipally, tribally, or publicly owned building.

- Solar Power Purchase Agreement (PPA) (Action C7): Grant funds may be used to enter a PPA to install a new renewable energy project. Proposals to “buy out” an existing PPA are less likely to receive an award.
- Resilience planning as part of comprehensive plan development (Action F1): Grant funds may be used to support specific resilience planning activities that will be integrated into municipal Comprehensive Plans, such as the consideration of policies, regulations, and practices that align with the goals and strategies of Maine Won’t Wait. Proposals to fund full comprehensive plan updates are less likely to be successful unless the proposal clearly describes the goals and specifically how resiliency will be systematically incorporated throughout the plan.
- Bulk purchasing (Action H7): Grant funds may not be used to purchase or subsidize equipment or services for residential or commercial properties.

APPENDIX B

Governor's Office of Policy Innovation and the Future
Community Resilience Partnership
Quarterly Report & Final Case Study Template

Grant Recipient:	Community Name
Grant Type:	Community Action Grant-NOAA
Grant Round:	Spring 2025
Grant End Date	Choose an item.
Grant Award:	Full Amount of Grant Award
Reporting Period:	Choose an item.
Submitted by:	Reporter's Name and Contact Information
Date Submitted:	Date Sent to Contract Administrator

Funds Spent + Requested

	A	B	C	D	E	F
1	Quarter	Funds Spent this Quarter: Enter the actual funds spent for the reporting quarter, i.e. if you are completing your Q2 report, provide the actual funds paid out during Q2.	Funds on Hand: Actual funds on hand on the end of the reporting quarter (may be positive or negative).	Next Quarter Expected Costs: Estimate costs expected to be paid during the upcoming quarter, i.e. if you are completing your Q2 report, provide a cost estimate for Q3.	Expected Cost Description: Brief summary of what the funds will be used for in the upcoming quarter.	Next Quarter Requested Funds: Calculate the cash advance needed for the upcoming quarter, factoring in any funds on hand or deficit from the prior quarter. (Equals Column D minus Column C)
2	Q1: May 15 – June 30, 2025					
3	Q2: July 1 – Sept. 30, 2025					
4	Q3: Oct. 1 – Dec. 31, 2025					
5	Q4: Jan. 1 – Mar. 31, 2026					
6	Q5: Apr. 1 – June 30, 2026					
7	Q6: July 1 – Sept. 30, 2026					
8	Q7: Oct. 1 – Dec. 31, 2026					

9	Q8: Jan. 1 – Mar. 31, 2027					
10	Q9: Apr. 1 – May 14, 2027					
11	TOTAL Funds Spent	SUM B2 : B10				
12	Grant Award					
13	Funds Remaining	Grant Award (B12) minus Total Funds Spent (B11)				

Funds Spent to Date – Payee Information

Provide payment details for all payees that have received grant funds to date and **attach invoices and proof of payment** to your quarterly grant reports.

Payee	Date	Purpose	Funds Expended

QUARTERLY SUMMARY TO INFORM FEDERAL GRANT REPORTING

Insert 1-2 sentence summary of progress made for your project this quarter:

Fill out the following table to track performance measures. You only need to enter information on the ones that are applicable to your project. We understand that many of these may not be applicable until the final quarters of your project.

Performance Measure	# completed by your community this quarter	# completed by your community for entirety of project duration	Notes
Adaptation plans and strategies developed, updated, or implemented (#)			<i>List plans</i>
Laws, regulations, policies, or standards developed, amended, or			<i>List of ordinances, policies, or regulations</i>

implemented to reduce risk or enhance resilience (#)			
Capacity-building activities completed, and individuals trained or engaged (#)			<i>List activity name</i>
Datasets, information products, and tools developed (#)			<i>List datasets, informational projects, or tools</i>

Quarterly Task Updates

In the following narratives for each task, provide an update of progress during the recent quarter on activities and outcomes. Discuss briefly whether the task is on track, ahead of, or behind your expected pace of progress? To what factors do you attribute this pace? Are there opportunities to capitalize on this success or adjust your plans to compensate for the pace?

Task 1 Narrative:	Update on progress of Task 1
Task 1 Percent Complete:	Estimated amount of Task (as a percent)

Task 2 Narrative:	Click or tap here to enter text.
Task 2 Percent Complete:	Click or tap here to enter text.

Task 3 Narrative:	Click or tap here to enter text.
Task 3 Percent Complete:	Click or tap here to enter text.

Task 4 Narrative:	Click or tap here to enter text.
Task 4 Percent Complete:	Click or tap here to enter text.

Task 5 Narrative:	Click or tap here to enter text.
Task 5 Percent Complete:	Click or tap here to enter text.

Task 6 Narrative:	Click or tap here to enter text.
Task 6 Percent Complete:	Click or tap here to enter text.

Task 7 Narrative:	Click or tap here to enter text.
Task 7 Percent Complete:	Click or tap here to enter text.

Add additional tasks if needed

General Narrative

Overview of any conditions not reported in Task narratives, including:

- new opportunities or challenges that have been identified
- new or unexpected partners, or barriers to partnerships
- important lessons to take away from this reporting period

Click or tap here to enter text.

If this is a quarterly report and there is still work remaining under this grant, stop here and delete the following pages.

If this is a final report and all deliverables have been completed, please complete the following pages in addition to the sections above.

Final Report & Case Study

After completing the quarterly update above, fill out this section only when you have completed the scope of work and have no remaining expenses for the grant. This final report is due no later than 30 days after the end of the grant period. See the award notification letter for due dates. If you are not submitting a final report at this time, you may delete the following pages.

Aim for 100-300 words for each response. These responses may be used in publicly accessible materials to share project details, outcomes, lessons, and best practices.

1. Describe the final product(s) or result(s) of the project.

Click or tap here to enter text.

2. As specifically as possible, how has this project advanced the community's priorities for energy efficiency, clean energy, and/or community resilience?

Click or tap here to enter text.

3. How were community members engaged in the project? (check all that apply)

- ☐ Community website
- ☐ Public meeting (select board, town council, committee meeting)
- ☐ Public event (town supper, picnic, workshop)
- ☐ Digital newsletter
- ☐ Direct mailing
- ☐ Development and distribution of educational materials (flyers, posters)
- ☐ Word of mouth
- ☐ Community Based Organization outreach
- ☐ Tabling
- ☐ Other, please explain:

Click or tap here to enter text.

4. Describe specific actions that were taken to include a diverse group of community stakeholders in the project during the grant period, including disadvantaged and more vulnerable community members.

Click or tap here to enter text.

5. Please indicate committees or staff positions created to implement the Community Action Grant (check all that apply):

- ☐ New staff position created or other staffing-related improvement (e.g. part-time position converted to full-time)
- ☐ Existing but dormant community committee was revitalized
- ☐ New community committee formed
- ☐ Volunteers came together to work on project
- ☐ Other, please explain:

Click or tap here to enter text.

6. Please indicate new or revitalized formal collaborations with other entities:

- ☐ Local schools or colleges
- ☐ NGOs/Non-profits
- ☐ Regional planning offices
- ☐ Other communities
- ☐ Businesses
- ☐ Other, please explain:

Click or tap here to enter text.

7. If you were starting this project over again, what lessons would you apply?

Click or tap here to enter text.

8. What future needs has this project surfaced or what future projects will this project enable?
(check all that apply)

- ☐ We created a plan with this grant - the next step is to carry out/implement initial projects
- ☐ We carried out an action with this grant - our next step is to evaluate how it is going and what to do next
- ☐ We carried out an action with this grant - our next step is to carry out a follow-up action
- ☐ This was a one-off project; we have no plans for future steps (e.g., We are done and do not intend to work on this type of project further or we will work on something different next time)
- ☐ Other

Please explain:

Click or tap here to enter text.

9. Will the community seek funding to continue any aspects of this project? If yes, what sources of funding are being considered?

- ☐ Received additional grants from other funders to carry out other aspects of the project that the CAG funded
- ☐ Have applied for (or have specific plans to apply for) a particular grant to follow up on something that came out of the CAG-funded project
- ☐ Interested in applying for future grants to continue the work but no specific plans to do so

- ☐ Interested in applying for other funding but lack capacity for doing so
- ☐ Applied for another round of CAG funding
- ☐ No additional funding being sought out

Please provide more information if applicable.

Click or tap here to enter text.

10. What aspects of the Community Resilience Partnership made your experience with this project easier? What aspects of the Partnership made it more difficult?

Click or tap here to enter text.

11. Is there anything else you would like to share about your experience with the grant project?

Click or tap here to enter text.

12. Please attach and send any final grant project deliverables that can easily be shared, including plans, reports, assessments, community outreach materials, design documents, etc.

13. If available, please separately attach a photo or two that illustrates the project's final outcome or a significant milestone, event, or community meeting along the way. Please provide a caption below for each photo so we may use them in Partnership materials.

Click or tap here to enter text.

14. Please provide a final account of the project's expenditures compared to the budget proposed in the grant application. "Other Funds" may include local funds, in-kind match, other grants, or Efficiency Maine incentives.

	Proposed grant funds	Grant funds expended	Other funds expended	Total funds expended
Task 1:				
Task 2:				
Task 3:				
Task 4:				
Task 5:				
Task 6:				
Task 7:				
(add tasks as needed)				
Total:				
*Difference between proposed and actual expenditures:				

***Any unspent or unused grant funds must be returned to the State of Maine.** Please make a check payable to "Treasurer State of Maine" for the unspent amount with "Community Resilience Partnership: return of funds" in the memo, and mail it to:

Governor's Office of Policy Innovation and the Future
 Attn: Ashley Krulik
 181 State House Station
 Augusta, Maine 04333-0181

APPENDIX C

Uniform Guidance: [eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#)

Subpart C Pre-Federal Award Requirements and Contents of Federal Awards

§ 200.216 Prohibition on certain telecommunications and video surveillance equipment or services.

- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - (1) Procure or obtain covered telecommunications equipment or services;
 - (2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.
- (b) As described in section 889 of [Public Law 115-232](#), “covered telecommunications equipment or services” means any of the following:
 - (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
 - (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - (3) Telecommunications or video surveillance services provided by such entities or using such equipment;
 - (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;
- (c) For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- (d) In implementing the prohibition under section 889 of [Public Law 115-232](#), heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that telecommunications service to users and customers is sustained.
- (e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.
- (f) For additional information, see section 889 of [Public Law 115-232](#) and [§ 200.471](#).

Subpart D Post Federal Award Requirements

§ 200.318 General procurement standards.

- (a) *Documented procurement procedures.* The recipient or subrecipient must maintain and use documented procedures for procurement transactions under a Federal award or subaward, including for acquisition of property or services. These documented procurement procedures must be consistent with State, local, and tribal laws and regulations and the standards identified in §§ 200.317 through 200.327.
- (b) *Oversight of contractors.* Recipients and subrecipients must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. See also § 200.501(h).
- (c) *Conflicts of interest.*
 - (1) The recipient or subrecipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts. No employee, officer, agent, or board member with a real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by the Federal award. A conflict of interest includes when the employee, officer, agent, or board member, any member of their immediate family, their partner, or an organization that 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 an entity considered for a contract. An employee, officer, agent, and board member of the recipient or subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors. However, the recipient or subrecipient may set standards for situations where the financial interest is not substantial or a gift is an unsolicited item of nominal value. The recipient's or subrecipient's standards of conduct must also provide for disciplinary actions to be applied for violations by its employees, officers, agents, or board members.
 - (2) If the recipient or subrecipient has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian Tribe, the recipient or subrecipient must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest mean that because of relationships with a parent company, affiliate, or subsidiary organization, the recipient or subrecipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.
- (d) *Avoidance of unnecessary or duplicative items.* The recipient's or subrecipient's procedures must avoid the acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. When appropriate, an analysis should be made between leasing and purchasing property or equipment to determine the most economical approach.
- (e) *Procurement arrangements using strategic sourcing.* When appropriate for the procurement or use of common or shared goods and services, recipients and subrecipients are encouraged to enter into State and local intergovernmental agreements or inter-entity agreements for procurement transactions. These or similar procurement arrangements using strategic sourcing may foster greater economy and efficiency. Documented procurement actions of this type (using strategic sourcing, shared services, and other similar procurement arrangements) will meet the competition requirements of this part.
- (f) *Use of excess and surplus Federal property.* The recipient or subrecipient is encouraged to use excess and surplus Federal property instead of purchasing new equipment and property when it is feasible and reduces project costs.
- (g) *Use of value engineering clauses.* When practical, the recipient or subrecipient is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering means analyzing each contract item or task to

Addendum A – Agency Uniform Guidance

ensure its essential function is provided at the overall lowest cost.

- (h) **Responsible contractors.** The recipient or subrecipient must award contracts only to responsible contractors that possess the ability to perform successfully under the terms and conditions of a proposed contract. The recipient or subrecipient must consider contractor integrity, public policy compliance, proper classification of employees (see the Fair Labor Standards Act, 29 U.S.C. 201, chapter 8), past performance record, and financial and technical resources when conducting a procurement transaction. See also § 200.214.
- (i) **Procurement records.** The recipient or subrecipient must maintain records sufficient to detail the history of each procurement transaction. These records must include the rationale for the procurement method, contract type selection, contractor selection or rejection, and the basis for the contract price.
- (j) **Time-and-materials type contracts.**
 - (1) The recipient or subrecipient may use a time-and-materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time-and-materials type contract means a contract whose cost to a recipient or subrecipient is the sum of:
 - (i) The actual cost of materials; and
 - (ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.
 - (2) Because this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the recipient or subrecipient awarding such a contract must assert a high degree of oversight to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.
- (k) **Settlement of contractual and administrative issues.** The recipient or subrecipient is responsible for the settlement of all contractual and administrative issues arising out of its procurement transactions. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the recipient or subrecipient of any contractual responsibilities under its contracts. The Federal agency will not substitute its judgment for that of the recipient or subrecipient unless the matter is primarily a Federal concern. The recipient or subrecipient must report violations of law to the Federal, State, or local authority with proper jurisdiction.
- (l) **Examples of labor and employment practices.**
 - (1) The procurement standards in this subpart do not prohibit recipients or subrecipients from:
 - (i) Using Project Labor Agreements (PLAs) or similar forms of pre-hire collective bargaining agreements;
 - (ii) Requiring construction contractors to use hiring preferences or goals for people residing in high-poverty areas, disadvantaged communities as defined by the Justice40 Initiative (see OMB Memorandum M-21-28), or high-unemployment census tracts within a region no smaller than the county where a federally funded construction project is located. The hiring preferences or goals should be consistent with the policies and procedures of the recipient or subrecipient, and must not prohibit interstate hiring;
 - (iii) Requiring a contractor to use hiring preferences or goals for individuals with barriers to employment (as defined in section 3 of the Workforce Innovation and Opportunity Act (29 U.S.C. 3102(24))), including women and people from underserved communities as defined by Executive Order 14091;

Addendum A – Agency Uniform Guidance

- (iv) Using agreements intended to ensure uninterrupted delivery of services; using agreements intended to ensure community benefits; or
- (v) Offering employees of a predecessor contractor rights of first refusal under a new contract.
- (2) Recipients and subrecipients may use the practices listed in paragraph (1) if consistent with the U.S. Constitution, applicable Federal statutes and regulations, the objectives and purposes of the applicable Federal financial assistance program, and other requirements of this part.

§ 200.319 Competition.

- (a) All procurement transactions under the Federal award must be conducted in a manner that provides full and open competition and is consistent with the standards of this section and § 200.320.
- (b) To ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids must be excluded from competing on those procurements.
- (c) Examples of situations that may restrict competition include, but are not limited to:
 - (1) Placing unreasonable requirements on firms for them to qualify to do business;
 - (2) Requiring unnecessary experience and excessive bonding;
 - (3) Noncompetitive pricing practices between firms or between affiliated companies;
 - (4) Noncompetitive contracts to consultants that are on retainer contracts; Organizational
 - (5) conflicts of interest;
 - (6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
 - (7) Any arbitrary action in the procurement process.
- (d) The recipient or subrecipient must have written procedures for procurement transactions. These procedures must ensure that all solicitations:
 - (1) Are made in accordance with § 200.319(b);
 - (2) Incorporate a clear and accurate description of the technical requirements for the property, equipment, or service being procured. The description may include a statement of the qualitative nature of the property, equipment, or service to be procured. When necessary, the description must provide minimum essential characteristics and standards to which the property, equipment, or service must conform. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to clearly and accurately describe the technical requirements, a “brand name or equivalent” description of features may be used to provide procurement requirements. The specific features of the named brand must be clearly stated; and
 - (3) Identify any additional requirements which the offerors must fulfill and all other factors that will be used in evaluating bids or proposals.
- (e) The recipient or subrecipient must ensure that all prequalified lists of persons, firms, or products used in procurement transactions are current and include enough qualified sources to ensure maximum open competition. When establishing or amending prequalified lists, the recipient or subrecipient must consider objective factors that evaluate price and cost to maximize competition. The recipient or subrecipient must not preclude potential bidders from qualifying during the solicitation period.
- (f) To the extent consistent with established practices and legal requirements applicable to the recipient or subrecipient, this subpart does not prohibit recipients or subrecipients from developing written procedures

Addendum A – Agency Uniform Guidance

for procurement transactions that incorporate a scoring mechanism that rewards bidders that commit to specific numbers and types of U.S. jobs, minimum compensation, benefits, on-the-job-training for employees making work products or providing services on a contract, and other worker protections. This subpart also does not prohibit recipients and subrecipients from making inquiries of bidders about these subjects and assessing the responses. Any scoring mechanism must be consistent with the U.S. Constitution, applicable Federal statutes and regulations, and the terms and conditions of the Federal award.

- (g) Noncompetitive procurements can only be awarded in accordance with § 200.320(c).

§ 200.320 Procurement methods.

There are three types of procurement methods described in this section: informal procurement methods (for micro-purchases and simplified acquisitions); formal procurement methods (through sealed bids or proposals); and noncompetitive procurement methods. For any of these methods, the recipient or subrecipient must maintain and use documented procurement procedures, consistent with the standards of this section and §§ 200.317, 200.318, and 200.319.

- (a) *Informal procurement methods for small purchases.* These procurement methods expedite the completion of transactions, minimize administrative burdens, and reduce costs. Informal procurement methods may be used when the value of the procurement transaction under the Federal award does not exceed the simplified acquisition threshold as defined in § 200.1. Recipients and subrecipients may also establish a lower threshold. Informal procurement methods include:

- (1) *Micro-purchases* —

- (i) *Distribution.* The aggregate amount of the procurement transaction does not exceed the micro-purchase threshold defined in § 200.1. To the extent practicable, the recipient or subrecipient should distribute micro-purchases equitably among qualified suppliers.
- (ii) *Micro-purchase awards.* Micro-purchases may be awarded without soliciting competitive price or rate quotations if the recipient or subrecipient considers the price reasonable based on research, experience, purchase history, or other information; and maintains documents to support its conclusion. Purchase cards may be used as a method of payment for micro-purchases.
- (iii) *Micro-purchase thresholds.* The recipient or subrecipient is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the recipient or subrecipient must be authorized or not prohibited under State, local, or tribal laws or regulations. The recipient or subrecipient may establish a threshold higher than the Federal threshold established in the Federal Acquisition Regulations (FAR) in accordance with paragraphs (a)(1)(iv) and (v) of this section.
- (iv) *Recipient or subrecipient increase to the micro-purchase threshold up to \$50,000.* The recipient or subrecipient may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this section. The recipient or subrecipient may self-certify a threshold up to \$50,000 on an annual basis and must maintain documentation to be made available to the Federal agency or pass-through entity and auditors in accordance with § 200.334. The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:
 - (A) A qualification as a low-risk auditee, in accordance with the criteria in § 200.520 for the

Addendum A – Agency Uniform Guidance

most recent audit;

(B) An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,

(C) For public institutions, a higher threshold is consistent with State law.

(v) *Recipient or subrecipient increase to the micro-purchase threshold over \$50,000.* Micro-purchase thresholds higher than \$50,000 must be approved by the cognizant agency for indirect costs.

The recipient or subrecipient must submit a request that includes the requirements in paragraph (a)(1)(iv) of this section. The increased threshold is valid until any factor that was relied on in the establishment and rationale of the threshold changes.

(2) *Simplified acquisitions* —

(i) *Simplified acquisition procedures.* The aggregate dollar amount of the procurement transaction is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If simplified acquisition procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources. Unless specified by the Federal agency, the recipient or subrecipient may exercise judgment in determining what number is adequate.

(ii) *Simplified acquisition thresholds.* The recipient or subrecipient is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk, and its documented procurement procedures, which may be lower than, but must not exceed, the threshold established in the FAR.

(b) *Formal procurement methods.* Formal procurement methods are required when the value of the procurement transaction under a Federal award exceeds the simplified acquisition threshold of the recipient or subrecipient. Formal procurement methods are competitive and require public notice. The following formal methods of procurement are used for procurement transactions above the simplified acquisition threshold determined by the recipient or subrecipient in accordance with paragraph (a)(2)(ii) of this section:

(1) *Sealed bids.* This is a procurement method in which bids are publicly solicited through an invitation and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid conforms with all the material terms and conditions of the invitation and is the lowest in price. The sealed bids procurement method is preferred for procuring construction services.

(i) For sealed bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders have been identified as willing and able to compete effectively for the business; and

(C) The procurement lends itself to a firm-fixed-price contract, and the selection of the successful bidder can be made principally based on price.

(ii) If sealed bids are used, the following requirements apply:

(A) Bids must be solicited from an adequate number of qualified sources, providing them with sufficient response time prior to the date set for opening the bids. Unless specified by the Federal agency, the recipient or subrecipient may exercise judgment in determining what number is adequate. For local governments, the invitation for bids must be publicly advertised.

- (B) The invitation for bids must define the items or services with specific information, including any required specifications, for the bidder to properly respond;
 - (C) All bids will be opened at the time and place prescribed in the invitation for bids. For local governments, the bids must be opened publicly.
 - (D) A firm-fixed-price contract is awarded in writing to the lowest responsive bid and responsible bidder. When specified in the invitation for bids, factors such as discounts, transportation cost, and life-cycle costs must be considered in determining which bid is the lowest. Payment discounts must only be used to determine the low bid when the recipient or subrecipient determines they are a valid factor based on prior experience.
 - (E) The recipient or subrecipient must document and provide a justification for all bids it rejects.
- (2) *Proposals.* This is a procurement method used when conditions are not appropriate for using sealed bids. This procurement method may result in either a fixed-price or cost-reimbursement contract. They are awarded in accordance with the following requirements:
- (i) Requests for proposals require public notice, and all evaluation factors and their relative importance must be identified. Proposals must be solicited from multiple qualified entities. To the maximum extent practicable, any proposals submitted in response to the public notice must be considered.
 - (ii) The recipient or subrecipient must have written procedures for conducting technical evaluations and making selections.
 - (iii) Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the recipient or subrecipient considering price and other factors; and
 - (iv) The recipient or subrecipient may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby the offeror's qualifications are evaluated, and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where the price is not used as a selection factor, can only be used to procure architectural/engineering (A/E) professional services. The method may not be used to purchase other services provided by A/E firms that are a potential source to perform the proposed effort.
- (c) *Noncompetitive procurement.* There are specific circumstances in which the recipient or subrecipient may use a noncompetitive procurement method. The noncompetitive procurement method may only be used if one of the following circumstances applies:
- (1) The aggregate amount of the procurement transaction does not exceed the micro-purchase threshold (see paragraph (a)(1) of this section);
 - (2) The procurement transaction can only be fulfilled by a single source;
 - (3) The public exigency or emergency for the requirement will not permit a delay resulting from providing public notice of a competitive solicitation;
 - (4) The recipient or subrecipient requests in writing to use a noncompetitive procurement method, and the Federal agency or pass-through entity provides written approval; or
 - (5) After soliciting several sources, competition is determined inadequate.

§ 200.321 Contracting with small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms.

- (a) When possible, the recipient or subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered as set forth below.
- (b) Such consideration means:
 - (1) These business types are included on solicitation lists;
 - (2) These business types are solicited whenever they are deemed eligible as potential sources;
 - (3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types;
 - (4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;
 - (5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (6) Requiring a contractor under a Federal award to apply this section to subcontracts.

§ 200.322 Domestic preferences for procurements.

- (a) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.
- (b) For purposes of this section:
 - (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- (c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

§ 200.323 Procurement of recovered materials.

- (a) A recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000;

procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- (b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

§ 200.324 Contract cost and price.

- (a) The recipient or subrecipient must perform a cost or price analysis for every procurement transaction, including contract modifications, in excess of the simplified acquisition threshold. The method and degree of analysis conducted depend on the facts surrounding the particular procurement transaction. For example, the recipient or subrecipient should consider potential workforce impacts in their analysis if the procurement transaction will displace public sector employees. However, as a starting point, the recipient or subrecipient must make independent estimates before receiving bids or proposals.
- (b) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that the costs incurred or cost estimates included in negotiated prices would be allowable for the recipient or subrecipient under subpart E of this part. The recipient or subrecipient may reference its own cost principles as long as they comply with subpart E of this part.
- (c) The recipient or subrecipient must not use the “cost plus a percentage of cost” and “percentage of construction costs” methods of contracting.

§ 200.325 Federal agency or pass-through entity review.

- (a) The Federal agency or pass-through entity may review the technical specifications of proposed procurements under the Federal award if the Federal agency or pass-through entity believes the review is needed to ensure that the item or service specified is the one being proposed for acquisition. The recipient or subrecipient must submit the technical specifications of proposed procurements when requested by the Federal agency or pass-through entity. This review should take place prior to the time the specifications are incorporated into a solicitation document. When the recipient or subrecipient desires to accomplish the review after a solicitation has been developed, the Federal agency or pass-through entity may still review the specifications. In those cases, the review should be limited to the technical aspects of the proposed purchase.
- (b) When requested, the recipient or subrecipient must provide procurement documents (such as requests for proposals, invitations for bids, or independent cost estimates) to the Federal agency or pass-through entity for pre-procurement review. The Federal agency or pass-through entity may conduct a pre-procurement review when:
 - (1) The recipient's or subrecipient's procurement procedures or operation fails to comply with the procurement standards in this part;
 - (2) The procurement is expected to exceed the simplified acquisition threshold and is to be awarded without competition, or only one bid is expected to be received in response to a solicitation;
 - (3) The procurement is expected to exceed the simplified acquisition threshold and specifies a “brand name” product.

- (4) The procurement is expected to exceed the simplified acquisition threshold, and a sealed bid procurement is to be awarded to an entity other than the apparent low bidder; or
 - (5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.
- (c) The recipient or subrecipient is exempt from the pre-procurement review in paragraph (b) of this section if the Federal agency or pass-through entity determines that its procurement systems comply with the standards of this part.
- (1) The recipient or subrecipient may request that the Federal agency or pass-through entity review its procurement system to determine whether it meets these standards for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding and third-party contracts are awarded regularly.
 - (2) The recipient or subrecipient may self-certify its procurement system. However, self-certification does not limit the Federal agency's or pass-through entity's right to review the system. Under a self-certification procedure, the Federal agency or pass-through entity may rely on written assurances from the recipient or subrecipient that it is complying with the standards of this part. The recipient or subrecipient must cite specific policies, procedures, regulations, or standards as complying with these requirements and have its system available for review.

§ 200.326 Bonding requirements.

The Federal agency or pass-through entity may accept the recipient's or subrecipient's bonding policy and requirements for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold. Before doing so, the Federal agency or pass-through entity must determine that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The bid guarantee must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute any required contractual documents within the specified timeframe.
- (b) A performance bond on the contractor's part for 100 percent of the contract price. A performance bond is a bond executed in connection with a contract to secure the fulfillment of all the contractor's requirements under a contract.
- (c) A payment bond on the contractor's part for 100 percent of the contract price. A payment bond is a bond executed in connection with a contract to assure payment as required by the law of all persons supplying labor and material in the execution of the work provided for under a contract.

§ 200.327 Contract provisions.

The recipient's or subrecipient's contracts must contain the applicable provisions described in Appendix II of this part.

APPENDIX D

Addendum E – Subaward Agreement

Subaward

Between

The State of Maine, Governor's Office of Policy Innovation and the Future

AND

City of Portland

1. This Subaward is made by and between the State of Maine, Governor's Office of Policy Innovation and the Future (Recipient) and the City of Portland (Subrecipient).
2. Whereas, the Recipient and Subrecipient understand and agree that the funds disbursed under this Subaward may only be used for the purposes set forth in the Subrecipient's statement of work governed by NOAA Climate Resilience Regional Challenge (Federal Award).
3. Purpose of Subaward:

Capitalize the Community Resilience Partnership grant program to support community-identified risk reduction and climate resilience projects.
The awarded community will complete a community action grant to support these program goals.

4. Accounting and Award Information:
- a. Control Number: _____.
 - b. Reporting Codes (include applicable FYs): _____
 - c. Advantage Account Coding: ____ - ____ - ____ - ____
 - d. Vendor Code: VC1000073471
 - e. Subrecipient's unique entity identifier (UEI#): LZKCFAJXBAC8

Addendum E – Subaward Agreement

5. Federal Award Information:

- a. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA):

Climate Resilience Regional Challenge

Resilient Maine: Local Adaptation and Resilience Actions at a Coastwide Scale

This project will focus on reducing climate impacts through nature-based solutions, strengthening the resilience of Maine's working waterfronts, and building enduring capacity to prepare for, and respond to, climate effects on our communities, people, and economy. Activities funded through the project will include supporting underserved, rural, and tribal communities in the development and implementation of climate adaptation strategies; expanding the availability and use of technical assistance tools and training focused on flood risk, saltwater intrusion, bluff stability, and living shorelines; updating the state's regulatory framework to support climate resilience; conducting demonstration projects that incentivize regional collaboration and nature-based solutions; and strengthening the climate resilience of vulnerable public infrastructure and working waterfronts.

- b. Federal Award Identification Number (FAIN): NA24NOSX473C0106-T1-01
- c. Federal Award Date: 08/19/2024
- d. Federal Award Period of Performance and Budget Period Start and End Date: 10/01/2024 through 09/30/2029.
- e. Amount of Federal Funds Obligated by this action by the pass-through entity (the Recipient) to the Subrecipient: \$179,300.
- f. Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including the current obligation: \$179,300.
- g. Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity: \$179,300.
- h. Name of Federal awarding agency: NOAA Office for Coastal Management.
- i. Name and Email Address for State Agency Contact:
Sarah Curran, Sarah.curran@maine.gov.
- j. Assistance Listing and Name: Assistance Listing Number: 11.473. Office for Coastal Management.
- k. Is this an R&D award? Yes ☐ No ☒
- l. Indirect cost rate for the Federal award (including if the de minimis rate is charged):
10%

6. Now, therefore, for Subaward amount received or to be received, including but not limited to the performance by the Recipient and the Subrecipient (the Parties) of their respective obligations under this Subaward, the Parties hereby agree as follows:
- a. This agreement is a Subaward and it is not a contract for goods or services.
- b. The Recipient is the pass-through entity.

Addendum E – Subaward Agreement

- c. This agreement is for costs incurred between 10/01/2024
(dd/mm/yyyy) and 09/30/2029 (dd/mm/yyyy). The period of
performance will run until 09/30/2029 (dd/mm/yyyy) which will
provide Recipients a reasonable amount of time to complete projects
funded by NOAA CRRC (Federal Award).

7. The Recipient will:

- a. Perform a Risk of Noncompliance Evaluation over the Subrecipient as required by the Federal Uniform Guidance. Depending on the outcome of the Risk of noncompliance Evaluation, the Recipient may add additional requirements and/or restrictions for the use of this funding.
- b. Communicate Federal Guidance references to the Subrecipient; including reporting requirements.
- c. Communicate changes in guidance or requirements as relevant to the Subrecipient(s).
- d. Transfer funding as necessary to the Subrecipient upon receiving required information and reporting data after the first transfer.
- e. Monitor the Subrecipient.
- f. Obtain a listing of expenditures along with other reporting data as required by the NOAA Office of Coastal Management (Federal Awarding Agency).
- g. Fulfill Federal reporting responsibilities with information furnished by the Subrecipient.
- h. Add other items to this agreement as necessary to satisfy the Recipient's responsibilities to the NOAA (Federal Awarding Agency).
- i. Update this document if additional funding is approved for same purpose.
- j. Verify that the Subrecipient is audited as required by Subpart F of the Uniform Guidance when it is expected that the Subrecipient's Federal awards expended during the respective fiscal year equal or exceeded \$750,000.

8. The Subrecipient will:

- a. Use the Federal funds only for the eligible and permitted uses as included in the Federal regulations, executive orders, awarding agency specific award compliance requirements and state statute, and specifically for the purpose(s) as outlined in the Subrecipient's statement of work.
- b. Use the Federal funds obligated by this document for eligible costs incurred between 10/01/2024 (dd/mm/yyyy) and 09/30/2029 (dd/mm/yyyy.) With funds being expended, liquidated, and reimbursed by 09/30/2029 (dd/mm/yyyy).
- c. A cost is considered to have been incurred once a recipient enters into a Subaward or contract that obligates the recipient to cover that cost. Return to the State of Maine any funds that will not be fully utilized, as soon as possible, and no later than 09/30/2029 (dd/mm/yyyy.)

Addendum E – Subaward Agreement

- d. Follow the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) (the Uniform Guidance), including the cost principles and restrictions on general provisions for selected items of cost.
 - e. Unless explicitly permitted by the Federal Award, Subrecipients will not use Federal funds as non-Federal match for other Federal programs whose statute or regulations bar the use of Federal funds to meet matching requirements.
 - f. Allow Recipient and Federal auditors to audit records as necessary.
 - g. Furnish Recipient with expenditure documentation governed by the payment terms and conditions of this contract.
 - h. Follow the procurement standards in the Uniform Guidance, 2 CFR Part 200.317 through 200.327. Refer to Section 7 in this document and Addendum A.
 - i. Abide by prohibition on certain telecommunication and video surveillance services or equipment as outlined in the Uniform Guidance, 2 CFR 200.216. Refer to Addendum A.
9. Procurement, Suspension and Debarment
- a. Recipients and Subrecipients are responsible for ensuring that any procurement using SLFRF funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. The Uniform Guidance establishes in 2 CFR 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only in circumstances where at least one of the conditions below is true: the item is below the micro-purchase threshold; the item is only available from a single source; the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or after solicitation of a number of sources, competition is determined inadequate. Recipients must have and use documented procurement procedures that are consistent with the standards outlined in 2 CFR 200.317 through 2 CFR 200.320. The Uniform Guidance requires an infrastructure for competitive bidding and contractor oversight, including maintaining written standards of conduct and prohibitions on dealing with suspended or debarred parties. Your organization must ensure adherence to all applicable local, State, and Federal procurement laws and regulations.
 - b. The Subrecipient of this grant certifies that their organization and their organization's principals are not suspended or debarred from participating in covered transactions and transactions covered under the Federal Acquisition Regulation.
10. Please note that failure to comply with the restrictions on use contained in the Federal guidance may result in recoupment of funds.

**Addendum E –
Subaward Agreement**

11. Additionally, please note that Recipients and Subrecipients are the first line of defense, and responsible for ensuring the Federal award funds are not used for ineligible purposes, and there is no fraud, waste, and abuse associated with their Federal award.

12. Disclosures:

a. Required Disclosure: Recipients/Subrecipients must disclose in writing any potential conflict of interest to the State of Maine (the Uniform Guidance, 2 CFR 200.112).

i. Please disclose conflicts of interest here or include N/A Not Applicable.

N/A

b. Mandatory Disclosure: Recipients/Subrecipients must disclose, in a timely manner all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII to this part are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). (2 CFR 200.13).

i. Please disclose all violations here or include N/A, Not Applicable.

N/A

**Addendum E –
Subaward Agreement**

13. Conflicts of Interest:

- a. A Subrecipient may not use Federal funds in violation of the conflict-of-interest requirements contained in this Award, including any self-dealing or violation of ethics rules. Subrecipients are required to establish policies and procedures to manage potential conflicts of interest.

14. Signatures

For the State of Maine, ^{Governor's Office of Policy Innovation and the Future} _____ (Recipient):

Authorized State Signatory's Name Here

Date

Subrecipient Representative's Name Here

Date

APPENDIX E

Addendum F – NOAA Award Specific Federal Compliance and Reporting

Requirements per the NOAA Award Letter include:

NOAA STANDARD TERMS AND CONDITIONS.....	1
2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 1327.101	1
DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS.....	1
Bureau Financial Assistance Standard Terms and Conditions	1
Department of Commerce Pre-Award Notification Requirements for Grants and Cooperative Agreements (REF: 79FR 78390)	1
SPECIFIC AWARD CONDITIONS	2
Required Use of American Iron, Steel, Manufactured Products, and Construction Materials	2
SPECIAL CONDITIONS Inflation Reduction Act Climate Regional Resilience Challenge Awards	6
Post Award Environmental Review Process	7
Supplemental Reporting Guidance	7

NOAA STANDARD TERMS AND CONDITIONS

2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 1327.101

<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1>

DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS

<https://www.commerce.gov/oam/policy/financial-assistance-policy>

The Department of Commerce Financial Assistance Standard Terms and Conditions (ST&C) issued November 12, 2020, are incorporated by reference into this award:

<https://www.commerce.gov/oam/policy/financial-assistance-policy>

Bureau Financial Assistance Standard Terms and Conditions

Administrative Standard Award Conditions for National Oceanic and Atmospheric Administration (NOAA) Financial Assistance Awards U.S. Department of Commerce

Department of Commerce Pre-Award Notification Requirements for Grants and Cooperative Agreements (REF: 79FR 78390)

<https://www.govinfo.gov/content/pkg/FR-2014-12-30/pdf/2014-30297.pdf>

SPECIFIC AWARD CONDITIONS

Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Buy America Preference. Recipients of an award of Federal financial assistance from the Department of Commerce (Department) for a program for infrastructure are hereby notified that none of the funds provided under this award may be used for an infrastructure project 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 that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; 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 construction materials standards are listed below.

Incorporation into an infrastructure project. 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.

Categorization of articles, materials, and supplies. An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii) Manufactured products; (iii) Construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated.

Application of the Buy America Preference by category. An article, material, or supply incorporated into an infrastructure project must meet the Buy America Preference for only the single category in which it is classified.

Determining the cost of components for manufactured products. In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, use the following instructions:

- a. For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- b. For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (a), plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product.

Construction material standards. The Buy America Preference applies to the following construction materials incorporated into infrastructure projects. Each construction material is followed by a standard for the material to be considered “produced in the United States.” Except as specifically provided, only a single standard should be applied to a single construction material.

1. Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.
2. Plastic and polymer-based products. All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.
3. Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.
4. Fiber optic cable (including drop cable). All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.
5. Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.
6. Lumber. All manufacturing processes, from initial debarking through treatment and planing, occurred in the United States.
7. Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.
8. Engineered wood. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

Waivers

When necessary, recipients may apply for, and the Department may grant, a waiver from these requirements.

To help federal agencies and recipients meet BABA requirements, the U.S. Department of Commerce, National Institute for Standards and Technology (NIST), Hollings Manufacturing Extension Partnership (MEP) National Network™ provides a service to connect stakeholders, including recipients, to U.S. manufacturers that have relevant production capabilities and capacities to help fulfill current market

and supply chain needs. Recipients considering a BABA nonavailability waiver are strongly encouraged to contact the NIST/MEP for assistance with supplier scouting services prior to seeking a BABA nonavailability waiver. Further information on the NIST/MEP supplier scouting services is available at: <https://nist.gov/mep/supply-chain/supplier-scouting>.

When the Department has made a determination that one of the following exceptions applies, the awarding official may waive the application of the Buy America Preference in any case in which the Department determines that:

applying the Buy America Preference would be inconsistent with the public interest (public interest waiver);

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 (nonavailability waiver); or

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 (unreasonable cost waiver).

A request to waive the application of the Buy America Preference must be in writing. The Department 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 on the Department's Build America, Buy America website found at <https://www.commerce.gov/oam/build-america-buy-america>.

Definitions

"Buy America Preference" means the "domestic content procurement preference" set forth in section 70914 of the Build America, Buy America Act, which requires the head of each Federal agency to ensure that none of the funds made available for a Federal award for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States.

"Construction materials" means articles, materials, or supplies that consist of only one of the items listed in paragraph (1) of this definition, except as provided in paragraph (2) of this definition. To the extent one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material. 1. The listed items are: i. Non-ferrous metals; ii. Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); iii. Glass (including optic glass); iv. Fiber optic cable (including drop cable); v. Optical fiber; vi. Lumber; vii. Engineered wood; and viii. Drywall. 2. Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

"Infrastructure" means public infrastructure projects in the United States, which includes, at a minimum, the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight

railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging.

“Infrastructure project” means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States regardless of whether infrastructure is the primary purpose of the project. See also paragraphs (c) and (d) of 2 CFR 184.4.

“Iron or steel products” means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.

“Manufactured products” means: 1. Articles, materials, or supplies that have been: i. Processed into a specific form and shape; or ii. Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies. 2. If an item is classified as an iron or steel product, a construction material, or a Section 70917(c) material under 2 CFR 184.4(e) and the definitions set forth in 2 CFR 184.3, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under 2 CFR 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or Section 70917(c) materials.

“Predominantly of iron or steel or a combination of both” means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

“Section 70917(c) materials” means cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. See Section 70917(c) of the Build America, Buy America Act.

IMPLEMENTATION OF DOMESTIC SOURCING REQUIREMENT

Prior to initiation of any construction that may arise in this award, the Recipient is required to inform the NOAA Grants Officer and the Federal Program Officer whether it is using iron, steel, manufactured products, or construction materials as described in the Specific Award Condition in this award on Required Use of American Iron, Steel, Manufactured Products, and Construction Materials. In addition, the Recipient is required to inform the NOAA Grants Officer and the Federal Program Officer whether those materials are produced or manufactured in the United States, or alternatively, it is requesting one or more waivers, as described in the award condition. The Recipient is required to coordinate with NOAA regarding its compliance with this Term.

SIGNS (BIL/IRA)

The Recipient is responsible for constructing, erecting, and maintaining in good condition throughout the construction period a sign(s) satisfactory to NOAA that identifies the project and indicates that the project is Federally funded by the Bi-Partisan Infrastructure Law, and/or the Inflation Reduction Act (IRA). NOAA may require that the recipient maintain a permanent plaque or sign at the project site with

the same or similar information. The temporary and permanent proposed signage implementation plans must be submitted to and approved by NOAA prior to installation.

SPECIAL CONDITIONS Inflation Reduction Act Climate Regional Resilience Challenge Awards

A. Implementing Project Activities: Prior to implementing a project activity developed as part of a planning activity funded under this award, the applicant must ensure that the work will be conducted in accordance with appropriate Federal, state and local laws.

B. Field Work: The applicant must ensure that any field work conducted as part of educational, training or volunteer programs/activities will be conducted in accordance with appropriate Federal, state and local laws and will follow recognized best practices for minimizing impacts to the human and natural environment.

C. Safety: The Recipient is responsible for safety in the project, including the safety of project personnel, associates, visitors, and volunteers. In addition, for any Self-Contained Underwater Breathing Apparatus (SCUBA) diving activities in a project, it is the responsibility of the Recipient to ensure that SCUBA divers are certified to a level commensurate with the type and conditions of the diving activity being undertaken. Furthermore, it is the responsibility of the Recipient to ensure that any SCUBA diving activities under this award meet, at a minimum, all applicable Federal, State, and local laws and regulations pertaining to the type of SCUBA diving being undertaken.

D. Uncrewed Aircraft Systems: If this project involves Unoccupied Aircraft Systems (UAS or drone technology), the Recipient is responsible for coordinating with the Federal Program Officer regarding any applicable policies and standards in NOAA's Office of Marine and Aviation Operations (OMAO) Handbook (June 2022, and any updates). See <https://www.oma.noaa.gov/learn/aircraft-operations/aircraft/uncrewed-aircraft-systems>. In addition, for any UAS activities in a project, it is the responsibility of the Recipient to ensure it has complied with applicable federal/state/local laws and have the appropriate permits in hand prior to conducting drone operations.

E. Supplemental Guidance on Acknowledgement of Sponsorship for Climate Regional Resilience Challenge Awards: The following provision supplements the Department of Commerce Financial Assistance Standard Terms and Conditions G.05 and the Environmental Data and Publications Special Award Condition in this award: The cover of the title page of all reports, studies, or other documents, published or distributed electronically or hard copy, and acknowledgement pages of websites and web pages, that are supported in whole or in part by this award or any subawards shall acknowledge the financial assistance provided by the Inflation Reduction Act administered by the Office for Coastal Management, National Oceanic and Atmospheric Administration.

F. International Travel: Consistent with Department of Commerce Financial Assistance Standard Term and Condition G.05.d., all international travel is required to comply with the regulations set forth in the Fly America Act, 49 U.S.C. 40118.

G. Subaward and Contract Extensions: The Recipient is responsible for administering any requests for extensions of performance periods for any approved subaward or contract up to, but not beyond, the full Federal award period without prior approval by NOAA. NOAA must be notified in writing of any such task extension in semi-annual performance reports.

H. Funding Acknowledgment Sign: For any property restored or acquired under the award, the Recipient shall cause to be erected at the property a permanent plaque or sign satisfactory to NOAA that identifies the project and credits the "National Oceanic and Atmospheric Administration through the Inflation Reduction Act" as a funding source.

The Recipient's final project report shall include photographs of the sign installed at the property as evidence that this award condition has been met.

I. Meeting Attendance: Applicants should allocate travel funds for any necessary coordination meetings at regional or national levels. Applicants should budget travel costs for up to two representatives of each collaborative to participate in three national Climate Regional Resilience Challenge program meetings during the period of performance.

Post Award Environmental Review Process

National Environmental Policy Act (NEPA) Requirements for Change of Scope: Under Department of Commerce Standard Terms and Conditions G.04.a., the Recipient is required to identify to NOAA any impact the award will have on the quality of the human environment, and assist NOAA in complying with NEPA and associated environmental laws and policies. For any tasks or sub-tasks with a Special Award Condition attached requiring further NOAA Office for Coastal Management review prior to full approval, the Office for Coastal Management will review these tasks to determine the appropriate level of National Environmental Policy Act analysis, and if additional information is necessary.

If the scope of an award amendment has changed from the original grant scope (e.g., funding is being awarded for additional construction not originally considered), then NOAA will consider if the change implicates the National Environmental Policy Act even if it was considered in the original award of the grant. A Categorical Exclusion, Environmental Assessment, or Environmental Impact Statement may be prepared for grant amendments, depending on scope of the amendment and what type of analysis is appropriate. For additional grant cycle steps, such as the release of funds, cost extensions, and other administrative steps that do not change the scope of the original grant award where NEPA was conducted, a NEPA review will not need to be conducted again.

NOAA may require additional information to fulfill post award NEPA and environmental compliance review requirements. If NOAA determines that an environmental assessment is required, applicants may also be required to assist in drafting the assessment. Applicants may also be required to cooperate with NOAA in identifying and implementing feasible measures to reduce or avoid any identified adverse environmental impacts of their proposal.

Supplemental Reporting Guidance

This Special Award Condition supplements reporting requirements in 2 C.F.R. 200.328-200.330, the Department of Commerce Standard Terms and Conditions and NOAA Administrative Standard Award Conditions.

a. Format: Performance reports shall address the subject areas specified in Office for Coastal Management, FY 2024 Inflation Reduction Act Funding Performance Report Guidelines , which is available from the NOAA Office for Coastal Management and may be attached to this award.

b. NOAA will coordinate with the recipient to develop performance metrics that will be used to evaluate the implementation of the projects. Additionally NOAA will work with all CRRC recipients to develop

resilience metrics for the CRRP program to evaluate the impact of adaptation efforts to build coastal resilience.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: August 7, 2025

SUBJECT: Order 31-25/26 Accepting and Appropriating a \$80,000 Paramedicine Grant from the Maine Recovery Council - 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, Legal has reviewed and approved.

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

I. SUMMARY

II. AGENDA DESCRIPTION

This \$80,000 grant would be paid in two annual installments of \$40,000 to provide community paramedicine services to pregnant and postpartum individuals with opioid use disorder or co-occurring mental health diagnoses.

Specifically, the funding would be used to cover overtime expenses for staff working on the Medical Mobile Outreach unit. This unit plays a crucial role in reducing the strain on emergency services. The Medical Mobile Outreach unit allows the Fire Department to provide proactive care to high-risk pregnant and postpartum women, addressing current and potential health issues before they escalate. This approach not only provides immediate care but also enables the Fire Department to refer individuals to long-term comprehensive services for chronic challenges such as substance use and homelessness, fostering better outcomes and reducing the need for future emergency intervention.

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

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

Please indicate whether or not there is a financial impact. Please note that per Council Rule 12, this form must have "a separate fiscal impact statement memo attached if the impact of the item is \$50,000 or more in a given

fiscal year. This memo shall include details and information describing the fiscal impact including, but not limited to, projected costs, revenues or savings over a three (3) year period and/or any potential impacts on the City tax levy."

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Order - Accepting 80k Maine Recovery Council Grant
2. 2025.04.18 Portland Public Health MRC Grant Contract for Provider Review

Prepared by:

Date: 08/07/2025

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

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

**ORDER ACCEPTING AND APPROPRIATING A \$80,000 PARAMEDICINE GRANT
FROM THE MAINE RECOVERY COUNCIL**

ORDERED, that a \$80,000 Paramedicine Grant from the Maine Recovery Council is hereby accepted and that amount appropriated to the Portland Fire Department to provide community paramedicine services to pregnant and postpartum individuals with opioid use disorder or co-occurring mental health diagnoses; 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; and

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

Maine Recovery Council Grant Contract with Portland Public Health

DATE: Click or tap to enter a date.	CONTRACT AMOUNT: \$80,000
ADVANTAGE CONTRACT #: CT 20250320*2195	
START DATE: 9/12/2025	END DATE: 9/10/2027

This Contract is between the Maine Recovery Council and Provider:

STATE OF MAINE		
DEPARTMENT NAME: Office of the Attorney General		
ADDRESS: 6 State House Station		
CITY: Augusta	STATE: Maine	ZIP CODE: 04333-0006
PROVIDER		
PROVIDER NAME: Portland Public Health		
ADDRESS: 389 Congress Street		
CITY: Portland	STATE: ME	ZIP CODE: 04101
PROVIDER'S VENDOR CUSTOMER #: VC1000073478		

FY25: \$40,000	FY26: \$40,000
CODING #: 027-26A-4105-01-4099	

Upon final approval, a case details page will be made part of this contract.

Maine Recovery Council Grant Contract with Portland Public Health

GRANT CONTRACT

**Between
Portland Public Health
And
The Maine Recovery Council,
Acting with
The Office of the Attorney General**

I. Purpose

This Grant Contract (“Contract”) creates an enforceable agreement between Portland Public Health or (“Provider”), the Maine Recovery Council (“MRC”), and the Office of the Attorney General (“OAG”) to provide a grant of certain funding for the purpose of providing community paramedicine services to pregnant and postpartum individuals with OUD, SUD or co-occurring mental health diagnoses, consistent with the decisions of the MRC, dated November 14, 2024 and November 19, 2024¹ to provide funding for this purpose.

II. Introduction/Background

Beginning in 2022, the Maine Superior Court for Kennebec County has entered consent judgments² for a series of settlements resolving opioid-related litigation against certain defendants brought by the Maine Attorney General and certain Maine political subdivisions (the “litigating subdivisions”). Each consent judgment incorporates a memorandum of understanding³ (“MOU”) between the Attorney General and the litigating subdivisions determining the allocation of funds paid pursuant to the settlements. Both the 2022 MOU and the 2023 MOU provide, in general, that 50% of applicable opioid settlement funds will be allocated to the Maine Recovery Fund. Both MOUs further provide that the Maine Recovery Fund will be disbursed as directed by the MRC, with such disbursements to be made “on a statewide basis for the uses allowed by this MOU”. The Approved Uses of the MOU’s allocations are defined as the uses described in Exhibits 1 and 2 of each MOU. This Contract is intended to fund Services described in Exhibits 1 and 2 of each MOU, in Schedule B, Section A(1), C(9), E(1), and H(11), regarding access to evidence-based mobile treatment services for high risk pregnant and postpartum women.

¹ The November 14, 2024 vote (“November 14 Vote”) and the November 19, 2024 vote (“November 19 Vote”) are attached hereto as Exhibit A.

² The 2022 court orders, dated June 14, 2022, have docket nos. CV-22-113 (Distributors) and CV-22-114 (Johnson & Johnson/Janssen). The 2023 court orders, dated December 1, 2023, have docket no. CV-23-148 (same docket number for both Teva and Allergan’s separate consent judgments). The 2024 court orders, dated February 12, 2024, have docket no. CV-24-23 (same docket number for each consent judgment with Walmart, Walgreens, and CVS).

³ For the Distributor and J&J settlements, the MOU is dated June 13, 2022 (the “2022 MOU”). For the settlements with Teva, Allergan, Walmart, Walgreens, and CVS, the MOU is dated May 2, 2023 (the “2023 MOU”).

Maine Recovery Council Grant Contract with Portland Public Health

On May 15, 2024 the MRC announced that it was seeking Letters of Intent (“LOI”) for a funding opportunity targeting three of the MRC’s four priority pillars: treatment, recovery support, and harm reduction. The goal of the LOI was to gauge interest in grant funding, to learn about community needs, and to narrow the applicant pool. 220 LOI project submissions were received. Of the 220 reviewed and scored by the MRC, 168 submissions scored above average and were invited to submit full grant applications by the deadline of October 25th, 2024. As of its deadline, the MRC received 129 applications which it reviewed and scored, assisted by external evaluators, and categorized into five tiers based on average scores. On November 14th and 19th, 2024, the Council discussed and approved funding for 43 projects totaling \$13,901,879⁴. This Contract, as agreed to by Provider and MRC, provides funding for one of the approved 43 projects.

Section IV of both the 2022 MOU and the 2023 MOU provide for the Maine Recovery Fund to be established as an account within the OAG. 5 M.R.S.A. § 203-B authorizes the Attorney General to deposit into the Maine Recovery Fund certain opioid settlement funds received as a result of a court order resolving litigation. The MRC approved the terms of this Contract and, with the exception of those provisions expressly referencing the OAG, the purpose of the Attorney General’s signature on this Contract is limited to facilitating payment from the Recovery Fund.

III. Parties

The parties to this Contract are as follows:

Grantor:	Maine Recovery Council c/o Office of the Maine Attorney General 6 State House Station Augusta, ME 04333-0006 www.maine.gov/ag/recovery-council INFORecoveryCouncil@maine.gov
Payor:	Office of the Maine Attorney General 6 State House Station Augusta, ME 04333-0006 207-626-8800
Grantee:	Portland Public Health 389 Congress Street Portland, ME 04101 Sean Donaghue Phone: 207-874-8404 Email: donaghues@portlandmaine.gov

IV. Definitions

Definitions of specific terms used throughout this Contract are located in Rider A.

V. Roles and Responsibilities

A. Provider

⁴ A more detailed description of the process, including all votes, are attached hereto as Exhibit A.

Maine Recovery Council Grant Contract with Portland Public Health

1. Provider agrees that failure to fulfill any of its responsibilities under this Contract, including those described in Rider A, may result in the MRC withholding payment(s) to the Provider, at the discretion of the MRC. Data to support MRC assessment of the responsibilities of this Contract shall be submitted by the Provider to the MRC via reports described in Rider A. The Provider may also be required to provide additional supportive documentation for MRC validation of any summary data submitted within reports.

B. Provider will:

1. As described in Rider A to this grant Contract, and reflected in the budget, attached hereto as Exhibit B, provide access to community paramedicine services and wrap-around services to high-risk pregnant and/or postpartum women living with OUD, SUD, or co-occurring mental health diagnoses.
2. Provide MRC with reports described in Rider A to this grant Contract, and track and record necessary information and data for such reports, that outline the services provided and the expenses incurred.

C. MRC will:

1. Administer this Contract, including receiving reports and serving as the contact for the Provider regarding this Contract.
2. Provide financial management of this Contract, including notifying the OAG of upcoming payments to make and directing the OAG to not make payments pursuant to the terms of this Contract, subject to the OAG's agreement with such directions.
3. Cooperate with the OAG regarding any inquiry the OAG may have about this contract.

D. OAG will:

1. Issue or withhold payments from the Maine Recovery Fund in accordance with the direction of the MRC, consistent with all applicable laws, rules, and court orders.

VI. Term of Contract

This Contract will be effective as of September 12, 2025 (the "effective date"), and end on September 10, 2027. Provider agrees to return any unused funds to the OAG by November 9, 2027. This Contract may be amended or revoked at any time by written agreement of the Parties or pursuant to other provisions in this Contract.

VII. Deliverables

A. Rider A - Rider A, "Scope of Work", describes the deliverables and reports required under this grant Contract, as may be modified by other provisions of this Contract.

B. Miscellaneous

1. This Contract includes and incorporates in its terms all Riders and Exhibits hereto.
2. Provider understands that under Maine law, 13-B M.R.S.A. § 1104(1)(D), if applicable to Provider, upon dissolution of Provider as a corporation its remaining property and assets are required to be transferred only to a public benefit

Maine Recovery Council Grant Contract with Portland Public Health

corporation engaged in substantially similar activities. If Provider does not have provisions in place in its articles of incorporation or bylaws which comply with state law in this regard at the time of execution of this Contract, the MRC may require that it revise its articles of incorporation or bylaws to comply with this requirement. Such revision shall be completed as expeditiously as possible. Upon completion of such revision, Provider shall include a notice of the revision in its next quarterly performance report and shall send to the MRC a copy of the revised articles of incorporation or bylaws.

3. All funds not expended for Services pursuant to Rider A shall be returned to the OAG within 60 days after i) the end of the term of this Contract or ii) the date of termination of this Contract.
4. Provider shall comply with the MRC Indirect Cost Policy in effect on the date of the last signature to this grant Contract.

VIII. Payment

A. Payment Terms:

1. The total monetary value of this Contract is \$80,000 (the "Contract Amount") to be paid in two annual payments of \$40,000 each. Payments made pursuant to this Contract are a grant, made prospectively in exchange for the Provider using the grant funds to provide the deliverables and reports required by this Contract and for complying with all other terms of this Contract.
2. The first payment shall be made not later than October 1, 2025, and the second payment shall be made not later than October 2, 2026.
3. Payment may be adjusted such that it is reduced, delayed, or suspended at the discretion of the MRC based upon the reporting by Provider or any determination of the MRC that services are not being provided.
 - i. Specifically, payment may be adjusted when:
 1. Provider has not submitted required financial or performance reports;
 2. There is a variance in the expenditure of budgeted funds that is \$1,000 or greater;
 3. There is an under-delivery of services;
 4. Services have been provided to ineligible recipients; and
 5. Other circumstances where, in the judgment of the MRC, delay or reduction of payment is appropriate.
 - ii. Payments are subject to Provider's compliance with all items set forth in this Contract and subject to the availability of funds. No payment will be made if Provider does not comply with these terms.

IX. Additional Requirements

- A. Confidentiality.** To the extent that the services carried out under this Contract involve the use, disclosure, access to, acquisition or maintenance of information that actually or reasonably could identify an individual receiving services ("Protected Information"), Provider agrees to maintain the confidentiality and security of such Protected Information as required by applicable state and federal laws, regulations and cooperate with OAG in any investigation and required reporting in the instance of a security incident.

Maine Recovery Council Grant Contract with Portland Public Health

- B. Applicable Federal and State Laws.** Provider agrees to comply with applicable laws, ordinances, and regulations in any manner affecting the conduct of its duties under this Contract.
- C. Lobbying.** No funds paid from the Maine Recovery Fund shall be expended by Provider for influencing or attempting to influence, as prohibited by state or federal law, an officer or employee of any Federal or State agency, a member of Congress or a State Legislature, an officer or employee of Congress or a State Legislature, or, whether or not prohibited by state or federal law, a member or agent of the MRC, in connection with any of the following covered actions: the awarding of any MOU, contract, or other agreement; the making of any grant; the entering into of any cooperative agreement; or the extension, continuation, renewal, amendment, or modification of any MOU, contract, agreement, grant, or cooperative agreement.
- D. Publications.** When issuing reports, brochures, or other documents describing programs funded in whole or in part with funds provided through this Contract, Provider agrees to clearly acknowledge the participation of the Provider in the program. In addition, when issuing press releases and requests for proposals, Provider shall clearly state the percentage of the total cost of the project or program to be financed with Contract funds and the dollar amount of Contract funds for the project or program.
- E. Ownership.** All notebooks, plans, working papers, data, or other work produced in the performance of this Contract, which are related to specific deliverables under this Contract, are the property of the MRC and OAG and upon request shall be turned over to the OAG.
- F. Provider Responsibilities / Sub Agreements.** Provider is solely responsible for fulfillment of this Contract with the MRC and OAG. Provider assumes responsibility for all services offered and products to be delivered whether or not Provider is the manufacturer or producer of said services.
1. Sub-agreements.
 - i. All sub-agreements must receive the prior approval of the MRC prior to execution.
 - ii. All sub-agreements must incorporate the terms of this Contract;
 - iii. All sub-agreements must be signed and delivered to the MRC within five (5) business days following the execution date of the sub-agreement.
 2. Relationship between Provider, subcontractor and MRC and OAG. Provider shall be wholly responsible for performance of the entire Contract whether or not subcontractors are used. Any sub-agreement into which Provider enters with respect to performance under this Contract shall not relieve Provider in any way of responsibility for performance of its duties. Further, the MRC and OAG will consider Provider to be the sole point of contact with regard to any matters related to this Contract, including payment of any and all charges resulting from this Contract. The MRC and OAG shall bear no liability for paying the claims of any subcontractors, whether or not those claims are valid. Provider is responsible for ensuring that all staff, employees, subcontractors, or other individuals or entities providing any services on behalf of Provider clearly explain, verbally and in writing,

Maine Recovery Council Grant Contract with Portland Public Health

to clients and families their relationship to Provider and Provider's relationship to the MRC and OAG.

3. **Liability to Subcontractor.** The requirement of prior approval of any sub-agreement under this Contract shall not make the MRC or OAG a party to any sub-agreement or create any right, claim or interest in the subcontractor or proposed subcontractor against the MRC or OAG. Provider agrees to indemnify and hold harmless the MRC and OAG against any claim, loss, damage, or liability against the MRC or OAG consistent with the requirements of Rider B, Section 12.

G. **Renewals.** This Contract may be renewed at the discretion of the MRC.

H. **No Rules Of Constructions.** The parties acknowledge that no rule of construction shall apply to this Contract that construes ambiguous or unclear language in favor of or against any party because such party drafted this Contract.

I. **Conflict Of Interest.** Provider covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Provider further covenants that in the performance of this Contract, no person having any such known interests shall be employed. See also Rider B, Section 7.

J. **Funding Sources Reduced.** Notwithstanding any other provision of this Contract, if Maine Recovery Funds for this Contract become de-allocated, suspended, or curtailed for any reason, then the MRC and OAG are not obligated to make payment under this Contract to the extent of such de-allocation, suspension or curtailment of funds. In the event of such de-allocation, suspension or curtailment of funds, this Contract shall be modified or terminated accordingly.

K. **Change Of Operations.** Provider shall report to the MRC any anticipated changes of Provider's operations, including but not limited to mergers, acquisitions, or closings, at the earliest possible date and no later than sixty (60) days prior to the anticipated closure date, with the exception of reasonably unforeseen circumstances.

1. **Termination Or Change Of Work Performance.** In addition to the requirements of this Section K, the written communication shall be specific and also include, and not be limited to, the date of expected closure, description of any and all programs affected, number of individuals projected to be impacted, plans for addressing needs of the individuals affected, and the name and contact information of the person(s) responsible for the affected individuals and their records, if any. Provider shall assist the individual in obtaining services from another provider.
2. Provider shall report to the MRC all major programming and structural changes in programs funded by the MRC within the timeframe noted above. Any changes that eliminate existing services must be negotiated and approved by the MRC prior to implementation. Major program changes include, but are not limited to, the following: (1) the addition of new services or deletion of existing services; (2) serving a population not served by the organization previously; (3) significant increases or decreases in service capacity as defined by the governing body; (4)

Maine Recovery Council Grant Contract with Portland Public Health

significant changes in the organizational structure as defined by the governing body;
(5) changes in the executive director or name or ownership of the organization; or 6)
relocation of services.

- L. **Audit.** Funds provided under this Contract to community agencies for social services are subject to the audit requirements contained in the Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP), Uniform Guidance 2CFR Part 200.501 Please see <http://www.maine.gov/dhhs/audit/social-services/rules.shtml> for details on this requirement.
- M. **Motor Vehicle Check.** In the event that Provider determines to provide transportation as part of providing Services as described in Rider A of this Contract, it shall complete a check with the Bureau of Motor Vehicles on all of Provider's staff and volunteers who transport Clients or who may transport Clients. This check must be completed before Provider allows the staff person or volunteer to transport Clients, and at least each year thereafter. If the record of a staff member or volunteer contains an arrest or conviction for Operating Under the Influence or any other violations which, in the judgment of Provider, indicate an unsafe driving history within the previous three (3) years, Provider shall not permit the staff member or volunteer to transport Clients. Provider shall implement appropriate procedures to ensure compliance with the requirements of this section.
- N. **Travel.** The reimbursement rate for mileage charged to MRC-funded programs cannot exceed the reimbursement rate allowed for state employees. (5 M.R.S.A. §1541(13)(A)).
- O. **Background Checks.** Provider agrees to conduct background checks on all employees, temporary staff persons, persons contracted or hired, consultants, volunteers, students, and other persons who may provide services under this Contract. The cost of performing each background check shall be the responsibility of Provider. The methods of performing the background checks must include information from the Bureau of Motor Vehicles, the Sex Offender Registry, and the Maine State Bureau of Investigation. If services to be provided under this Contract include services to minor children, then the background check will include information from the Maine Department of Health and Human Service's Office of Child and Family Services regarding substantiated findings of abuse or neglect of a child. If services to be provided under this Contract are to be performed by a person who is professionally licensed, then the background check will include information from the appropriate licensing board or entity regarding the status of the person's license. Following such background checks, Provider agrees that any decision to employ or retain in any capacity an individual who may provide services under this contract will be at Provider's sole discretion, that Provider assumes all responsibility and liability for such decision, and that the MRC and the OAG shall bear no liability to any individual harmed by Provider's employment or retention decision. The prior sentence notwithstanding, Provider shall not hire or retain a person to perform any service under this Contract that is required to be performed by a person with an appropriate license unless it has confirmation from the appropriate licensing board or entity that the person has a license in good standing. Provider acknowledges its obligations to obtain and maintain insurance as described in this contract in Rider B, section 14. Provider further acknowledges its duty of indemnification as described in this contract in Rider B, section 12.

Maine Recovery Council Grant Contract with Portland Public Health

This Contract may be executed in counterparts. Each signatory below represents that the person has the requisite authority to enter into this Contract on behalf of the Provider and, by signing below, thereby does cause this Contract to be executed.

PORTLAND PUBLIC HEALTH

Date: _____ By: _____
Sean Donaghue
[Division Chief]

MAINE RECOVERY COUNCIL

Date: _____ By: _____
Patricia Kimball
Chair

OFFICE OF THE ATTORNEY GENERAL

Date: _____ By: _____
Aaron Frey
Attorney General

**RIDER A
SCOPE OF WORK
MAINE RECOVERY COUNCIL**

I. TABLE OF CONTENTS

- II. DEFINITIONS
- III. INTRODUCTION/OVERVIEW
- IV. DELIVERABLES
- V. REPORTS

II. DEFINITIONS

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

- A. Department:** Department of Health and Human Services.
- B. Project Lifeline:** A pilot project and partnership between Portland Fire Department's Mobile Medical Outreach (MMO) Project and Maine Medical Center's MaineMOM program.
- C. Evidence-based treatment:** Treatment and prevention interventions related to mental health and substance abuse, shown by evidence to be effective.
- D. Harm Reduction:** Harm Reduction, or harm minimization, refers to a range of public health policies designed to lessen the negative social and/or physical consequences associated with various human behaviors.
- E. Recovery Support Services:** Support provided by individuals who have lived experience. Peer Support providers have formal training to deliver services in behavioral health and multiple settings and to promote Recovery.
- F. Primary Care:** The provision of integrated, accessible health care services by physicians and their health care teams.
- G. Mental Health Services:** Mental health services encompass interventions designed to promote and maintain mental well-being, as well as treat mental or behavioral disorders.
- H. Personal Protective Equipment (PPE):** Specialized clothing or equipment worn to protect healthcare workers from exposure to potentially infectious materials or hazards during patient care.
- I. Maine EMS:** Maine Emergency Medical Services.
- J. MaineMOM:** Maine Maternal Opioid Model.
- K. Participants:** Pregnant and postpartum individuals living with OUD, SUD and/or co-occurring mental health conditions, including female-identifying individuals who have recently experienced a miscarriage or termination of pregnancy, who lack adequate access to recovery resources, social supports, or health services, and identify as individuals who have experienced high-risk situations, including living unhoused, incarceration, and/or intimate partner violence.
- L. Medication for Opioid Use Disorder (MOUD):** An approach to opioid use treatment that uses FDA-approved medications as the treatment for people diagnosed with opioid use disorder.

Maine Recovery Council Grant Contract with Portland Public Health

- M. Mobile Medical Outreach (MMO):** Healthcare services delivered outside of traditional clinical settings, to reach populations with limited access to healthcare. These services aim to bridge the gap in care for underserved communities by addressing barriers such as geography, transportation, and trust.
- N. Opioid Use Disorder (OUD):** A cluster of cognitive, behavioral, and physiological symptoms resulting from the continuation of opioid use despite significant related problems. Opioid addiction is characterized by repeated self-administration that usually results in opioid tolerance, withdrawal symptoms, and compulsive drug taking.
- O. Paramedicine:** An allied health profession focused on providing community-based emergency health care.
- P. Substance Use Disorder (SUD):** A condition that can result from recurrent use of alcohol and/or drugs that has caused clinically and functionally significant impairment, evidenced by impaired control, social impairment, risky use, and pharmacological criteria.

III. INTRODUCTION/OVERVIEW

The purpose of this Grant Contract is to expand access to evidence-based mobile treatment and harm reduction services for high-risk pregnant and postpartum women.

IV. DELIVERABLES

The Provider shall i) expand access to community paramedicine services to vulnerable or high-risk individuals who are pregnant, postpartum, or recently experienced a miscarriage or pregnancy termination ("Participants"), ii) provide Recovery Support services and preventative healthcare services to Participants, including referrals, and iii) evaluate, assess and report on the efficacy of services provided to Participants in accordance with this Grant Contract. In doing so, Provider shall perform such services and maintain all standards and requirements for services provided under this Contract in accordance with the below:

A. Staffing and Capacity. Provider will:

1. Engage two (2) Paramedics for at least five (5) hours per day for sixty-four (64) days each year to expand Participants access to healthcare and Recovery Support Services in a community and/or residential setting.
2. Support Staff and volunteer capacity to engage in community outreach activities, including community building and engagement.
3. Provide first aid supplies to all Staff and volunteers, including but not limited to sterile water and/or saline, gauze pads, bandages, and antibacterial ointment.
4. Increase staff capacity to partner with local community resources, including community health care providers, and Recovery Support services to expand Participant outreach, engagement and referrals.
5. Comply with all applicable safety laws, regulations, and guidelines, and shall ensure that all of its personnel, including Staff and volunteers, performing services under this Grant Contract are properly trained in and utilize appropriate Personal Protective Equipment (PPE) as required for tasks being performed and in accordance with industry best practices.

Maine Recovery Council Grant Contract with Portland Public Health

6. Establish and maintain safe working procedures and shall provide adequate safety training to all personnel involved in the performance of services under this Grant Contract, including maintain records of such training(s).

B. Provider will:

1. Direct paramedicine services to at least ten (10) MaineMOM patients in the community within twelve (12) months.
2. Provide evidence-based or evidence-informed Harm Reduction and treatment services, including MOUD, to pregnant and post-partum women who are living with SUD or OUD (Participants).
3. Expand Participant access to basic medical resources, including Primary Care services and Mental Health Services, and prevention services and/or education.
4. Expand referrals to MOUD and Recovery Support services to Participants and post-partum or pregnant individuals living with SUD or OUD, including counseling and comprehensive care coordination.
5. Identify and/or refine evidence-based support services that measure resilient among community paramedic providers, not later than twelve (12) months of Contract start date. Provider will identify and implement an evidenced-based tool to qualitatively and quantitatively measures and/or assess Resilience.
6. Identify and determine success of project to estimate the avoided healthcare costs associated with improved efficiency through collaboration, not later than eighteen (18) months of Contract start date.
7. Measure and analyze resilience data across Participants, not later than twenty-four (24) months of Contract start date, to evaluate the feasibility and effectiveness of Project Lifeline services.
8. Develop a report identifying key findings using both qualitative and quantitative data, including but not limited to:
 - a.
9. Disseminate a final report to members of the community, including Participants and key stakeholders, and the MRC.
 - a. The Provider shall deliver to the MRC any final reports which the MRC will make publicly available including through any Internet-based dashboard that reports on opioid settlement spending, abatement efforts, or community needs. The MRC may also require copies of drafts be delivered.
10. Provide education and training to MMO patients regarding treatment services and Recovery Support services, including first-person language training for trauma-informed care providers.

Commented [EF1]: This section will be filled in as we work with our development contractor.

V. REPORTS

A. Required Reports

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

Maine Recovery Council Grant Contract with Portland Public Health

Reporting to the MRC shall be completed through the use of reporting templates provided by the MRC within 60 days of the grant agreement's effective start date. The Provider agrees to provide all necessary supporting documentation required to fully report on the results of the activities funded by this MRC contract. The Provider shall submit reporting to the MRC at the time when it submits any reporting required by the MECDC and shall include at that time a copy of all reporting provided to the MECDC. The Provider understands that the reports are due within the timeframes established in this Contract, as may be changed by the MRC.

Reporting to the MRC shall also include a description of each of the ways in which the funds provided under the Contract have been targeted to the Approved Uses described in Exhibits 1 and 2 to the 2022 MOU and the 2023 MOU. Both Memoranda and the Exhibits are available from the MRC and, at the time of execution of this Contract, at the following public website:
www.maine.gov/ag/opioids.

The MRC reserves the right at its sole discretion, and Provider so acknowledges, to change at any time any of the reporting requirements in this section or elsewhere. The MRC will provide notice to Provider of all such changes. Provider acknowledges its responsibility to provide reporting, and the MRC's discretion to withhold payments if Provider fails to provide reporting, regardless of any change to reporting requirements.

<u>Name of Report:</u>	<u>Description:</u>	<u>Period Captured by Report</u> <i>("Each year/quarter/month/week")</i>	<u>Due Date and/or Frequency: (# days after each year/quarter/month/week)</u>
Quarterly Performance Report	The MRC is developing its own reporting template, which will be a simplified version of the state's reporting template and requirements.	Quarterly	Fifteen (15) days after the end of each 3-month reporting period.
Quarterly Financial Report	The MRC is developing its own reporting template, which will be a simplified version of the state's reporting template and requirements.	Quarterly	Fifteen (15) days after the end of each 3-month reporting period.
Annual Performance Report	The MRC is developing its own reporting template, which will be a simplified version of the state's reporting template and requirements.	Annual	Thirty (30) days after the end of each year.
Annual Financial Report	The MRC is developing its own reporting template, which will be a simplified version of the state's reporting template and requirements.	Annual	Thirty (30) days after the end of each year.

Maine Recovery Council Grant Contract with Portland Public Health

**Rider B
Terms and Conditions**

1. INDEPENDENT CAPACITY. In the performance of this Contract, the parties hereto agree that the Provider, and any agents and employees of the Provider, shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.
2. MRC's REPRESENTATIVE. The MRC shall designate an individual to be its representative (the "Contract Administrator") during the period of this Contract. The Contract Administrator has authority to curtail services if necessary to ensure proper execution. The Contract Administrator shall certify to the MRC and the OAG when payments under the Contract are due and the amounts to be paid. In the absence of a designation otherwise, the individual in the position of the Coordinator for the MRC shall be the Contract Administrator.
3. CHANGES IN THE WORK. The MRC may order changes in the work, with the Contract amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by all parties. Said amendment must be effective prior to execution of the work.
4. SUB-AGREEMENTS. Unless provided for in this Contract, no arrangement shall be made by the Provider with any other party for furnishing any of the services herein contracted for without the consent and approval of the Contract Administrator. Any sub-agreement hereunder entered into subsequent to the execution of this Contract must be annotated "approved" by the Contract Administrator before it is executed. This provision will not be taken as requiring the approval of contracts of employment between the Provider and its employees assigned for services thereunder.
5. SUBLETTING, ASSIGNMENT OR TRANSFER. The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Contract Administrator. No subcontracts or transfer of Contract shall in any case release the Provider of its liability under this Contract.
6. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Contract, the Provider agrees as follows:
 - a. The Provider shall not discriminate against any employee or applicant for employment relating to this Contract because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Provider shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship.

Maine Recovery Council Grant Contract with Portland Public Health

The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

- b. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Contract, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.
 - c. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining contract, or other contract or understanding, whereby it is furnished with labor for the performance of this Contract a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. The Provider shall inform the OAG's Equal Employment Opportunity Coordinator, and the MRC, of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, Equal Employment Opportunity Commission, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.
 - e. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.
 - f. Providers and subcontractors with contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs, which programs must conform with applicable state and federal laws, rules and regulations.
 - g. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
7. EMPLOYMENT AND PERSONNEL. The Provider shall not engage on a full-time, part-time or other basis during the period of this Contract, any current or former member of the MRC, or any executive employee, who participated in any way in the solicitation, award or administration of this Agreement according to [MRS Title 5 §18-A, 2](#) and in harmony with [MRS Title 17 §3104](#). Any contract made in violation of these sections is void.
8. WARRANTY. The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Contract and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Contract. For breach or violation of this warranty, the MRC shall have the right to annul this Contract without liability or, in its discretion to otherwise recover the full

Maine Recovery Council Grant Contract with Portland Public Health

amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

9. ACCESS TO RECORDS. As a condition of accepting this Contract for a grant, Provider must agree to treat all records, other than proprietary information, relating to work performed under the Contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the MRC. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the Provider and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the services under the Contract and information concerning employee and Contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Contract and make such materials available at its offices at all reasonable times during the period of this Contract and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of documents by the MRC or the OAG, and shall furnish copies thereof, if requested.
10. TERMINATION. (a) The performance of work under the Contract may be terminated by the MRC whenever for any reason the MRC shall determine that such termination is in the best interest of the MRC. Any such termination shall be effected by delivery to the Provider of a Notice of Termination specifying the date on which such termination becomes effective. Upon such termination, the MRC and OAG shall pay the Provider for work performed by the Provider prior to the date of Notice of Termination or, in the case of grant payments made in advance based on projected services, the Provider shall repay such advance payments pursuant to Section VII.B.3. (b) Any of the parties may terminate this Contract for cause by providing a written notice of termination stating the reason for the termination. Upon receipt of the notice of termination, the defaulting party shall have fifteen (15) business days to cure the default. If the default is of such a nature that it cannot be cured within fifteen (15) business days, the defaulting party shall have such additional time, as the parties may agree to, to cure the default, provided the defaulting party has taken steps to cure the default with the initial 15 days.
11. GOVERNING LAW. This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought in State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.
12. STATE HELD HARMLESS. The Provider shall indemnify and hold harmless the MRC, the OAG, and the State of Maine and their officers, agents, and employees from and against any and all third party claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the MRC or OAG, or for actions taken in reasonable reliance on written instructions of the MRC or OAG.
13. NOTICE OF CLAIMS. The Provider shall give the Contract Administrator immediate notice in

Maine Recovery Council Grant Contract with Portland Public Health

writing of any legal action or suit filed that is related in any way to the Contract or which may affect the performance of duties under the Contract, and prompt notice of any claim made against the Provider by any subcontractor which may result in litigation related in any way to the Contract or which may affect the performance of duties under the Contract.

14. INSURANCE. The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Contract with adequate liability coverage, but in no case less than \$400,000 of coverage, to protect itself and the MRC, the OAG, and the State of Maine from suits. Providers insured through a “risk retention group” insurer prior to July 1, 1991, may continue under that arrangement. Prior to or upon execution of this Contract, the Provider shall furnish the MRC with written or photocopied verification of the existence of such liability insurance policy.
15. SEVERABILITY. The invalidity or unenforceability of any particular provision, or part thereof, of this Contract shall not affect the remainder of said provision or any other provisions, and this Contract shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.
16. ORDER OF PRECEDENCE. In the event of a conflict between the documents comprising this Contract, the Order of Precedence shall be:
 - Rider C Exceptions
 - Rider B Terms and Conditions
 - Rider A Scope of Work.
 - Sections I-IX of the Contract
17. FORCE MAJEURE. The performance of an obligation by either party shall be excused in the event that performance of that obligation is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party.
18. SET-OFF RIGHTS. The MRC and OAG shall have all common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the MRC’s and OAG’s option to withhold for the purposes of set-off any monies due to the Provider under this Contract up to any amounts due and owing to the MRC and OAG with regard to this Contract, any other contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The MRC and OAG shall exercise their set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the MRC, the OAG, their representatives, or the State Controller.
19. ENTIRE CONTRACT. This document contains the entire Contract of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall

Maine Recovery Council Grant Contract with Portland Public Health

be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to this Contract that any implied waiver occurred between the parties, which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of this Contract, or to exercise an option or election under this Contract, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under this Contract shall be deemed to be a waiver of any prior or subsequent rights or remedy under this Contract or at law.

20. AMENDMENT. No changes, modifications, or amendments in the terms and conditions of this Contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the MRC, the OAG, and Provider.
21. DEBARMENT, PERFORMANCE, AND NON-COLLUSION CERTIFICATION. By signing this Contract, the Provider certifies to the best of Provider's knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Contract:
- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
 - b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
 - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
 - ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 - iv. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.
 - c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

Maine Recovery Council Grant Contract with Portland Public Health

Rider C

Exceptions

[Enter exceptions here, if applicable. Otherwise, enter "None".]

Exhibit A

Exhibit B

MEMORANDUM
City Council Agenda Item

FROM: Greg Watson, Director

DATE: May 2, 2025

SUBJECT: Order 32-25/26 Accepting and Appropriating a \$25,000 Resilient Communities Grant from the Casco Bay Estuary Partnership and Approving the Subaward Between the University of Maine System and the City of Portland - Sponsored by Danielle P. West, City Manager

SPONSOR: Danielle West, City Manager
(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 8/25/2025

Final Action 9/3/2025

Can action be taken at a later date: Yes

Does this item involve a new contract with the City: Yes, Corporation Counsel has reviewed and approved the Agreement.

PRESENTATION: Greg Watson will be present to answer questions.

I. SUMMARY

The Housing and Economic Development Department's Office of Economic Opportunity has been offered a grant from the Casco Bay Estuary Partnership as part of its "*Bridging Cultures for Climate Resilience Project: A Community Needs Assessment*" in the amount of \$25,000, with the primary goal to collect vital data on how immigrant and under-represented communities interact with climate resiliency efforts.

II. AGENDA DESCRIPTION

If approved, this \$25,000 grant would be used to collect vital data on how immigrant and under-represented communities interact with climate resiliency efforts. This funding from the Casco Bay Estuary Partnership Resilience and Monitoring Grants as part of its *Bridging Cultures for Climate Resilience Project: A Community Needs Assessment* will provide insights that will directly support the City of Portland's efforts to build a comprehensive community resilience plan which reflects and accounts for the needs and experiences of under-represented communities. The process will also bring together groups that typically do not work together, fostering new partnerships, collaboration, and a resilient Portland for everyone.

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

III. BACKGROUND

See above.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The intended result is to accept and appropriate a \$25,000 grant from the Casco Bay Estuary Partnership for this project.

V. FINANCIAL IMPACT

There will be no financial impact because this funding is a grant to the City of Portland from the Casco Bay Estuary Partnership for this project.

VI. STAFF ANALYSIS AND BACKGROUND

See above.

VII. RECOMMENDATION

Staff recommends that the City Council accept and appropriate the \$25,000 grant from the Casco Bay Estuary Partnership in support of the project.

VIII. LIST ATTACHMENTS

1. Order - Casco Bay Estuary Subaward
2. 4-11-2025 CBEP Ltr of Award of \$25K
3. 8-7-2025 Cost Reimb Subaward Agreement & Addenda from AD for CC

Prepared by:

Greg Watson, Director

Date: 05/02/2025

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 \$25,000 RESILIENT COMMUNITIES
GRANT FROM THE CASCO BAY ESTUARY PARTNERSHIP AND APPROVING THE
SUBAWARD BETWEEN THE UNIVERSITY OF MAINE SYSTEM AND THE CITY OF
PORTLAND**

ORDERED, that a \$25,000 Resilient Communities Grant from the Casco Bay Estuary Partnership through the University of Maine System is hereby accepted and that amount appropriated to the Office of Economic Opportunity for the Bridging Cultures for Climate Resilience project; and

BE IT FURTHER ORDERED, that the attached Cost Reimbursement Subaward between the University of Maine System and the City of Portland for said grant for the Bridging Cultures for Climate Resilience project is hereby approved in substantially the form attached hereto; and

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



April 11, 2025

Melissa Hue
City of Portland, Office of Economic Opportunity
Via email: mhue@portlandmaine.gov

Dear Melissa:

Congratulations! Casco Bay Estuary Partnership is pleased to award the City of Portland Office of Economic Opportunity a \$25,000 grant from the Resilient Communities Program for *Bridging Cultures for Climate Resilience: A Community Needs Assessment*. This grant is made in support of the City's plan to conduct community-led engagement to learn how immigrant and underrepresented communities interact with climate resilience efforts.

CBEP is working with our host institution, the University of Southern Maine, to initiate a contract with the City of Portland to administer the funds. I will reach out to you as I am developing the scope of services.

We request that you acknowledge the *CBEP Resilience and Monitoring Grants* and *Casco Bay Estuary Partnership* in any press releases, newsletters, multimedia products, signs, or other outreach where descriptions of the project may appear. We would be happy to provide you with a digital version of our new logo (still being approved) for outreach purposes.

As a federally funded program, CBEP relies on our partners to help us find the necessary match and leverage for our EPA Clean Water Act funding. A requirement of the funding we will provide to GCSM is that you submit a Match and Leverage reporting letter showing how funds have been used to generate a broader impact. In early August, we will send you a request for this information along with a format for responding.

Congratulations, and thank you for your commitment to the long-term health and vitality of Casco Bay.

Sincerely,

A handwritten signature in black ink, appearing to read "Victoria Boundy".

Victoria Boundy
Community Engagement Coordinator

FDP Cost Reimbursement Subaward

Federal Awarding Agency: Environmental Protection Agency (EPA)

Pass-Through Entity (PTE):

Subrecipient:

University of Maine System, acting through the University of Southern Maine

City of Portland - Office of Economic Opportunity

PTE PI: Dr. Curtis Bohlen

Sub PI: Melissa Hue

PTE Federal Award No: 4T-00A01151

Subaward No: USM-2397

Project Title: Bridging Cultures for Climate Resilience: A Community Needs Assessment

Subaward Budget Period:

Start: 10/01/2025 End: 12/31/2026

Amount Funded This Action (USD): \$ 25,000.00

Estimated Period of Performance:

Start: End:

Incrementally Estimated Total (USD): \$

Terms and Conditions

- PTE hereby awards a cost reimbursable subaward, (as determined by 2 CFR 200.331), to Subrecipient. The Statement of Work and budget for this Subaward are as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.
- Subrecipient shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred. Upon the receipt of proper invoices, the PTE agrees to process payments in accordance with this Subaward and 2 CFR 200.305. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), breakdown by major cost category, Subaward number, and certification, as required in 2 CFR 200.415(a). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the party's Financial Contact, shown in Attachment 3A.
- A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's Financial Contact, as shown in Attachment 3A, not later than 60 days after the final Budget Period end date. The final statement of costs shall constitute Subrecipient's final financial report.
- All payments shall be considered provisional and are subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.
- Matters concerning the technical performance of this Subaward shall be directed to the appropriate party's Principal Investigator as shown in Attachments 3A and 3B. Technical reports are required as shown in Attachment 4.
- Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to the PTE's Authorized Official Contact and the Subrecipient's Authorized Official Contact shown in Attachments 3A and 3B. Any such change made to this Subaward requires the written approval of each party's Authorized Official as shown in Attachments 3A and 3B.
- The PTE may issue non-substantive changes to the Budget Period(s) and Budget Unilaterally. Unilateral modification shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient when sent to Subrecipient's Authorized Official Contact, as shown in Attachment 3B.
- Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
- Either party may terminate this Subaward with 30 days written notice. Notwithstanding, if the Awarding Agency terminates the Federal Award, PTE will terminate in accordance with Awarding Agency requirements. PTE notice shall be directed to the Authorized Official Contact, and Subrecipient notice shall be directed to the Authorized Official Contact as shown in Attachments 3A and 3B. PTE shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 75 Appendix IX, as applicable.
- By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award, including the appropriate Research Terms and Conditions ("RTCs") of the Federal Awarding Agency, as referenced in Attachment 2. The parties further agree that they intend this subaward to comply with all applicable laws, regulations, and requirements.

By an Authorized Official of the PTE:

By an Authorized Official of the Subrecipient:

Name: Tamara Blair Kirk

Date

Title: Director, Research Service Center

Name:

Date

Title:

Attachment 1

Certifications and Assurances

Subaward Number:

USM-2397

Certification Regarding Lobbying (2 CFR 200.450)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement in accordance with 2 CFR 200.450.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the PTE.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.214 and 2 CFR 180)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.214 and 2 CFR 180.

Audit and Access to Records

Subrecipient certifies that it will provide PTE with notice of any adverse findings which impact this Subaward. Subrecipient certifies compliance with applicable provisions of 2 CFR 200.501-200.521. If Subrecipient is not required to have a Single Audit as defined by 200.501, Awarding Agency requirements, or the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and will provide access to such audits upon request. Subrecipient will provide access to records as required by parts 2 CFR 200.332 (a)(5), 200.337, and 200.338 as applicable.

Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)

Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

The Subrecipient shall require that the language of the certifications above in this Attachment 1 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Use of Name

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment

Pursuant to 2 CFR 200.216, Subrecipient will not obligate or expend funds received under this Subaward to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

Attachment 2
Federal Award Terms and Conditions

Subaward Number
USM-2397

Required Data Elements

The data elements required by Uniform
Guidance are incorporated in the attached Federal Award.

This Subaward Is:

☒ Research & Development ☐ Subject to FFATA

Awarding Agency Institute (If Applicable)

Federal Award Issue Date FAIN Assistance Listing No.

Assistance Listing Program Title (ALPT)

Key Personnel Per NOA

General Terms and Conditions

By signing this Subaward, Subrecipient agrees to the following:

1. To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this Subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's website:

40 CFR Chapter I, Subchapter B – Grants & Other Federal Assistance

2. 2 CFR 200 and 2 CFR 1500

3. The Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended found at:

<https://www.epa.gov/grants>

4. Applicable Research Terms and Conditions, including any Federal Awarding Agency's Specific Requirements found at:

<https://www.nsf.gov/awards/managing/rtc.jsp>

except for the following :

- a. No-cost extensions require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the Administrative Contact shown in Attachment 3A, not less than 30 days prior to the desired effective date of the requested change.
- b. Any payment mechanisms and financial reporting requirements described in the applicable Federal Awarding Agency Terms and Conditions and Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward; and
- c. Any prior approvals are to be sought from the PTE and not the Federal Awarding Agency.
- d. Title to equipment as defined in 2 CFR 200.1 that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall vest in the Subrecipient subject to the conditions specified in 2 CFR 200.313.
- e. Prior approval must be sought for a change in Subrecipient PI or change in Key Personnel (defined as listed on the NOA).

5. Treatment of program income: Additive

Special Terms and Conditions:

Data Sharing and Access:

Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and/or access requirements as reflected in the NOA or the Federal Awarding Agency's standard terms and conditions as referenced in General Terms and Conditions 1-4 above.

No additional requirements

Data Rights:

Subrecipient grants to PTE the right to use data created in the performance of this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Copyrights:

Subrecipient Shall Grant to PTE an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Subrecipient grants to PTE the right to use any written progress reports and deliverables created under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its Federal Award.

Promoting Objectivity in Research (COI):

Subrecipient must designate herein which entity's Financial Conflicts of Interest policy (COI) will apply: Subrecipient

If applying its own COI policy, by execution of this Subaward, Subrecipient certifies that its policy complies with the requirements of the relevant Federal Awarding Agency as identified herein: 2 CFR 200.112

Subrecipient shall report any financial conflict of interest to PTE's Administrative Representative or COI contact, as designated on Attachment 3A. Any financial conflicts of interest identified shall, when applicable, subsequently be reported to Federal Awarding Agency. Such report shall be made before expenditure of funds authorized in this Subaward and within 45 days of any subsequently identified COI.

Work Involving Human or Vertebrate Animals (Select Applicable Options)

☒ No Human or Vertebrate Animals

This section left intentionally blank.

Human Subjects Data (Select One) Not Applicable

This section left intentionally blank

This section left intentionally blank

Additional Terms

Insurance Requirement: Subrecipient shall maintain the following insurance during the term of this Subaward. Insurance Type and Coverage Limit

1. Commercial General Liability, including Products's and Completed Operations; Written on an Occurrence-based form (Bodily Injury and Property Damage); \$1,000,000 per occurrence
2. Commercial Automobile Liability - Including Hired and Non-Owned (Bodily Injury and Property Damage); \$1,000,000 per occurrence
3. Workers Compensation or self-insurance (in accordance with statutory requirements) Required for all personnel

Coverage limit requirements can be met with a single underlying insurance policy or through the combination of an underlying insurance policy plus an Umbrella insurance policy. The University of Maine Systems shall be named as an Additional Insured on the Commercial General Liability Insurance Certificates of Insurance for all of the above insurance shall be filed with the University's Research Service Center prior to the performance under this Agreement.

Every insurance policy shall contain a provision stating that the insurance company shall notify the additional insured of a policy cancellation or nonrenewal, or material change or reduction in coverage by written notice of, at least ten (10) days prior to termination for nonpayment of premium, and at least thirty (30)days prior to termination or change for any other cause. As additional insured and certificate holder, the University should be included as follows: University of Maine System Risk Management, 46 University Drive-Robinson Hall, Augusta ME 04330

The University reserves the right to change the insurance requirement or to approve alternative insurances or limits, at the University's discretion.

Attachment 3A
Pass-Through Entity (PTE) Contacts

Subaward Number:

USM-2397

PTE Information

Entity Name: University of Maine System, acting through the University of Southern Maine

Legal Address: PO Box 9300, 96 Falmouth Street
Portland ME 04104-9300

Website:

PTE Contacts

Central Email: muskiesubcontracts@maine.edu

Principal Investigator Name: Dr. Curtis Bohlen

Email: curtis.bohlen@maine.edu

Telephone Number:

Administrative Contact Name: Victoria Boundy

Email: victoria.boundy@maine.edu

Telephone Number: 207-522-5402

COI Contact email (if different to above):

Financial Contact Name: Melissa McLellan

Email: muskiesubcontracts@maine.edu

Telephone Number: 207-626-5233

Email invoices? ☒ Yes ☐ No Invoice email (if different):

Authorized Official Name: Tamara Blair Kirk

Email: tammy.blair@maine.edu

Telephone Number:

PI Address:

Casco Bay Estuary Partnership USM
PO Box 9300, 96 Falmouth St
Portland ME 04104-9300

Administrative Address:

University of Southern Maine
PO Box 9300, 96 Falmouth St
Portland ME 04104-9300

Invoice Address:

muskiesubcontracts@maine.edu

Attachment 3B**Subrecipient Contacts**

Subaward Number:

USM-2397

Subrecipient Information for [FFATA](#) reporting

Entity's UEI Name: City of Portland

EIN No.: 016-000032

Institution Type: City/Township Gov't

UEI: LZKCFAJXBAC8

Currently registered in SAM.gov: ☒ Yes ☐ NoExempt from reporting executive compensation: ☒ Yes ☐ No (if no, complete 3Bpg2)

Parent UEI:

*This section for U.S. Entities:*Zip Code [Look-up](#)

Place of Performance Address

Congressional District: 01

Zip Code+4: 04101-3566

389 Congress St
Portland ME 04101**Subrecipient Contacts**

Central Email:

Website:

Principal Investigator Name: Melissa Hue

Email: mhue@portlandmaine.gov

Telephone Number: 207-874-8988

Administrative Contact Name: Melissa Hue

Email: mhue@portlandmaine.gov

Telephone Number: 207-874-8988

Financial Contact Name: Lori Paulette

Email: ljn@portlandmaine.gov

Telephone Number: 207-874-8683

Invoice Email:

Authorized Official Name: Danielle West

Email: dwest@portlandmaine.gov

Telephone Number: 207-874-8685

Legal Address:389 Congress St
Portland ME 04101**Administrative Address:**389 Congress St
Portland ME 04101**Payment Address:**389 Congress St
Portland ME 04101

Attachment 3B-2
Highest Compensated Officers

Subaward Number:

USM-2397

Subrecipient:

Institution Name: City of Portland - Office of Economic Opportunity

PI Name: Melissa Hue

Highest Compensated Officers

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Internal Revenue Code of 1986.

Officer 1 Name:

Officer 1 Compensation:

Officer 2 Name:

Officer 2 Compensation:

Officer 3 Name:

Officer 3 Compensation:

Officer 4 Name:

Officer 4 Compensation:

Officer 5 Name:

Officer 5 Compensation:

Attachment 4
Reporting and Prior Approval Terms

Subaward Number:

USM-2397

Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 3A):

Technical Reports:

- ☐ Monthly technical/progress reports will be submitted to the PTE's Administrative Contact within 15 days of the end of the month.
- ☐ Quarterly technical/progress reports will be submitted within 30 days after the end of each project quarter to the PTE's Administrative Contact.
- ☒ Annual technical / progress reports will be submitted within 60 days prior to the end of each budget period to the PTE's Administrative Contact. Such report shall also include a detailed budget for the next Budget Period, updated other support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.
- ☐ A Final technical/progress report will be submitted to the PTE's Administrative Contact within 60 days of the end of the Project Period or after termination of this award, whichever comes first.
- ☒ Technical/progress reports on the project as may be required by PTE's Administrative Contact in order for the PTE to satisfy its reporting obligations to the Federal Awarding Agency.

Prior Approvals:

Carryover:

Carryover is restricted for this subaward by the: Pass-Through Entity

Carryover instructions and requirements are as stated by the Federal Awarding Agency guidance or as shown below.

Submit carryover requests to the Administrative Contact.

Other Reports:

- ☐ In accordance with 37 CFR 401.14, Subrecipient agrees to notify both the Federal Awarding Agency via iEdison and PTE's Administrative Contact within 60 days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Federal Awarding Agency specific forms to the PTE's Administrative Contact within 60 days of the end of the Project Period to be included as part of the PTE's final invention report to the Federal Awarding Agency.

A negative report is required:

- ☐ Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below.

Additional Technical and Reporting Requirements:

Subrecipient agrees to provide CBEP with information needed to comply with federal reporting obligations, including, but not limited to:

- Financial "match" and "leveraging" reporting

A condition of the award is that Casco Bay Estuary Partnership and EPA award information be acknowledged in any reports, articles, press releases, newsletters, or other materials where descriptions or promotion of the project may appear. An electronic copy of CBEP's logo will be provided for this purpose.

Subrecipient will permit the University and its auditors to have access to the subrecipients records and financial statements as necessary for the University to meet the requirements of this policy and OMB Uniform Guidance § 200.331.

Attachment 5
Statement of Work, Cost Sharing, Indirects & Budget

Subaward Number:

USM-2397

Statement of Work

☒ Below ☐ Attached, pages

If award is FFATA eligible and SOW exceeds 4000 characters, include a *Subrecipient Federal Award Project Description*

The project, "Bridging Cultures for Climate Resilience: A Community Needs Assessment" seeks to address the gap in documented climate resilience needs of underrepresented and New Mainer households in the Greater Portland area by conducting a comprehensive and culturally relevant community needs assessment. The primary goal of the project is to gather vital data on how these communities interact with climate resilience efforts.

The scope of work will include:

- The development of a community needs assessment (months 1-2): In partnership with the City of Portland's Office of Sustainability, the Red Cross, and the Maine Immigrant Rights Coalition (MIRC), the City OEO will seek to understand how Portland's New Mainer communities interact with climate resilience topics such as weatherization, disaster preparedness, access to resources, and community-specific vulnerabilities. OEO and MIRC will work directly in those communities to identify key barriers to engagement and the areas where these communities need more support.
 - o Key milestone: Assessment goals and engagement strategy finalized and translated into target languages
- The formation of a Community Task Force (months 3-4): This task force, made up of members of the immigrant and underrepresented communities, local organizations, and city officials, will help guide the project, ensuring cultural relevance, effective outreach, and alignment with city goals.
 - o Key milestone: Task force comes together for first meeting to outline goals of the project
- Assessment Promotion and Distribution (months 5-8): The Team will engage the target population in assessment through identified platforms, forums, and organizations. The Team will look for key patterns and insights regarding the needs and vulnerabilities of these communities as well as the climate messaging and communication that is most resonant.
 - o Key milestone: Engage 100 people in the community assessment process
- Data Collection & Analysis (months 9-10): The Team will close data collection and begin organizing the findings, and will conduct an initial analysis to identify emerging trends and needs and data gaps.
 - o Key milestone: Share preliminary findings with Task Force
- Findings Report Development and Distribution (months 11-12): The findings will be compiled into a report that identifies priority areas for intervention and specific barriers to engagement and will recommend strategies for improving climate literacy and resource navigation for these communities.
 - o Key milestone: Report is finalized and shared with key stakeholders
- Reflect on Project and Next Steps (month 13): Conduct a task force meeting to evaluate project's successes, challenges, and lessons learned. Identify next steps for city's climate resilience planning and how to integrate project findings.
 - o Key milestone: The Task Force identifies key recommendations for next steps and continued community engagement

Budget Information

Indirect Information Indirect Cost Rate (IDC) Applied

%

Cost Sharing

Rate Type:

If Yes, include Amount: \$

Budget Details

☐ Below ☒ Attached, pages

- First payment of \$12,500.00 shall be paid at issuance of Purchase Order
- Second payment of \$10,000.00 shall be paid once the work has started (with receipt of invoice and project report)
- Last payment will be for remaining amount and shall be paid once the work has been completed (with receipt of invoice and brief final report).

Budget Totals

Direct Costs \$

Indirect Costs \$

Total Costs \$

All amounts are in United States Dollars

Attachment 6**Notice of Award (NOA) and any additional documents**

The following pages include the NOA and if applicable any additional documentation referenced throughout this Subaward.



Not incorporating the NOA or any additional documentation to this Subaward.

CBEP Resilience and Monitoring Grant Program Budget

CBEP Resilience and Monitoring Grant Program		
Budget Estimates by Cost Category		
Cost Category	Description - include cost per unit (e.g., \$/hr \$/mile) and number of units	Total Cost
Personnel		\$0.00
		\$0.00
		\$0.00
Fringe Benefits		\$0.00
		\$0.00
Travel		\$1,500.00
Transportation fund for staff + participants to travel to forums and events	\$.70/ 1 mile reimbursements or single use bus passes (1 ride=\$2, round trip =\$4) available for participants who need support attending events	\$1,500.00
		\$0.00
		\$0.00
Equipment (materials > \$5000)		\$0.00
		\$0.00
		\$0.00
Supplies (materials <\$5000)		\$500.00
Admin supplies	Presentation Materials, Miscellaneous Supplies for community forums and engagement events	\$500.00
		\$0.00
		\$0.00
Community Engagement		\$5,500.00
Communication Supplies	Printed Materials- Flyers and Brochures: Used to promote events, workshops, and outreach efforts. Booklets: Informational booklets or guides for participants, summarizing project goals, benefits, or next steps. Reports: Printed reports to share progress, findings, and outcomes with stakeholders and participants. Digital Communication Tools, Multimedia Supplies, Translation and Interpretation Materials	\$500.00
Gift Cards	Gift Cards or Incentives for Participation-Visa Gift Cards: As incentives or thank-you gifts for community members who participate	\$5,000.00
		\$0.00
		\$0.00
Contractual		\$15,500.00
Facilitator	Contracted facilitator to assist with facilitating discussions, leading and moderating community forums or meetings and ensuring that cultural differences and language barriers are respected and addressed in the facilitation process.	\$5,000.00
Data Analyzer	Contracted data analyzer to assist with processing and interpreting the data collected from community engagement efforts, forums, and other sources	\$3,000.00
Maine Immigrants Rights Coalition	Contracted to be responsible for creating task force and guiding outreach, including organizing translation and interpretation services	\$7,500.00
		\$0.00
Other (specify)		\$0.00
		\$0.00

CBEP Resilience and Monitoring Grant Program Budget

		\$0.00
Overtime + Stipends		\$2,000.00
Overtime + Stipends	Overtime for personnel and stipends to engage additional support staff as needed	\$2,000.00
Total Project Cost		\$25,000.00
Amount Requested from CBEP		\$0.00
Match/Outside Funding Source	Description	Match Amount
Total Match		\$0.00
		\$0.00
		\$0.00
		\$0.00

Notes:

1. Add additional lines under budget categories as needed

2. If Indirect expenses are a component of the proposed match, an explanation of how that rate is calculated and applied must be

3. Matching funds are not required. If matching funds are needed to complete the project, please identify other funding sources in

	U.S. ENVIRONMENTAL PROTECTION AGENCY Cooperative Agreement		GRANT NUMBER (FAIN): 00A01151 MODIFICATION NUMBER: 0 PROGRAM CODE: 4T		DATE OF AWARD 08/28/2023
			TYPE OF ACTION New		MAILING DATE 08/31/2023
			PAYMENT METHOD: ASAP		ACH# 10151
RECIPIENT TYPE: State Institution of Higher Learning			Send Payment Request to: Contact EPA RTPFC at: rtpfc-grants@epa.gov		
RECIPIENT: University of Maine System 96 Falmouth Road Portland, ME 04104-4864 EIN: 01-6000769			PAYEE: University of Southern Maine 96 Falmouth Road Portland, ME 04104-4864		
PROJECT MANAGER		EPA PROJECT OFFICER		EPA GRANT SPECIALIST	
Curtis Bohlen PO Box 9300 34 Bedford Street Portland, ME 04104-9300 Email: Curtis.Bohlen@maine.edu Phone: 207-780-4820		Ivy Mlsna 5 Post Office Square Boston, MA 02109 Email: Mlsna.Ivy@epa.gov Phone: 617-918-1311		Julie Ross Grants Management Branch Email: Ross.Julie@epa.gov Phone: 617-918-1317	
PROJECT TITLE AND DESCRIPTION Casco Bay Estuary Partnership BIL Supplementary Funds Year 2 See Attachment 1 for project description.					
BUDGET PERIOD 07/01/2023 - 06/30/2024		PROJECT PERIOD 07/01/2023 - 06/30/2024		TOTAL BUDGET PERIOD COST \$909,800.00	
				TOTAL PROJECT PERIOD COST \$909,800.00	
NOTICE OF AWARD Based on your Application dated 06/06/2023 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$909,800.00. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$909,800.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.					
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)			AWARD APPROVAL OFFICE		
ORGANIZATION / ADDRESS			ORGANIZATION / ADDRESS		
U.S. EPA, Region 1, EPA New England 5 Post Office Square, Suite 100 Boston, MA 02109-3912			U.S. EPA, Region 1, EPA New England R1 - Region 1 5 Post Office Square, Suite 100 Boston, MA 02109-3912		
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY					
Digital signature applied by EPA Award Official Arthur Johnson - Director of MSD					DATE 08/28/2023

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$0	\$909,800	\$909,800
EPA In-Kind Amount	\$0	\$0	\$0
Unexpended Prior Year Balance	\$0	\$0	\$0
Other Federal Funds	\$0	\$0	\$0
Recipient Contribution	\$0	\$0	\$0
State Contribution	\$0	\$0	\$0
Local Contribution	\$0	\$0	\$0
Other Contribution	\$0	\$0	\$0
Allowable Project Cost	\$0	\$909,800	\$909,800

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.456 - National Estuary Program	Clean Water Act: Sec. 320 & Infrastructure Investment and Jobs Act (IIJA) (PL 117-58)	2 CFR 200, 2 CFR 1500, 40 CFR 33 and 40 CFR 35 Subpart P

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	2301LZC046	23	BSD	01L	000B89X76	4154	-	-	\$909,800
									\$909,800

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$181,050
2. Fringe Benefits	\$90,163
3. Travel	\$2,500
4. Equipment	\$0
5. Supplies	\$0
6. Contractual	\$414,117
7. Construction	\$0
8. Other	\$106,825
9. Total Direct Charges	\$794,655
10. Indirect Costs: 0.00 % Base	\$115,145
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$909,800
12. Total Approved Assistance Amount	\$909,800
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$909,800
15. Total EPA Amount Awarded To Date	\$909,800

Attachment 1 - Project Description

This cooperative agreement is provided to University of Southern Maine through the University of Maine System to support implementation of the Bipartisan Infrastructure Law

(BIL) through the Casco Bay Estuary Partnership (CBEP) Casco Bay Plan, i.e., their Comprehensive Conservation and Management Plan (CCMP). The goal is to restore and maintain the chemical, physical, and biological integrity of the estuary and support its sustainable human uses through tasks outlined in this Bipartisan Infrastructure Law (BIL) workplan of the CBEP and its partners. CBEP has designed eight programs that provide structure for the five-to-seven-year spending plan for BIL funding. The eight programs address long-standing and emerging needs for management of Casco Bay as identified by CBEP, with the advice of Partners and members of the Management Committee. These programs support habitat restoration, resilience and conservation; enhance monitoring and science to guide future management; and assist communities addressing climate resilience and water needs.

Update and expand the Habitat Protection Fund; Initiate community resilience grants program and increase CBEP capacity to assist with on-the-ground projects that integrate infrastructure protection, community resilience, habitat restoration and ecosystem resilience goals; Replace a failing culvert under Route 216 to reduce vulnerability to sea level rise and ensure project restores tidal flow to adjacent wetlands to enhance habitat quality and potential for marsh migration in response to sea level rise; Study methods for enhancement of eelgrass populations using seed with New England NEP and EPA R1 partners; Continue to develop, upgrade and extend the Casco Bay Regional Ocean Model to meet local needs and identify next steps for developing a robust suite of interconnected Casco Bay models; Gather region-wide data that can guide future programs and address persistent water quality challenges caused by poor onsite wastewater treatment infrastructure; Develop regional mechanisms and tools to speed development of watershed plans; Support efforts by local governments to address resilience, water quality, and habitat issues by supporting local planning initiatives; Initiate multi-year effort to simplify data sharing among members of the Monitoring

Network and increase availability of Casco Bay-related data to academics and the public; Anticipated deliverables/outcomes include: Five grants issued through the Habitat Protection Fund for permanent protection of habitat; Fifty or more acres of habitat protected with partial CBEP support; Two habitat or community resilience project concepts in development by spring

2024; Replacement of vulnerable culvert under Route 216, in Phippsburg; Report documenting flowering and seed production in eelgrass beds in southern Casco Bay; Strengthen CBEP relationships with eelgrass restoration community in New England and surrounding states; Fully validated Casco Bay hydrodynamic model that serves community needs, with long-term community support and a stable funding source; Report on location and condition of onsite wastewater treatment systems in the towns of the lower Casco Bay watershed; Increased monitoring capabilities in the Casco Bay region; Improved availability

and quality of data about the Bay or the Watershed

Direct beneficiaries of this program include residents of the Casco Bay watershed study area in Maine and the ecosystems and users of ecosystem services. Subaward to Cumberland County Soil and Water Conservation District to 1) assess and report on the location and condition of onsite wastewater treatment systems in the towns of the lower Casco Bay watershed, and 2) to develop regional mechanisms and tools to speed development of watershed plans, including a report defining standard practices for watershed plan development in the region and identification of information gaps that slow Plan development.

Administrative Conditions

National Administrative Terms and Conditions

General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2022-or-later>.

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): rtpfc-grants@epa.gov
- MBE/WBE reports (EPA Form 5700-52A): Grants Specialist on Page 1 of Award Document AND Larry Wells, Disadvantaged Business Utilization Program Manager: r1_mbewbereport@epa.gov
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: Grants Specialist and Project Officer on Page 1 of Award Document
- Payment requests (if applicable): Grants Specialist and Project Officer on Page 1 of Award Document
- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: Project Officer on Page 1 of Award Document AND R1QAPPs@epa.gov

B. Pre-Award Costs

In accordance with 2 CFR 1500.9, the recipient may charge otherwise allowable pre-award costs (both Federal and non-Federal matching shares) incurred from 07/01/2023 to the actual award date provided that such costs were contained in the approved application and all costs are incurred within the approved budget period.

Programmatic Conditions

NEP Programmatic Terms & Conditions (FY23 BIL – 4T00A01151)

PROGRAM MANAGEMENT

- A. All recipients of grants or cooperative agreements awarded under Section 320 of the Clean Water Act and the Bipartisan Infrastructure Law (BIL) are required to comply with both EPA's National Estuary Program Funding Guidance and National Estuary Program Bipartisan Infrastructure Law Funding Implementation Memorandum for Fiscal Years 2022-2026 during the performance period of this award. Any exemptions from the NEP Funding Guidance and/or the NEP BIL Funding

Implementation Memo requirements must be requested in writing and approved by the EPA Project Officer.

- B. All primary and subrecipient work products shall carry attribution to the U.S. EPA National Estuary Program and/or the Bipartisan Infrastructure Law for funding assistance and should also acknowledge significant contributions by others.
- C. In accordance with 2 CFR § 200.328, the Casco Bay Estuary Partnership (CBEP) of the National Estuary Program (NEP) agrees to submit annual performance reports to the U.S. Environmental Protection Agency (EPA) that include the following for all projects using BIL funding:
 - a. Project/Activity name and location (lat/long);
 - b. Brief project description;
 - c. Lead implementer, partners, and their roles;
 - d. Deliverables and completed activities;
 - e. BIL funds spent on project implementation;
 - f. Definition of disadvantaged communities used in the NEP;
 - g. How BIL workplan tasks support BIL priorities and implement CCMP priorities;
 - h. If applicable, any external constraints related to any/all workplan elements and how the NEP addressed those constraints; and
 - i. Important key environmental and programmatic accomplishments, completed workplan activities, and noteworthy lessons learned, presented in enough detail to fully describe what was accomplished along with whatever substantiating data are available.
 - j. a comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement workplan for the period;
 - k. the reasons for slippage if established outputs/outcomes were not met;
 - l. additional pertinent information, including, when appropriate, analysis and information of cost overruns or high unit costs;
 - m. the methods to be used to effectively disseminate project information and/or continue the benefits of this project (although the project itself may not be continuing); and
 - n. materials generated in connection with project activities (e.g., workshop announcements, newspaper/newsletter announcements, articles or releases, press packets, pamphlets, etc.).

The discussion of accomplishments and challenges specified as part of the annual workplan in the national program funding guidance may serve as this performance report.

In accordance with 200 CFR § 200.328(2)(d)(1), the recipient agrees to inform EPA as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan.

- D. The recipient must report on its subaward monitoring activities under 2 CFR 200.332(d).

Examples of items that must be reported if the pass-through entity has the information available are:

1. Summaries of results of reviews of financial and programmatic reports.
2. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.
3. Environmental results the subrecipient achieved.

4. Summaries of audit findings and related pass-through entity management decisions.

Actions the pass-through entity has taken to correct deficiencies such as those specified at 2 CFR 200.332(e), 2 CFR 200.208 and 2 CFR 200.339.

- E. This is an interim term and condition for the management of funding provided under the Infrastructure Investment and Jobs Act (IIJA)/Bipartisan Infrastructure Law (BIL). EPA's Award Official or Grants Management Officer may amend this agreement to specify additional requirements applicable to IIJA funding as information becomes available. In the interim, the recipient agrees to have financial management and programmatic management systems in place to:
- a. Track and report on expenditures of IIJA funds
 - b. Track and report outputs and outcomes achieved with IIJA funds
- F. The recipient shall provide a final report that includes:
- a. Total BIL awards received;
 - b. All actions taken with BIL funding, specifically highlighting actions aimed at advancing equity and climate priorities;
 - c. Outcomes (including anticipated outcomes) of such activities for achieving specific CCMP goals;
 - d. Discussion of how activities funded with BIL funds improved (or are expected to improve) disadvantaged communities' access to infrastructure funding, ability to influence decision making, and participation in CCMP implementation projects impacting public health and the environment; and
 - e. Discussion of how activities improved (or are expected to improve) the ability to adapt and mitigate climate change impacts through implementation of CCMPs.
 - f. Subaward project highlights and results that include a brief abstract describing the project, its results, and its measurable impacts over the project period, including development of tools and resources, data collected and how to access it, and any communication materials developed for the project for use in public communication materials; and
 - g. any database(s) or model files including input-output data, model code, model output, and peripheral and post-processing utilities.
- G. During the term of the award, the recipient will employ Casco Bay Estuary Partnership staff. Such staff will be subject to the recipient's policies and procedures, and the recipient will have sole control and discretion over personnel decisions related to the Casco Bay Estuary Partnership staff.
- H. The recipient shall have representatives serving on core committees of the Management Conference
- I. All tangible products resulting from the project (curriculum, DVD, training materials, posters, etc.) shall be submitted electronically and in paper or hard format (if applicable) in duplicate to the EPA Project Officer, or as a link to a site from which the products can be easily viewed and downloaded.
- J. EPA may terminate the assistance agreement for failure to make sufficient progress so as to reasonably ensure completion of the project within the project period, including any extensions. EPA will measure sufficient progress by examining the performance required under the work plan in conjunction with the milestone schedule, the time remaining for performance within the project period, and/or the availability of funds necessary to complete the project. See Policy 11-01 at: http://www.ogd/policy/final_grants_policy_issuance_11_03_state_grant_workplans.pdf
- K. The recipient will submit annual Government Performance and Results Act (GPRA) reporting information to EPA as specified in the annual program funding guidance by the date stipulated in the annual funding guidance.
- L. EPA will provide programmatic oversight and guidance regarding the annual workplan and recipient products, including review and comment on QAPPs, reports related to environmental results, habitat, environmental indicators, and leveraged funds, and

revision and/or implementation of the recipient's Comprehensive Conservation and Management Plan (CCMP). EPA participates in the recipient's Management Conference, which oversees the tasks in the annual workplan, and assists with program efforts when appropriate.

- M. All Casco Bay Estuary Partnership grant-related activities, including subawards, shall follow both U.S. EPA and recipient policies and procedures in the Office of Research and Sponsored Programs, Office of Institutional Advancement, and Finance Office. In the event of a conflict between U.S. EPA and recipient policies and procedures, the recipient shall follow U.S. EPA policies and procedures.
- N. In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, Recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. Recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at <https://www.epa.gov/sites/production/files/2015-03/documents/competency-policy-aaia-new.pdf> or a copy may also be requested by contacting the EPA Project Officer for this award.

- **Cybersecurity Condition**

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

- P. EPA and the recipient agree to comply with the requirements of the Paperwork Reduction Act in completing the project. If the work described in this workplan results in a survey, a questionnaire or similar information-gathering activity, the Paperwork Reduction Act of 1995 (44 U.S.C. 3501 et seq.), requires EPA to obtain Office of Management and Budget (OMB) clearance prior to the recipient's collection of information by means of identical questions posed to 10 or more persons. When a

cooperative agreement's scope of work includes the survey or collection of identical information from 10 or more persons, then ICR requirements apply. Similarly, when a grant's scope of work includes the survey or collection of identical information from 10 or more persons and EPA wants to influence, design or develop the activities of the survey then the requirements of the ICR pertain.

NOTE: EPA has concluded that National Estuary Programs may use the Information Collection Request approval received by the Headquarters office for their information collection activities related to annual workplans, program evaluation, or Government Performance Results Act reporting. When collecting information under this ICR, the ICR Reference # should be included: 201705-2040-001. The actual ICR justification is available upon request to the Project Officer.

DELIVERABLES

Q. The recipient is required to develop a BIL Long-Term Plan, due no later than June 1, 2023. This plan will describe key activities the NEP will pursue with BIL funds through all years of BIL funding (FY 2022 – FY 2026). The BIL long-term plan may be amended, modified, or revised at any time. Changes can be submitted each year along with the annual BIL workplan. Since BIL projects are not expected to be completed within a year of funding, the long-term plan should include:

- Proposed types of projects and/or short project descriptions;
- Estimated timelines for projects and program activities;
- Potential additional sources of funding;
- Program capacity building needs to deliver BIL supported activities;
- Opportunities for potential coordination with other key stakeholder groups, including current or future Urban Waters Federal Partnership locations, where applicable; and
- Equity Strategy

R. The NEP must create a strategy detailing their contribution to the national program-wide goal of ensuring that at least 40% of the benefits and investments from BIL funding flow to disadvantaged communities. This equity strategy should be submitted as part of the recipient's BIL long-term plan no later than June 1, 2023. The strategy will be reviewed prior to awarding FY 2024 – FY 2026 BIL funds and approved by EPA's Assistant Administrator for Water.

The equity strategy should outline how BIL funds will be utilized to increase investments in disadvantaged communities and the benefits that flow to them. The strategy should include:

- Definition of disadvantaged communities. For most NEPs, this will be the definition EPA described in the following section of this memorandum, "Defining Disadvantaged Communities." If an NEP needs to use a different definition of disadvantaged communities, (e.g., a partner state agency already has an established definition, or the definition and screening tool do not reflect any disadvantaged communities in the study area), NEPs should work with EPA to develop an approved alternative prior to finalizing the equity strategy.
- Baseline. The baseline is a number that reflects the recent (pre-BIL) percentage of NEP funds flowing to projects that benefit disadvantaged communities.

- Analysis of disadvantaged communities that may benefit from NEP projects to identify where additional investments can be made that benefit such communities while implementing CCMPs.
- Numeric target for activities supporting disadvantaged communities that contribute to achieving a target at or above 40% of benefits to such communities for the national program over the lifespan of total NEP BIL funds;
- Key activities. An outline of the path to achieve the new goal may include projects, locations of activity, milestones, training and outreach needs, capacity building, and interim goals.
- Tracking benefits. Further guidance will be provided in consultation with EPA's Office of Environmental Justice (OEJ) for tracking benefits to disadvantaged communities. This may include:
 - Expanded adaptive capacity of disadvantaged communities to be resilient to climate change;
 - Improved wildlife habitat, addressed water quality challenges or prevented or reduced nonpoint source pollution affecting disadvantaged communities;
 - Increased disadvantaged communities' access to recreation; and
 - Expanded education and/or deepened engagement or representation of disadvantaged communities (for example expanding management or other committees to include greater representation from disadvantaged communities).

S. In accordance with 40 CFR 30.36, EPA has the right to reproduce, publish, use and authorize others to use copyrighted works developed under this assistance agreement for Federal purposes.

T. Access to any deliverables, guidance documents, web site development, copyrighted materials, or other work product materials produced over the course of the project is provided to EPA. In accordance with 2 CFR 200.315, EPA has the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement for Federal purposes. Those applicants who collect data as part of their project, especially those who are required to develop a Quality Assurance Project Plan (QAPP), will be required to make data and results publicly available and readily transferable.

BUDGET AND ACCOUNTING

U. Per the NEP BIL Implementation Memo, NEP non-federal match/cost-share requirements, for all NEPs are waived for BIL funds in FY 2022-2023.

V. NEPs must ensure that all BIL funds are clearly tracked to the underlying appropriation in the law and must be prepared to report on the purpose of all obligations. NEPs must track BIL funds separately from other funds received.

W. Pursuant to 2 CFR 200.308(e), the recipient must notify and seek approval from the EPA Project Officer in advance of any transfer of funds among direct cost categories, functions and activities if the cumulative amount of such transfer exceeds or is expected to exceed 10 percent of the total budget as last approved by the U.S. EPA. In addition and in accordance with 2 CFR 200.308(c), the recipient must request prior approval from the U.S. EPA if there is a change to the scope or objective of a project or program, or to the amount budgeted for participant support costs. Accordingly, any change in the recipient's Indirect Cost Rate that results in a change to the scope, objective, or participant support cost budget or exceeds 10 percent of the total budget must be approved in advance by the U.S. EPA. To request this approval, the recipient must submit a

proposed re-budget and describe any changes in deliverables, scope, and objectives affected by the proposed transfer.

- X. Funds in the agreement may be used for outreach support. These funds are to: (1) cover travel for the NEP Program Office, Management Conference members, or other associated stakeholders to appropriate national and regional conferences, workshops, or meetings, (2) provide peer-to-peer technical assistance to other NEPs or neighboring communities, and (3) bring in staff or stakeholders from other NEPs or watershed programs to assist a NEP. The recipient is required to attend all NEP national and regional meetings convened by EPA unless unforeseen circumstances prevent the recipient from meeting this requirement.
- Y. Unless the event(s) are specified in the approved workplan, the recipient agrees to obtain prior approval from EPA for the use of grant funds for light refreshments and/or meals served at meetings, conferences, training workshops, and outreach activities (events). The recipient must send requests for approval to the EPA Project Officer and include:
- An estimated budget and description for the light refreshments, meals, and/or beverages to be served at the event(s);
 - A description of the purpose, agenda, location, length and timing for the event.
 - An estimated number of participants in the event and a description of their roles.

Recipients may address questions about whether costs for light refreshments, and meals for events are allowable to the recipient's EPA Project Officer. However, the Agency Award Official or Grant Management Officer will make final determinations on allowability.

Note: U.S. General Services Administration regulations define light refreshments for morning, afternoon or evening breaks to include, but not be limited to, coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins. (41 CFR 301-74.11)

Z. National Terms and Condition for Subawards

- a. See Section 6, Establishing and Managing Subawards under Selected Items of Cost in the Administrative Terms and Conditions included in this award document.
- b. Any questions about subrecipient eligibility or other issues pertaining to subawards should be addressed to the recipient's EPA Project Officer. Additional information regarding subawards may be found at <https://www.epa.gov/grants/grants-policy-issuance-gpi-16-01-epa-subaward-policy-epa-assistance-agreement-recipients>, and https://www.epa.gov/sites/production/files/2016-02/documents/gmc_subaward_policy_appendix_a_subrecipient_v_contractor_distinction_0.pdf, and <https://www.epa.gov/grants/best-practice-guide-procuring-services-supplies-and-equipment-under-epa-assistance-agreements>.
- c. The recipient is responsible for selecting its subrecipients and, if applicable, for conducting subaward competitions.

DATA QUALITY AND MANAGEMENT

- A. The recipient will develop Quality Assurance Project Plans (QAPP) for all applicable projects and tasks involving environmental information operations in accordance with the most current version of EPA

Quality Assurance Project Plan Standard. Regional guidance documents and national guidance documents may be helpful in meeting the requirements.

"Environmental information operations" is a collective term for work performed to collect, produce, evaluate, or use environmental information or the design, construction, operation, or application of environmental technology. For EPA, environmental information includes direct measurements of environmental parameters or processes, analytical testing of environmental conditions, information provided by models, information compiled from other sources such as databases, software applications, or existing literature, the development of environmental software, tools, or models, or the design, construction, operation, or application of environmental technology.

The QAPP must be approved by EPA prior to environmental information operations, except under circumstances requiring immediate action to protect human health and the environment or operations conducted under police powers. Unless an alternate schedule has been agreed upon, QAPPs are to be submitted at least 60 days before project activities begin. QAPPs are submitted electronically to the following:

EPA Project Officer/Tribal Coordinator (see page 1 of assistance agreement for contact information) and Regional Quality Assurance Branch via R1QAPPs@epa.gov

***If electronic submission is unavailable, please contact the Project Officer/Tribal Coordinator for submittal instructions.**

For organizations with an EPA-approved Quality Management Plan (QMP), the recipient will submit an annual update letter to EPA documenting progress over the year and any changes to the QMP. Annual update letters will be sent every year for four years until the expiration of the QMP (five years from initial EPA approval). Annual QA update letters will be sent to the EPA Project Officer/Tribal Coordinator and the RQAM on the anniversary of the approval of the QMP by the RQAM; or on another mutually agreeable schedule. In addition, for multi-year projects, the grantee shall confirm that the QAPP is current and accurate.

- Data produced under this project will adhere to the requirements of EPA's National Geospatial Data Policy (NGDP) (see

http://www.epa.gov/esd/ggc/pdf/epa_natl_geo_data_policy.pdf). This Policy applies to all EPA organizations, grantees, agents working on behalf of EPA, and partner states of EPA who design, develop directly or indirectly, compile, operate, or maintain EPA information collections developed for environmental program support. Refer to this policy for details on requirements for quality assurance project plans (QAPPs), geospatial data accuracy and geospatial metadata. Specifically, the grantee must provide documentation for all produced data, including source information for each digital data layer (i.e., scale and accuracy, map projection, coordinate system, etc.), and specific information about the data layer itself (i.e., method used, geographic extent of data layer, file format, date of creation, staff contact, description and definition of data fields and their contents, related files, if any, and description of data quality and quality assurance methods used). The EPA Metadata Editor (EME) was developed to simplify and standardize metadata development and is a recommended tool for streamlining production of the required metadata. The EME and related training materials can be downloaded from <http://www.epa.gov/geospatial/eme.html>. Specific technical guidance on geospatial deliverables and acceptable formats can be found at <http://www.epa.gov/region02/gis/r2gisdeliverables.html>.

Data produced under this project will be submitted to the EPA Project Officer no later than 30 days after completion of the project. Delivery can be in the form of physical media or as downloadable data.

COMMUNICATION

W. Signage

- a. The recipient will ensure that a visible project identification sign is erected as appropriate at each public event or training location. The sign should summarize the purpose of the event and credit EPA and the National Estuary Program/Bipartisan Infrastructure Law for funding. The recipient will determine the design, placement and materials for each sign. The signage will contain logos of EPA and the recipient NEP. To obtain the appropriate EPA logo or seal graphic file, the recipient should send a request directly to OPA and include the EPA Project Officer in the communication. Instructions for contacting OPA is available at: <http://www2.epa.gov/stylebook/using-epa-seal-and-logo>. The EPA Logo will be displayed meeting the following specifications: http://www.epa.gov/ogd/tc/epa_logo_seal_specifications_for_infrastructure_grants.pdf.
- b. If the award includes an outreach component, the recipient will provide signage that informs the public that the project is funded by EPA through its National Estuary Program and includes the following text: "This project has been funded, in whole or in part, by the U.S. Environmental Protection Agency's National Estuary Program."
- c. If the EPA logo is displayed along with the logos of other participating entities, the EPA logo must not be displayed in a manner that implies that EPA itself is conducting the project. Instead, the EPA logo must be accompanied with, and immediately next to, a statement indicating that the recipient received financial assistance from EPA for the project. As provided in the sign specifications from OPA, the EPA logo is the preferred identifier for assistance agreement projects.
- d. Recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the EPA logo) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable
 - Announcements

The Recipient agrees to notify the EPA Project Officer of public or media events publicizing the accomplishment of significant

events as a result of this agreement and provide the opportunity for attendance and participation by federal representatives.

- Report Acknowledgments

The recipient agrees that any reports, documents, publications or other materials developed for public distribution supported by this assistance agreement will contain the following statement: "This product has been funded wholly or in part by the United States Environmental Protection Agency under Assistance Agreement 4T00A00926 to the recipient. The contents of this document do not necessarily reflect the views and policies of the U.S. Environmental Protection Agency, nor does the U.S. EPA endorse trade names or recommend the use of any products, services or enterprises mentioned in this document."

OTHER

- Federal Funding Accountability and Transparency Act (FFATA) Reporting Requirements for Sub-award and Executive Compensation.

Purpose: To describe new Federal reporting requirements for EPA assistance agreement recipients. If, during the preceding fiscal year, a prime recipient or sub-recipient (a "prime" recipient is the recipient of record, the entity to which the Federal government makes an award; a "sub-recipient" is a sub-awardee at any other level down from the prime recipient) meets all three criteria listed below, then for each sub-award of \$25,000 or more that the recipient provides, the recipient must enter into the FFATA Subaward Reporting System (FSRS) the total compensation of its five most highly-paid executives:

- the recipient received 80% or more of its annual gross revenue in Federal procurement contracts and financial assistance, and
- the recipient received \$25,000,000 or more in annual gross revenues from Federal procurement contracts and financial assistance, and
- there are no regularly-filed, publicly-available reports depicting the total compensation of the recipient's five most highly-paid executives.
- The policy is available at: www.epa.gov/ogd/ and at: <http://usaspending.gov/news>

	U.S. ENVIRONMENTAL PROTECTION AGENCY Assistance Amendment	GRANT NUMBER (FAIN): 00A01151 MODIFICATION NUMBER: 1 PROGRAM CODE: 4T	DATE OF AWARD 07/17/2024
		TYPE OF ACTION No Cost Amendment	MAILING DATE 07/17/2024
		PAYMENT METHOD: ASAP	ACH# 10151
		RECIPIENT TYPE: State Institution of Higher Learning	
RECIPIENT: UNIVERSITY OF MAINE SYSTEM PO Box 9300 PORTLAND, ME 04104-9300 EIN: 01-6000769		Send Payment Request to: Contact EPA RTPFC at: rtpfc-grants@epa.gov PAYEE: UNIVERSITY OF MAINE SYSTEM 96 Falmouth Road Portland, ME 04104-4864	
PROJECT MANAGER Curtis Bohlen University of Southern Maine P O Box 9300 PORTLAND, ME 04104-9300 Email: Curtis.Bohlen@maine.edu Phone: 207-780-4820	EPA PROJECT OFFICER Lauren Tisdale 5 Post Office Square Boston, MA 02109 Email: Tisdale.Lauren@epa.gov Phone: 617-918-1132	EPA GRANT SPECIALIST Julie Ross Grants Management Branch Email: Ross.Julie@epa.gov Phone: 617-918-1317	
PROJECT TITLE AND EXPLANATION OF CHANGES Casco Bay Estuary Partnership BIL Supplementary Funds Year 2 Amendment #1 approves an Object Class Rebudgeting and Time Extension through 6/30/2029 for the University of Maine System. All Terms and Conditions remain unchanged, and in full force and effect.			
BUDGET PERIOD 07/01/2023 - 06/30/2029	PROJECT PERIOD 07/01/2023 - 06/30/2029	TOTAL BUDGET PERIOD COST \$ 909,800.00	TOTAL PROJECT PERIOD COST \$ 909,800.00
NOTICE OF AWARD Based on your Application dated 06/06/2023 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$ 0.00. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$ 909,800.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.			
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE	
ORGANIZATION / ADDRESS U.S. EPA, Region 1, EPA New England 5 Post Office Square, Suite 100 Boston, MA 02109-3912		ORGANIZATION / ADDRESS U.S. EPA, Region 1, EPA New England R1 - Region 1 5 Post Office Square, Suite 100 Boston, MA 02109-3912	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY			
Digital signature applied by EPA Award Official Julie Ross - Grants Management Specialist			DATE 07/17/2024

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 909,800	\$ 0	\$ 909,800
EPA In-Kind Amount	\$ 0	\$ 0	\$ 0
Unexpended Prior Year Balance	\$ 0	\$ 0	\$ 0
Other Federal Funds	\$ 0	\$ 0	\$ 0
Recipient Contribution	\$ 0	\$ 0	\$ 0
State Contribution	\$ 0	\$ 0	\$ 0
Local Contribution	\$ 0	\$ 0	\$ 0
Other Contribution	\$ 0	\$ 0	\$ 0
Allowable Project Cost	\$ 909,800	\$ 0	\$ 909,800

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.456 - National Estuary Program	Clean Water Act: Sec. 320 & Infrastructure Investment and Jobs Act (IIJA) (PL 117-58)	2 CFR 200, 2 CFR 1500, 40 CFR 33 and 40 CFR 35 Subpart P

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$ 69,171
2. Fringe Benefits	\$ 31,127
3. Travel	\$ 0
4. Equipment	\$ 0
5. Supplies	\$ 4,144
6. Contractual	\$ 50,000
7. Construction	\$ 0
8. Other	\$ 656,075
9. Total Direct Charges	\$ 810,517
10. Indirect Costs: 0.00 % Base	\$ 99,283
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$ 909,800
12. Total Approved Assistance Amount	\$ 909,800
13. Program Income	\$ 0
14. Total EPA Amount Awarded This Action	\$ 0
15. Total EPA Amount Awarded To Date	\$ 909,800

Administrative Conditions

All Administrative Terms and Conditions remain unchanged, and in full force and effect.

Programmatic Conditions

All Programmatic Terms and Conditions remain unchanged, and in full force and effect.

ADDENDUM
FDP Cost Reimbursement Subaward

1. Terms and Conditions add Section 11 as follows:

“The Subrecipient’s obligations under this Cost Reimbursement Subaward Agreement are subject to and limited by the defenses, immunities, and limitations of liability available to the Subrecipient under the Maine Tort Claims Act, 14 M.R.S.A. §8101 et seq. and other applicable law.”

2. Attachment 2, Additional Terms section is hereby deleted in its entirety and replaced with the following:

“Subrecipient is insured for general liability pursuant to the Maine Tort Claims Act through MMA’s risk pool, and upon request will provide the PTE with a Certificate of Membership demonstrating proof of coverage, which shall satisfy the requirements of this section.”

3. If any disagreement is found between the Agreement and this document, then this document shall govern; provided, however, that this document shall be construed to be supplemental to the Agreement to the extent possible.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: July 11, 2025

SUBJECT: Order 33-25/26 Accepting and Appropriating a \$156,378 Parks Lighting Pilot Grant from the United States Tennis Association - Sponsored by Danielle P. West, City Manager

SPONSOR: City Manager, Danielle West

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 8/11/2025

Final

Action 9/3/2025

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

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

PRESENTATION: Ethan Hipple will be present to answer questions.

I. SUMMARY

Parks, Recreation, and Facilities has received grant funding from the United States Tennis Association for Payson Park tennis court lighting.

II. AGENDA DESCRIPTION

This agenda item seeks the City Council's approval to formally accept and appropriate a grant totaling \$156,378 from the United States Tennis Association (USTA). This significant funding is specifically designated for the installation of new, state-of-the-art lighting at the tennis courts located in Payson Park. This grant, part of the USTA Parks Lighting Pilot Program, will enhance the park's recreational facilities, extending playability into the evening hours and significantly improving the overall experience for our community's tennis enthusiasts.

Acceptance of this grant comes with several collaborative commitments designed to maximize the impact of the improved facilities. These include a commitment to display USTA promotional materials, allow USTA to survey participants, and maintain the new lighting infrastructure for a minimum of five years. Furthermore, the grant includes the provision of USTA's SmartAccess gate system hardware, which will enable online court booking, usage tracking, and potential revenue generation, with the USTA covering the first year of the associated subscription service. This partnership aims to not only upgrade our facilities but also foster increased tennis participation and programming within the community.

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

III. BACKGROUND

The United States Tennis Association (USTA) is actively involved in promoting and developing the growth of tennis across the country. A key part of this mission involves supporting the development and enhancement of tennis facilities, particularly in public parks. This is where the USTA Parks Lighting Pilot Grant Program comes in.

This specific grant awarded to Portland for Payson Park is part of a pilot program designed to illuminate park

tennis facilities in areas with high tennis demand but low court supply. The USTA recognizes that extending playable hours through lighting upgrades can significantly increase participation and access to the sport. The program aims to create safe, high-quality, and accessible tennis environments. Beyond providing financial assistance for lighting, the grant often includes technological enhancements like the SmartAccess gate system to help manage court usage and potentially generate revenue, fostering long-term sustainability for the facilities. The USTA often seeks collaboration with grant recipients on programming and promotional efforts to further grow the sport within the community.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The intended result is to accept and appropriate a \$156,378 grant from USTA

V. FINANCIAL IMPACT

Immediate Positive Fiscal Impact:

- **Direct Revenue/Cost Savings:** The most direct impact is the \$156,378 in grant funding. This represents a significant capital injection that will cover the cost of the tennis court lighting project. Without this grant, the City of Portland would likely need to allocate these funds from its own capital improvement budget or seek other funding sources, which would have a direct impact on the city's general fund or other departmental budgets. Therefore, it effectively saves the city \$156,378 in direct project costs.
- **Maintenance Costs:** The grant requires the city to "agree to maintain the infrastructure, hardware and/or devices installed at your Facility (e.g. lighting, SmartAccess gates, etc.) in serviceable operating condition for a period of at least five (5) years from the date of completion." This means there will be ongoing maintenance costs associated with the new lighting and the SmartAccess system. These costs will need to be absorbed into the Parks, Recreation, and Facilities department's operational budget.

VI. STAFF ANALYSIS AND BACKGROUND

See above

VII. RECOMMENDATION

Staff recommends that the City Council accept and appropriate the \$156,378 grant from The United States Tennis Association in support of the lighting project at Payson Park.

VIII. LIST ATTACHMENTS

1. Order - Accepting 156k Parks Lighting USTA Grant
2. USTA Grant Agreement

Prepared by:

Date: 07/11/2025

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 \$156,378 PARKS LIGHTING PILOT
GRANT FROM THE UNITED STATES TENNIS ASSOCIATION**

ORDERED, that a \$156,378 Parks Lighting Pilot Grant from the United States Tennis Association is hereby accepted and that amount appropriated to the Parks and Recreation Department to support the installation of new lighting at the tennis courts located in Payson Park; 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.



2024 Parks Lighting Pilot Grant Application

Grant Summary and Eligibility

The United States Tennis Association Incorporated (“USTA”) is pleased to offer the USTA Parks Lighting Pilot Grant Application for further consideration by USTA of financial grant in support of your Facility (“Grant”). The Grant Application is for publicly owned tennis facilities open to the public.

The USTA’s receipt or acceptance of any completed Grant Application (“Application”) shall not be considered any agreement, commitment or acknowledgement by USTA to fund or issue a Grant or provide any other financial support or services to your Facility. All such decisions are exclusively reserved by USTA in its absolute sole discretion upon review and consideration of your Grant Application.

Grant Eligibility Description and Requirements:

Through the USTA Parks Lighting Pilot Program, the USTA is offer select park agencies the opportunity to receive a grant of funds to be applied towards USTA-approved tennis court lighting projects to light up park tennis facilities across the country. Your agency has been selected by USTA to apply for funding consideration through this exciting pilot opportunity.

To be eligible for consideration for a USTA Parks Lighting Pilot Program grant, your Facility:

- Must consist of three to six tennis courts;
- Be located in a High Tennis Demand / Low Court Supply area, as determined by USTA via census mapping data;
- Must present a project proposal through this Application that generally complies with and conforms to the American Sport Builders Association’s (ABSA) Tennis Court Construction Guidelines and industry standards, as determined by USTA in its absolute sole discretion.

By agreeing to participate in the USTA’s Park Lighting Pilot Program, participating Park agencies must be receptive to consider providing the following support upon completion of your lighting project:

- Collaborate with local USTA section staff liaison on potential organized tennis programming and play opportunities at your Facility;
- Utilize the grant funds toward the implementation of your proposed lighting package as defined in this Application and make reasonable good faith efforts to expedite completion of the construction process without delay;

- Commit to display USTA-provided promotional materials (e.g. banners/signage) promoting the health benefits of tennis and tennis programming opportunities, as may be requested by USTA from time to time.
- Be willing to consider working with USTA to provide your Facility as a testing grounds for other tennis related projects, as may be requested by USTA from time to time, including but not limited to equipment and technology offerings (e.g. SmartLocker equipment lockers)
- Allow USTA the ability to survey program and play participants at your Facility in order to better inform the pilot and its impact on sustained play at your Facility and in your community.
- Agree to maintain the infrastructure, hardware and/or devices installed at your Facility (e.g. lighting, SmartAccess gates, etc.) in serviceable operating condition for a period of at least five (5) years from the date of completion.

Grant Funding Awards

Facility improvement projects selected by USTA through this Application for the USTA Parks Lighting Pilot Program will be eligible to receive:

- A disbursement of grant funding to be applied toward your proposed court lighting installation project, in an amount to be determined by USTA based upon the project specifications and cost estimates provided through this Application process.
- USTA will provide all hardware required for installation of a SmartAccess gate system customized to the specifications of your project for a mutually agreed number of court access points. The SmartAccess gate system will include a keypad lock mechanism for each approved access point to your Facility's tennis courts to manage court usage and authorized access, track court utilization and create potential revenue opportunities for your Facility courts.
 - o The SmartAccess gate system will require online booking of court reservations through a designated booking software, web platform and/or mobile device that can be access through a player's creation or usage of a USTA account. For more information, please see <https://playtennis.usta.com/smartaccess>
- The SmartAccess gate system requires a subscription service to the SmartAccess online management system for operational functionality.
 - o USTA will cover the costs for at least one (1) year of subscription access to the SmartAccess gate system. The duration of your USTA-funded access to the SmartAccess software will determined and acknowledged by USTA in your grant award letter. Agency will be required to purchase the necessary software subscription for all future years of usage.
 - o Facility is expected to ensure that all other access points to the Facility's courts are properly restricted (subject to compliance with any applicable laws or regulations and safety considerations for emergency ingress/egress, ADA compliance, etc.) to ensure proper controls over court access through the SmartAccess system.

- USTA will provide a Marketing toolkit to generate awareness and demand for tennis play opportunities at your Facility.
- USTA may provide additional funding support for other mutually agreeable elements or features requested for your construction project under the Parks Lighting Pilot Program . Such features may include funding for court number signage to support SmartAccess use by your players, additional push bar “panic exit” hardware and installation as needed for safety or code compliance at your Facility, or other features as may be discussed and agreed to by USTA in its sole discretion. Any additional USTA-funded components for your project will be outlined in your grant award letter issued by USTA (if applicable).

Use this page as a Resource and Guide when completing the Application	
A. Facility Information. 1. Facility Name – please give the entire name (i.e., City of Smashville: John Racquet Memorial Park Tennis Complex). 2. Facility Address - please give the physical location of the courts. 3. Facility E-mail/website – The webpage can be facility specific or a city/gov. web page that gives information on tennis court hours/times, costs and program information. 4. Number of Courts at Facility – please indicate the total # 78’, 60’ & 36’ currently at the facility. 5. Type of Surface – please give the number of courts with each type of surface specified. Information is easily determined by court surface contractors. 6. Please confirm which level of funding you are seeking.	B. Agency / Applicant information. 1. Organization Name – agency that owns the existing tennis facility. 2. Applicant Name – if different than the Owner of the tennis facility. Applicant shall have authority from the Owner to bind the Organization to the terms and conditions of this Application. Collectively referred to in this Application as “Applicant”. 3. Contact person – person who may be contacted during the Grant application review process to answer questions on the request. 4. Address - complete mailing address of Applicant. 5. E-mail address of contact person. 6. Phone numbers for contact person, with descriptor (i.e. cell, work, recreation center) and extension(s). C. Information about Improvements. 1. A. Describe improvements – This must be a written description and should identify improvements completed to date and those improvements for which the applicant wishes funding assistance.

	1. B. Detailed timeline from conception to completion. Include information on any other pending outside funding or award notifications or grants. 2. Detailed sketch or construction drawings of Facility.
Use this page as a resource when completing the application	
D. Funding Information. 1. Grant amount requesting – the amount should be based on any existing pricing quotes or contracted rates for the proposed project. 2. Total estimated cost: This total should reflect only facility upgrades authorized. The cost of the project cannot include construction work already completed. 3. Total amount of committed funds available – please indicate the amount of money that is currently committed to the project. The FUNDS column must include committed funds currently available – attach proof of committed funds (i.e. award letters of other grants, letter of committed funds from Park and Recreation Director, or minutes of a budget meeting). The EXPENSES column should give the costs of professional fees, material costs, and administrative fees specifically. Do not include costs for construction already completed. 4. A W9 will be required if awarded funds. Applicants may upload a W9 at the time of application submission.	E. Facility's Potential. 1. Facility media or marketing plan to attract players/publicize success. 2. Provide details on current and planned programming for the tennis facility to include lessons, tournaments, league play and cooperative efforts with schools and other tennis organizations, including USTA Sections. Please include participant numbers, dates, times, and age groups within each current program that you offer. Provide copies of newsletters, brochures and other literature demonstrating programs and how tennis is promoted in the community. The Program Plan should outline existing tennis programming and the anticipated tennis programming post renovation. 3. As part of Application, Facility shall affirm its 5 Year Maintenance Commitment and ongoing commitment to work with its USTA Section liaison on potential programming and organized play opportunities at the Facility, which demonstrate the ability of the Owner to maintain the facility and to actively promote programs for a minimum 5-year period. F. Terms & Conditions. 1. If the Facility Owner and Applicant are two separate organizations, both must sign and date the certification.

5. Attach proof of committed funds (i.e. award letters of other grants, letter of committed funds from Park and Recreation Director, or minutes of a budget meeting, bank account statements, etc.). 6. Bids and prices should be dated within 3 months of application submission date.	
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APPLICATION

A. Facility Information:

1. Facility Name (include TPA #):
Payson Park

2. Facility Address (street, city, state, and zip):
Baxter Blvd, Portland, ME 04103

3. Facility Email Address and/or Website*:
parks@portlandmaine.gov; https://www.portlandmaine.gov/1255/5654/Payson-Park

4. Number of Courts: Existing #: 78' 4 60' 36'
Completion #: 78' 4 60' 36'

5. Surface Type: Hard: X Clay:
If hard courts, please indicate: Asphalt: X Concrete:
Other:

6. USTA Organizational Membership # : 201006225

*By providing your email address, you authorize the USTA and any Official Sponsors to contact you via electronic mail.

B. Agency / Applicant Information:

1 Organization Name: City of Portland Parks, Recreation & Facilities

2 Applicant Name: Alex Marshall

3 Contact Person: Alex Marshall

4 Address: 212 Canco Rd, Suite A, Portland, ME 04103

5 Email Address: amarshall@portlandmaine.gov

6 Phone Numbers*: Primary: 207-808-5400 Alternate:

*By providing your email address and phone number, you authorize the USTA and any Official Sponsors to contact you via electronic mail and/or phone.

C. Information About Improvements: (Label all attachments with facility name and TPA #)

- 1. All Applicants must submit the following:
 - a. Description of planned improvements; and
 - b. A detailed timeline
- 2. In addition to the above, Applicants must also submit:
 - a. a detailed sketch or construction drawings of the proposed project. The sketch must include dimensions from the playing lines to fixed obstructions (i.e. fencing, light poles, walls, columns, back drops, curtains, etc.). Access for wheel chair tennis players should be clearly marked on the detailed sketch.
 - b. the contractor’s latest proposal for the project; and
 - c. construction drawings and specifications of the proposed project.
- 3. Plans must provide sufficient dimensional information to ascertain adequacy of court(s) size and placement on the property. Please refer to the “Typical Construction Document Contents” information distributed with the application.

D. Funding Information:

	By checking this box, I verify that completion of this Application does not guarantee funding	☒
1.	Grant amount requesting:	\$174,687 or full cost of project
2.	Total estimated cost of project:	\$ 174,687
3.	Total amount of committed funds available now:	\$
4.	Please complete the below (a) Funds and (b) expenses breakdowns, noting back-up documents must be provided to support the identified Funds and Expenses breakdown:	

• Funds Breakdown

Funds	Amount
USTA Section office	
USTA District office	
Park and Recreation	
Government Grants	
Foundations	
Corporations	
Fundraising Efforts	
Local Sponsors	
Others (specify)	
USTA National	\$174,687 or full cost of project

Total Funds	\$ 174,687 or full cost of project

Note: Letters of commitment from all funding sources identified above must be submitted with this Application.

• Expenses Breakdown

Expenses	Amount
Professional Fees	
Construction Costs	\$151,478
Other Costs (specify)	
Smart Access gate	\$20,000
Smart Access subscription	\$3,000
Court numbers	\$200
Total Expenses	\$ 174,687

Note: Please submit with this Application all professional estimates, bids, and/or actual costs. Estimates, bids and/or actual costs must match Expense amounts presented above and reflect the improvements identified in the description of planned improvements provided in item C1 above.

Bids and prices should be dated within 3 months of application submission date.

Please Note: If your project needs to go out to bid you must go out to bid and submit your bid tabulation. The USTA will not make a funding decision until the bid tabulation is submitted. Should you need clarification as to the documentation required and/or this process, please contact your Project Consultant.

If the Total Expenses exceeds the Total Funds, please explain in detail and with back-up documentation (if available) how the difference will be covered:

Facility’s Potential:

1. Media/Marketing Plan: Briefly describe how a USTA grant would grow and/or enhance the game of tennis in the community (i.e. increased number of players and programs). Describe how the community/tennis facility will commit to publicizing the Grant, the participants, the local donors, and post renovation programs.
2. Provide a detailed tennis programming plan identifying the current tennis programs provided at the facility, and plans for future tennis programming after proposed improvements are completed.

- a. Please include participant numbers, dates, times, and age groups within each current program that you offer.
- b. A USTA employee or volunteer may be following up in the future with a progress check on your programs.

Priority for funding may be given to facilities that can and will use 36' & 60' courts and/or blended lines.

E. Terms and Conditions:

1. By signing this Application, Applicant affirms that the information provided and submitted in connection with this Application is true and correct. If Applicant discovers any ambiguity, conflict, discrepancy, omission, or other error in this Application after submission, Applicant shall immediately notify the USTA Industry & Sales Department (via Cy Dofitas, cy.dofitas@usta.com) in writing of such error and request clarification or modification to the document. Verbal notification will not be permitted.
2. No relationship is formed between the Applicant and USTA, express or implied, by virtue of Applicant's submission or the USTA's receipt or acceptance of this Application, nor is any relationship formed between the parties, express or implied, by virtue of USTA's reply to this Application. This Application is not an offer or commitment by USTA and is not capable of being accepted to form a binding agreement.
3. By submitting this Application, Applicant affirms and understands that the review and approval of any Grant offered by USTA in response thereto represents an award of funding to be used by Applicant for the purposes designated thereby. Applicant acknowledges and agrees that the issuance of any Grant and the guidance it may receive from the USTA are provided as part of this Application, and that the USTA is making recommendations only as to facility design, construction, and improvements. Applicant shall have the ultimate responsibility to apply such Grant funding toward the approved facility design, construction and or improvements, including all implementation decisions, design, construction, oversight, and completion of any improvements to its Facility. Applicant agrees to hold the USTA and all of its assignees, directors, officers, agents, employees, volunteers, and assigns harmless for any damages arising therefrom and agree to defend the USTA from any and all claims or suits arising therefrom.
4. By signing this Application, Applicant affirms, verifies, and agrees to the following:
 - The Facility shall disclose or provide information regarding all usage fees prior to Grant assistance;
 - The Facility shall utilize its best efforts to comply with all applicable American with Disabilities Act (A.D.A.) requirements and remain open to the public;
 - The Facility shall provide a safe, properly constructed and functional facility, including other amenities (i.e. shade areas, water fountains, backboards, lighting, etc.) to make the game of tennis more enjoyable and to encourage the growth of tennis;

- The Facility will provide photos and documentation of publicity of opening after renovations, and are subject to the terms herein;
 - The Facility will be constructed as documented in the Application and approved by the USTA's Industry & Sales Team;
 - The Facility agrees to develop new tennis players by providing clinics, beginner or retention programs and agrees to work with its applicable USTA Section liaison in good faith to discuss new programming and play opportunities at the Facility. These current and proposed programs and efforts should be identified in detail within the Application;
 - Incomplete Applications will result in the Application being returned without consideration for funding;
 - Applicant understands that if this Application is successfully funded the amount awarded will be distributed exclusively on a draw basis as accountability forms are submitted to and approved by the USTA, unless alternative payment plans are agreed to in writing by USTA in its sole discretion.
 - Changes to the project scope of work after a funding award is announced must be reviewed by and approved by the USTA. Any changes can affect the total amount of the funding award, at the USTA's sole discretion.
5. By signing this Application, Applicant affirms, verifies, and commits its Facility and other entity or agent CTA (when appropriate), to maintain the Facility, including its court lighting infrastructure and SmartAccess lock mechanisms, and to actively promote programs at this Facility for a period of five (5) years from the completion date of the funded project.
6. Applicant for the Facility understands that the Grant funding through the USTA Parks Lighting Pilot Grant Application is intended to promote growth of the game of tennis, and that painting other sport lines on Facility's tennis courts impedes the intended purpose of this Program and may make this Facility ineligible to hold sanctioned USTA events, leagues and/or tournaments. Accordingly, Applicant for the Facility pledges it will not line its tennis court/s with playing lines for pickleball, volleyball, basketball or any sport other than tennis during this five (5) year commitment unless you receive USTA approval.
- In the event that Facility courts are already incorporate playing lines for sports other than tennis at the time of submission of this Application, Facility pledges to ensure the usage rate of Facility's courts are reserved exclusively for tennis play for no less than fifty percent (50%) of Facility's normal operating hours. This may be accomplished through actions such as (i) offering some courts that are not lined for any sport other than tennis and/or (ii) utilizing the SmartAccess reservation system or taking other actions to ensure that courts can only be reserved for tennis at certain times during normal operating hours.
7. The USTA make no representation or warranty, express or implied, as to the accuracy or completeness of any information provided to Applicant in response to this Application, USTA's decision to award any Grant to Applicant or any other information otherwise provided to Applicant by or on behalf of the USTA. The USTA shall have no liability relating to or arising from any such information or the use thereof. Applicants

are encouraged to conduct their own investigation and analysis of any and all information in response to any information or award of any Grant provided by or on behalf of USTA.

8. If any statements made or information provided by the Applicant in this Application or otherwise are found to be inaccurate or untrue, the USTA reserves the right to terminate any and all further discussions, engagements or consideration of any award of a Grant to Applicant and/or nullify any prior contract or agreement, if any, and further reserves to right to enforce all representations and guarantees promised by the Application herein without further USTA obligations.
9. The USTA is not bound by any obligation of confidentiality or non-disclosure with respect to proposals and/or other materials and information submitted by Applicant in connection with the Application (regardless of whether any such proposals, materials and information are marked as confidential, proprietary, trade secret, or otherwise). By signing this Application, Applicant agrees that any photographs, brochures, or materials submitted in connection with this Application are considered the property of the USTA and will not be returned. Further, by submitting this Application, Applicant grants to the USTA and its assignees the right to use Facility's name, history, description, photographs, rendering, or any other materials submitted in connection with this Application for any and all promotional purposes. In addition, Applicant and Facility hereby grants to the USTA (and grants to the USTA the right to grant to others), as well as their successors and assigns, in perpetuity, the right (but not the obligation) to film, tape, photograph, record, exhibit, edit, alter, copy, reproduce, license, sell, rent, disclose, display, publish, distribute, broadcast, webcast, prepare derivative works from or otherwise preserve, use and/or exploit in any format and/or manner now known or hereafter developed, whether commercial or non-commercial in nature. Applicant and Facility shall not be entitled to receive any compensation whatsoever in connection with the USTA's exercise of its use and materials rights.
10. By signing this Application, and in consideration for being provided the Grant, the Owner, Applicant, and Facility hereby releases, waives, discharges and covenants not to sue the USTA and all of its assigns, directors, officers, agents, volunteers and employees, from any and all liability to the undersigned, his/her personal representatives, assigns, heirs and next of kin for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned arising out of or related to the event as connected with this Application. Further, Owner, Applicant, and Facility hereby agrees to indemnify, defend, save, and hold harmless the USTA from any loss, liability, damage, or cost they may incur arising out of the related events in connection with this Application and any funding provided, whether caused by the negligence of the USTA or otherwise. **This provision shall not be deemed a waiver of the defenses, immunities and limitation of liability available to the Owner under the Maine Tort Claims Act, 14 M.R.S.A. Sec. 8101 et seq. or other applicable law.**
11. Applicant shall not publish or use any advertising, sales or promotional materials or issue any press releases, or publicity materials, wherein the names or trademarks including logos of the USTA are used without prior written approval of USTA. In addition, Applicant shall not publish or use any advertising, sales or promotional materials or issue any press releases, or publicity materials, or employee solicitations

Updated 07.16.2024
Page 11

that employ language from which someone could make, infer or imply a connection between Applicant and USTA, without the prior written approval of USTA.

12. Applicant understands and confirms that, to the extent Applicant will offer programming through its employees and/or third-persons contracted for services and volunteer opportunities who will have regular contact or authority over minor athletes are in, Applicant shall maintain, compliance with the requirements of the USTA Safe Play Program, as provided for at www.usta.com/safeplay. Applicant further acknowledges and understands that it is also subject to the USTA Safe Play Policy and that any violation will be handled to the fullest extent of the law and pursuant to the U.S. Center for SafeSport Code.

Please remember that any violations (or a suspicion of a violation) of the USTA Safe Play Policy or the Proactive Policies must be reported to the USTA immediately. These reports and any other suspicions you believe the USTA should be made aware of can be made by visiting www.usta.com/safeplay/report or emailing safeplay@usta.com. Any suspicions of child abuse or child sexual abuse must be reported immediately to the local authorities and to the U.S. Center for SafeSport by visiting www.uscenterforsafesport.org.

[] I, as an authorized representative of the Applicant, declare and confirm affirm that the organization is currently in or will be, and will remain in, compliance with the USTA Safe Play Program and Policy(s)

APPLICANT HAS COMPLETED THIS APPLICATION, CONFIRMS, AND VERIFIES THAT APPLICANT HAS READ, UNDERSTANDS, AND AGREES TO ALL THE TERMS AND CONDITIONS HEREIN.

APPLICANT:

FACILITY OWNER or AUTHORIZED
FACILITY REPRESENTATIVE

Signature:

DocuSigned by:

Danielle West

A4546612E752416...

Applicant Name: Danielle west

Signature:

DocuSigned by:

Danielle West

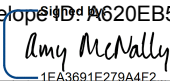
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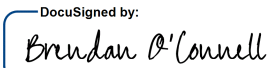
Name: Danielle west

I affirm I have the authority to agree and bind the Owner and Facility to the Terms and Conditions herein ☐

Date: 10/25/2024

Date: 10/25/2024


1EA3691E279A4F2
Approved by Corporation Counsel

DocuSigned by:

C62FB6EC92754E7
Approved by the Finance Director

MEMORANDUM
City Council Agenda Item

FROM: Mary Davis, Division Director

DATE: July 23, 2025

SUBJECT: Order 34-25/26 Appropriating \$2,448,173 in HOME American Rescue Plan Funding
- 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 HEDC met on July 15, 2025, and voted 3-1 (Sykes) to recommend this item for 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 8/11/2025

Final

Action 9/3/2025

Can action be taken at a later date: Yes Action is needed no later than September 15th. The Cumberland County Commissioners will be taking a final vote on these recommendations at their meeting on September 15th.

Does this item involve a new contract with the City: Program funding agreements will be signed with each applicant; all funding agreements are approved by Corporation Counsel prior to signing.

PRESENTATION: Mary Davis will be available for questions.

I. SUMMARY

Review and Recommendation of approval of the appropriation of HOME-ARP funding.

II. AGENDA DESCRIPTION

The American Rescue Plan (ARP) appropriated funds for the U.S. Department of Housing and Urban Development (HUD) to distribute under the HOME Investment Partnership Program (HOME). The Cumberland County HOME Consortium (CCHC), a partnership between the City of Portland and Cumberland County, received a \$3,599,560.00 allocation from the HOME-ARP program. The HOME-ARP program is intended to provide affordable rental housing, tenant based rental assistance, supportive housing services, and non-congregate shelter development, and other resources to HOME-ARP Qualifying Populations (QPs) which includes folks experiencing homelessness and other vulnerable populations. The City of Portland and Cumberland County's HOME-ARP Allocation Plan was approved by Order 154-22/23 and by HUD on May 1, 2023, and the Substantial Amendment to this Allocation Plan was approved by Order 179-23/24 and by HUD on September 4, 2024.

The Housing & Economic Development Committee met on July 15, 2025 and voted (3-1 Sykes), to make the following funding recommendations for approval by the City Council (see Background section of staff memo for more information on each application):

- Development of Affordable Rental Housing (\$1,429,000): Youth and Family Outreach \$950,000 and Greater Portland Family Promise \$479,000
- Supportive Services (\$1,019,173): Commonsplace \$471,454.45, Milestone \$197,000 and Preble Street \$350,718.55

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

III. BACKGROUND

Development of Affordable Housing

1. **Youth and Family Outreach (YFO)**– Recommendation to award \$950,000.00 to construct an expanded childcare facility and 60 new affordable rental units in Portland, including 10 units designated for HOME-ARP Qualifying Populations.

"YFO currently serves families with housing instability and is proposing a development that addresses both the high demand for quality childcare services and affordable housing. YFO currently operates a childcare facility which serves approximately 50 children. The site is located in downtown Portland with access to a variety of services and amenities. As an existing childcare facility, YFO has over 300 children on its waiting list with 95% of their families living in Portland and, at any given time, roughly 18% experiencing homelessness. The expansion of the childcare facility would allow YFO to serve approximately 50 additional children.

There will be 4 efficiency units, 24 one-bedroom units, 22 two-bedroom units, and 10 three-bedroom units. MaineHousing will provide 10 project-based vouchers for 10 units that will be pledged for use by QPs. There will be a community room, office, indoor bike storage, trash room, laundry room, fitness room, and broadband infrastructure with the capacity to support the provision of Telemonitoring and/or Telehealth services. On the second floor of the building there will be a separate condominium unit where YFO intends to expand its childcare space to be able to serve 50 additional children for a total of about 110 children."

New construction is anticipated to begin in fall 2025 and is expected to take 17 months, with completion in early 2027. Lease-up is intended to begin in early 2027.

This project was awarded \$1,080,000 in funding from the Jill C. Duson Housing Trust Fund during the 2024 application cycle. The request for HOME-ARP funding is the result of the loss of anticipated AHP funding from the Federal Home Loan Bank that was not awarded and construction price increases.

2. **Greater Portland Family Promise (GFPF)**– Recommendation to award \$479,000.00 to rehabilitate a two-family dwelling in Portland to serve as transitional housing for 4 families meeting HOME-ARP eligibility. This initiative is designed to provide temporary, stable housing for families experiencing homelessness or at risk of homelessness, offering them a safe, supportive environment while they work toward securing permanent housing.

"This new Family Promise Transitional Housing Program will provide families experiencing homelessness or at risk of homelessness with temporary residence for up to 18 months while they receive assistance in securing long-term housing. Each family will have a private, locked room, while kitchen, bathroom, laundry, and community spaces will be shared. Family Promise will also offer on-site supportive services, including housing navigation and case management, to help families transition into permanent housing successfully. As part of this initiative, GFPF will provide supportive services in the form of housing navigation services to help families secure permanent housing, housing stabilization case management to ensure long-term housing success, and basic needs assistance, including food, diapers and toiletries. Services will also include referrals for education, childcare, and employment."

Total HOME-ARP Development of Affordable Housing Allocation: \$2,041,266.00

Total Requested: \$1,429,000 .00

Remaining in Allocation: \$612,266.00

Supportive Services

1. **Commonspace** – Recommendation to award \$471,454.45 for its Torchlight program, providing peer support, recovery coaching, and residential services across 4 Portland and Cumberland County properties consisting of: a 38-unit permanent supportive housing program for women, a 6-unit housing program for women, a 6-bed housing program for men, and a 6-unit program for women.

“Torchlight aims to support individuals through their first experience of housing and their early challenges related to substance use and older patterns of behavior that jeopardize their housing status. Unhoused individuals are provided an apartment with a flexible lease, which allows them to exit to any identified housing option when they have stabilized to the point of readiness for an environment of relatively higher behavioral accountability.”

2. **Milestone** – Recommendation to award \$197,000.00 to sustain 3 key programs serving all HOME-ARP Qualifying Populations: the HOME Team, HOPE Program, and Housing Navigator Program.

“The HOME Team makes nearly 14,000 outreach contacts a year, providing harm-reduction supplies, crisis de-escalation, and more than 1,600 medical or treatment transports.

The HOPE Program extends to encampments, completing Coordinated-Entry assessments, securing documentation, and moving high-barrier campers—40 in FY 2024—into permanent units; 52 lease-ups were achieved in 2024. For clients who need immediate shelter, our 36-bed emergency facility stabilized 689 people (average stay 18 days), while our medical detox admitted 720 individuals, initiating MAT and clearing a major health barrier for those at greatest risk of housing instability.

Once people are ready to exit crisis settings, a statewide Housing Navigator recruits landlords, negotiates leases, and provides tenancy coaching—ninety-six lease-ups last year with 90% still housed at 12 months—coordinating closely with HUD-VASH and SSVF teams for veteran households. Residential treatment and after-care services then offer relapse-prevention groups, peer support, and job readiness to sustain recovery.”

3. **Preble Street** – Recommendation to award \$350,718.55 for case management, client assistance, and other support services for QPs through Site-based Housing First and Rapid Rehousing programs.

“Through caseworkers at our Logan Place and Huston Commons Housing First communities, both located in Portland, we estimate serving 14 unduplicated tenants/households annually – all chronically homeless adults. The primary outcome is sustaining stable tenancy in permanent housing of 80 percent of clients served. Through our Rapid Re-Housing Program, we estimate serving 40 unduplicated households per year throughout Cumberland County. Anticipated outcomes for clients include obtaining and/or retaining permanent housing within 90 days; increased or maintained household income for 80 percent of clients; and prevention of return to homelessness for 80 percent of clients. Additionally, the program aims to divert a minimum of 50 percent of households engaged in Housing Problem-solving services.

For both programs, clients may also achieve other positive outcomes, including connections to community resources including medical care, mental health treatment, and substance-use treatment, medical insurance such as Medicaid, benefits such as SSI or SSDI and SNAP.”

Total HOME-ARP Supportive Services Allocation: \$1,019,173.00

Total Requested: \$1,019,173.00

Total Remaining: \$0.00

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

City Council Goal 2: Housing Affordability; Work to implement solutions to the housing crisis, including building more working-class housing, improved support for the unhoused community.

V. FINANCIAL IMPACT

N/A

VI. STAFF ANALYSIS AND BACKGROUND

The HOME-ARP funding was awarded by the US Department of Housing and Urban Development to the Cumberland County HOME Consortium. The City of Portland is the lead entity for the consortium and is responsible for the administration of the programs and funding. Approval of the use of these funds is required by the City Council and the Cumberland County Commissioners. Cumberland County Community Development staff indicate that the Commissioners will review and act on the recommendations at their meetings scheduled for August 18th and September 15th.

VII. RECOMMENDATION

Staff recommends City Council approval of the HOME- ARP funding allocations.

VIII. LIST ATTACHMENTS

1. Order - Approving the Appropriation of \$2,448,173 in HOME-ARP Funding
2. YFO Application Information
3. GPFP Application Information
4. Commonsplace Application Information
5. Milestone Application Information
6. Preble Street-Application Information
7. Order 154-22-23 (PDF)
8. Order 179-23-24 (PDF)
9. R01 M21DP230200-HOME-ARP-Portland signed

Prepared by:

Mary Davis, Division Director

Date: 07/23/2025

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 APPROPRIATING \$2,448,173 IN HOME
AMERICAN RESCUE PLAN FUNDING**

ORDERED, that the sum of \$2,448,173 of HOME American Rescue Plan (HOME-ARP) funding is hereby appropriated to fund the following projects:

- \$1,429,000 to support the development of affordable rental housing by Youth and Family Outreach (\$950,000) and Greater Portland Family Promise (\$479,000)
- \$1,019,173 to fund supportive services provided by Commonspace (\$471,454.45), Milestone (\$197,000) and Preble Street (\$350,178.55; and

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

YOUTH AND FAMILY OUTREACH

a. Project Description

i. Location: 331-337 Cumberland Avenue, Portland, Maine
CBL: 033-K-005, 006, 007, 009, & 010

ii. Development strategy and how it fits into the neighborhood: YFO Resource Hub is critically important to Portland and Maine, addressing both a high demand for quality childcare and the state's severe affordable housing crisis. This initiative not only meets an urgent housing need but also strengthens the broader community by fostering stability and well-being among all ages. YFO Resource Hub is a proposed new construction of an expanded childcare facility and sixty new units of affordable rental housing located on approximately 19,592 SF at 331-337 Cumberland Avenue in Portland. Youth and Family Outreach (YFO) current operates a childcare facility on site which serves approximately 50 children. The site is well located in downtown Portland with access to a variety of services and amenities. YFO currently serves some families with housing instability and is proposing a development that addresses both the high demand for quality childcare services and affordable housing. As an existing childcare facility, YFO currently has over 300 children on its waiting list. 95% of their families live in Portland and, at any given time, roughly 18% are unhoused. The expansion of the childcare facility would allow YFO to serve approximately 50 additional children.

iii. Number and types of units included in the project, including income eligibility, anticipated monthly rent for each type/size of unit based on current market conditions and HOME rent limits. Include rates for both subsidized and non-subsidized units, if applicable. Indicate if rents include utilities and indicate expected monthly utility expenses if not included in the rent.

There will be four efficiency units that are approximately 378 SF, twenty-four one-bedroom units that range from approximately 534 to 700 SF, twenty-two two-bedroom units that range from 670 to 931 SF, and ten three-bedroom units that range from approximately 893 to 980 SF. Forty-eight units will be rented to households earning 60% AMI or less ("LIHTC Units") and twelve units will be rented to households earning 100% AMI or less ("Market Units"). Market units will include four one-bedroom units and eight two-bedroom units. LIHTC Units will include four efficiency units, twenty one-bedroom units, fourteen two-bedroom units, and ten three-bedroom units. At least 60% of the LIHTC Units will be rented to households earning 50% AMI or less and the remaining LIHTC Units will be rented to households earning 60% AMI or less. MaineHousing will be providing ten project-based vouchers (20% of LIHTC units) for ten units that will be pledged for use by populations with special needs (homeless or domestic violence survivors). Thirteen units will be accessible (seven are required and we are pledging an additional six units) as shown on the floor plans and the other forty-seven units will be adaptable. Please see Attachment E for rents and utility allowances by unit type. Utility allowances are paid by tenant and include electricity for cooking and lighting.

iv. Details regarding building types (number of bedrooms/units, square footage, any special amenities, ownership structure): There will be a community room, office, indoor bike storage, trash room, laundry room, fitness room, and broadband infrastructure with capacity to

support the provision of Telemonitoring and/or Telehealth services. The cost of solar panels is currently included in the soft cost budget and at the very least there will be conduits from the electrical panel to terminal units at the roof for future installation of PV solar panels, with an electrical panel that is adequately sized. No parking will be provided on site.

On the second floor of the building there will be a separate condominium unit where Youth and Family Outreach intends to expand its childcare space to be able to serve 50 additional children for a total of about 110 children. A playspace is included on site and would be accessible to residents of the building when the childcare space is not in operation.

v. Details regarding the use of building materials, utility types: This development is required to comply with the Build America Buy America Act and will be sourcing materials made in the United States, to the extent they are available. Siding materials include painted brick on the lower level and Nichiha fiber cement on the upper levels. Utilities will be electric with the exception of natural gas for hot water as this is the most cost-efficient system for both capital and operating costs.

vi. This project does not include rehabilitation of an existing structure.

b. Target Market

i. Describe the Qualified Population that will occupy the units after development work is complete. Please include information on the Qualified Population by income levels, household sizes, and any special needs (elderly, physically or mentally disabled, homeless etc.). Points will be awarded based on the extent to which the proposal meets CCHC's HOME-ARP targeting priorities and preferences noted above.

Of the 48 LIHTC Units, fourteen (14) will be designated as HOME-ARP assisted units. Of these fourteen HOME-ARP units, ten (10) will be reserved for households who meet the "QP1: Homeless" definition of individual or family who lacks a fixed regular and adequate nighttime residence, or the "QP2: At Risk of Homelessness" as defined at 24 CFR 91.5, or the "QP3: Fleeing/Attempting to Flee Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking" as defined by threat of imminent or potential harm, past harm or safety concerns connected to a domicile.

For these ten units, rent will not exceed 30% of the household's adjusted income, ensuring affordability for extremely low-income QP residents. The remaining four HOME-ARP assisted units will be restricted for occupancy by low-income households at or below the LIHTC maximum of 60% AMI.

Overlapping the HOME-ARP commitments, YFO has also set aside 20% of LIHTC Units (10 units total) for households experiencing homelessness or domestic violence survivors. A separate waiting list will be maintained for these QP populations and all of the set-aside units will be open to QP populations, ensuring access to stable housing for those most at risk. Additionally, qualified service providers will offer voluntary supportive services to residents in these units, helping to ensure long-term housing stability.

c. List Justification for Subsidy Request

i. Justify the level of funding requested by describing the relationship between the cost of the project and the required revenue needed to support project feasibility. Include requirements of other funding sources and all costs to be charged to the project (i.e. relocation, infrastructure costs, etc.). The Development Pro Forma and Operating Pro Forma should support the size of the request and funding requests from other sources. Any project contingencies should also be included.

YFO is requesting \$950,000 in HOME-ARP funding in the form of 30-year 0% debt to close a critical funding gap and ensure financial feasibility. In 2024, YFO applied for \$850,000 from the Federal Home Loan Bank of Boston Affordable Housing Program but because YFO already owns the property it cannot receive the five points for donated land as it is not an arm's length transaction. These five points are critical to the success of this highly competitive application where winning developments received scores that were at least 1.16 points higher.

The total project cost is estimated at \$31,022,958, including \$27,211,165 for the housing portion of the building. YFO selected Penobscot General Contractors (PGC) as the Construction Manager and PGC provided a construction cost estimate based on the 50% set of drawings of \$20,209,207 for the housing portion of the building, including a 2.75% construction management fee. An additional 5% construction contingency of \$1,010,460 brings the total construction cost to \$21,219,667 for the housing portion. Additional housing development costs will include \$1,774,985 in soft costs (including a \$60,000 soft cost contingency), \$1,353,000 in financing fees, \$2,000,000 in developer fees, and \$863,513 in project reserves. The project's total development cost remains within MaineHousing's Total Development Cost (TDC) cap for new construction under the 2025-2026 Qualified Allocation Plan, demonstrating that the estimated costs are reasonable.

The project is leveraging multiple funding sources, including an anticipated \$1,080,000 in City of Portland Housing Trust Funds, \$300,000 in 45L credits, \$104,500 in solar tax credits, \$9,027,429 in 4% LIHTC equity, \$2,712,598 in State Affordable Housing Credit equity, \$1,000,000 in MaineHousing 30-year 0% deferred debt, and \$10,786,553 in MaineHousing 30-year 5.5% interest-only debt. Despite fully utilizing these resources, the project still faces a \$950,000 funding gap, requiring HOME-ARP assistance to move forward. This request equates to \$67,857 per HOME-ARP assisted unit.

The operating pro forma projects \$1,188,316 in annual effective gross income and \$514,433 in annual expenses plus reserves. Debt service payments are estimated at \$593,260 per year, with a debt service coverage ratio (DSCR) of 1.15 in the first full year of operations, maintaining financial stability. The project benefits from a 75% affordable housing TIF from the City of Portland and 10 project-based vouchers from MaineHousing, further ensuring long-term operational sustainability. Additionally, rooftop solar panels will help offset electricity costs, reducing utility burdens.

ii. Describe what other assistance is needed or would be beneficial in order to meet project financing costs and minimize total development costs.

HOME-ARP funding is necessary to close the funding gap as all of the project's other funding sources have been maximized. Furthermore, because rents are capped to serve low-income households, the ability to support additional debt is limited. The combination of TIF revenue, City Housing Trust Funds, 45L credits, solar tax credits, State and Federal affordable housing tax credits, project-based vouchers, and solar energy savings has already optimized the project's net operating income (NOI) to support existing debt obligations.

d. Development Plan/Integration of Support Services to HOME ARP funded development/units

i. Describe the plan for property management, including a maintenance plan and measures that will be taken to ensure renters will have long-term housing stability.

The property management team will implement a comprehensive plan to ensure the long-term quality of the HOME-ARP units, including regular property inspections and adherence to HUD's NSPIRE standards. Preventative and emergency maintenance procedures will be in place to maintain safe and habitable conditions for all tenants. The development will be subject to an Extended Use Agreement with MaineHousing, which will be executed at construction loan closing and a copy recorded at the registry of deeds. The Extended Use Agreement will restrict occupancy of the LIHTC units to households with income not exceeding 60% of AMI and the length of the affordability period will be 45 years.

ii. Describe the plan for property management, including a maintenance plan and measures that will be taken to ensure renters will have long-term housing stability.

HOME-ARP units will be marketed to the general public, as well as agencies that serve Qualifying Populations (QPs), ensuring broad outreach and equitable access. The project will accept referrals from multiple sources, including Coordinated Entry and Through These Doors (Cumberland County's domestic violence resource center), and will maintain a referral list open to all QPs.

A waiting list will be maintained, including applicant information such as name, address, email, phone number, family composition, and preference claims. QP1, QP2, and QP3 applicants will receive priority placement before any other applicants who do not qualify for that preference, based on the date and time of application submission. Applicants not claiming a preference will be selected for tenancy based solely on the order of completed applications received. When an applicant nears the top of the waiting list, eligibility will be verified, including QP status for designated units or household income for low-income units.

The project will maintain a Tenant Selection Plan, outlining policies for soliciting applications from all QPs and ensuring a fair and transparent selection process. Potential tenants' QP status and annual household income will be verified at initial occupancy and recertified annually.

iii. Describe how support services for the tenants will be provided. Describe the type of services, relationship with partners providing services. If applying for funding under the Supportive Services category, please review and respond to the questions in the HOME-ARP Application: Supportive Services section.

To support the long-term housing stability of HOME-ARP renters, services will be provided by Catholic Charities, a provider of support services for individuals entering housing out of homelessness, and Through These Doors, Cumberland County's only regional domestic violence resource center. Letters of support from Catholic Charities and Through These Doors, which include descriptions of the support services they can offer, are included in Attachment F. By integrating these services, the project will foster long-term housing stability for tenants while maintaining compliance with HOME-ARP regulations.

iv. Describe previous experience or involvement in the development of other housing occupied or owned by the same target market to be assisted through this housing project. Include resumes of key development team members or other supporting documents to demonstrate capacity.

YFO has hired Developers Collaborative (DC) as its development consultant. DC is a recognized leader in affordable housing development in Maine, with extensive experience creating housing for all ages, low-income households, and individuals experiencing homelessness. DC's successful projects, such as 155 Danforth in Portland, demonstrate its ability to develop high-quality, community-oriented housing with supportive services. DC has a proven track record of successfully financing, constructing, and managing LIHTC developments. Resumes and a full project list are included in the Project Team Capacity section of this application to further illustrate our expertise in serving the target populations for this project.

e. Current Status/Project Readiness

i. Describe where in the development process the project stands at the time of the proposal submission. Include a projection of future significant dates, any and all anticipated barriers to overcome and expected completion date. If other funding sources are already secured for this project, please provide proof of funding.

YFO Resource Hub is well advanced in the development process, having secured local approvals and an allocation of financing from MaineHousing. Prior to the new construction development, YFO will be demolishing the existing buildings, including abatement of hazardous materials and removal of contaminated soil to prepare the site for development. St. Germain is currently preparing the documents required for environmental remediation, which will also be used as part of HUD's Environmental Review process. YFO has received an allocation of \$250,000 in CDBG funds for demolition, \$50,000 from the DEP for abatement, and \$250,000 from the Maine Department of Economic and Community Development, and has applied for \$400,000 from Greater Portland Council of Governments (GPCOG) as a Brownfields Grant, and \$300,000 from GPCOG as a Brownfields Loan. Once the HUD Environmental Review process is complete, demolition and remediation will commence.

New construction is anticipated to begin in fall 2025 and is expected to take 17 months, with completion in early 2027. Lease-up will begin in early 2027. Despite the strong progress, the most significant remaining barrier is the unresolved \$950,000 funding gap. Securing this funding is critical to keeping the project on schedule and ensuring the successful delivery of much-needed affordable housing and quality childcare in Portland.

ii. Project Readiness

1. Site Control

The project site is owned by YFO and a copy of the deeds are attached. YFO will contribute the site to YFO Resource Hub LP, the entity that will own the project. The LP is initially composed of a 99.00% member, Youth and Family Outreach, Inc., to be replaced by a 99.99% investor entity to be determined. The remaining membership interest will be owned and controlled by YFO GP Inc. YFO will own all shares of the GP.

2. Local Approvals

The project received Major Site Plan Approval from the Portland Planning Board on August 13, 2024, and the final Conditions of Approval and Findings of Fact were issued. This approval remains valid until August 13, 2025, and an extension request will be submitted prior to this expiration date. The 30-day appeal period expired on September 13, 2024, with no appeals filed. Additional local permits, such as building and street opening permits, will be obtained before construction.

3. Other Funding

The project was awarded 4% LIHTC, State Affordable Housing Credit, 0% deferred debt, and 5.5% interest-only debt from MaineHousing in the 2025 funding round. MaineHousing intends to issue a formal Notice to Proceed for the project after its loan committee meeting on June 18, 2025. Additionally, the project received a reservation of Jill C. Duson Housing Trust Funds in the amount of \$1,080,000 and the project site has been designated as an Affordable Housing TIF District (AHTIF) by the City of Portland, with MaineHousing's certificate of approval received.

4. Team Members (resumes included in Attachment I)

Owner: Youth and Family Outreach, Inc.

Development Consultant: Laura Reading, Developers Collaborative

Architect: Virginie Stanley, Invivid Architecture, and Studio MLA Architects

Civil Engineer: Stephen Bushey, Gorrill Palmer

Environmental Professional: St. Germain

Construction Manager: Penobscot General Contractors

Construction Lender: MaineHousing

Attorney: Maurice Selinger, Curtis Thaxter

Accountant: Greg Geisser, Otis Atwell

Asset Management: Syndicator TBD

Property Manager: Realty Resources, Inc.

Supportive Services: Catholic Charities and Through These Doors

5. Status of Design

The 90% design set is currently in progress by the selected architect and civil engineer, and the set is expected to be completed in early July, at which point PGC will confirm pricing with subcontractors. The 100% set is scheduled for completion in September, when PGC will again confirm pricing and provide a Guaranteed Maximum Price.

6. Relocation Needs

Youth and Family Outreach (YFO) will be temporarily relocating its programming while construction is underway. YFO has signed a lease with a property in South Portland that is currently a childcare facility. This program has made the decision to close, and YFO will take on their families and some of their teaching staff as they move into the facility. This building is already licensed by DHHS childcare licensing and approved by the fire marshal for this use, making relocation quite seamless. Relocation will happen at the beginning of July and YFO expects to be back in their new building in the spring of 2027.

f. Green Building/Elements of Sustainability/City of Portland Green Building Ordinance

i. New construction and rehabilitation proposals are expected to incorporate HUD NSPIRE. Any variation from these standards requires review and approval of CCHC, in its sole discretion. If the proposed project is not able to adhere to NSPIRE, the proposal must include justification and provide an alternate approach for confirming code compliant, healthy, energy efficient design choices.

YFO Resource Hub will comply with HUD NSPIRE, ensuring quality, safe, and functional housing. The development will integrate NSPIRE standards related to health, safety, and maintenance. If there are any necessary deviations from NSPIRE, they will be documented and justified, with alternative approaches provided to ensure compliance with building codes, energy efficiency standards, and long-term sustainability. However, no significant deviations from NSPIRE are anticipated at this time.

ii. Will the scope of improvements ensure that the structure and systems will have a useful life for at least the Period of Affordability or Restricted Use Period?

The project scope is designed to ensure that all major building systems and structural components will meet or exceed their expected useful life for at least the Period of Affordability or Restricted Use Period.

iii. If awarded funds, the contract term shall not exceed 36 months and all HOME-ARP funds must be expended by September 30, 2030. Describe the elements of your approach that will help to ensure the project will be completed within the proposed schedule and budget.

To meet the requirement that all HOME-ARP funds be expended by September 30, 2030, the project has a detailed and achievable development timeline:

- All other funding sources for the project have been allocated.
- Design work is anticipated through summer 2025, and construction may begin in fall 2025 pending environmental review and release and environmental remediation.
- Construction is anticipated to last 17 months, allowing ample time for expenditure of HOME-ARP funds well before the 2030 deadline.
- Budget discipline is reinforced through regular cost monitoring, a construction contingency of 5%, and secured financing commitments that minimize risk.

The project is supported by an experienced development team with a track record of delivering affordable housing projects on time and within budget, ensuring compliance with all funding and regulatory requirements.

iv. This development will comply with the City's Green Building Ordinance.

g. Community Engagement

i. A substantially documented outline of community engagement. This must include, but is not limited to, the neighborhood organizations representing the neighborhood where the project is to be located.

Securing local approvals for YFO Resource Hub included substantial community engagement, ensuring alignment with local priorities and addressing concerns from neighborhood stakeholders. Throughout the entire predevelopment process, the development team has actively engaged with City of Portland staff to ensure that the project aligned with the City's broader housing goals and land use requirements.

A neighborhood meeting was held on June 26, 2024 at 409 Cumberland Avenue and the Portland Planning Board reviewed the project in a public hearing, ultimately approving the Major Site Plan Application on August 13, 2024. Outreach efforts throughout the Planning Board process included notices sent to adjacent property owners regarding the Planning Board review and public comments were collected during the hearing. No appeals were filed within the required period. YFO has had additional conversations with direct abutters, including Reveler LLC and Preble Street, to make sure the shared alley adjacent to this development is managed properly.

3. Budget Information

a. Provide a full development budget with sources and uses.

A copy of the full development budget with sources and uses and all hard and soft costs is included in Attachment E. Developer fee will be consistent with MaineHousing limits and will not exceed 10% of acquisition plus 15% of development costs.

b. Provide a proforma describing how your project is feasible for operation throughout the Period of Affordability. Does the pro forma show positive cash flow, or adequate reserves to cover shortfalls? What measures will you put into place to ensure the project performs according to plan?

A copy of the project pro forma is also included in Attachment E. The pro forma shows positive cash flow throughout the affordability period, with a debt service coverage ratio of 1.15 in the project's first stabilized year of operation.

The project benefits from several previously mentioned financial supports that enhance its operational stability, including a 75% TIF, 10 PBVs, and anticipated rooftop solar array. Adequate reserves are incorporated into the development and operating budgets to ensure funds are available for future capital needs and unforeseen shortfalls to ensure financial stability.

To ensure the project performs according to plan, the development team will implement strong asset management and property oversight. YFO will be managed by Realty Resources, a dedicated group of professionals with diverse expertise in accounting, property management, and compliance.

Overall, the pro forma demonstrates that YFO Resource Hub is well-positioned to remain financially sustainable throughout the affordability period, with built-in safeguards to address potential risks and support long-term operational success.

4. Project Team Capacity

a. Discuss organization's history and briefly describe like projects that have been developed over the past five years.

Youth and Family Outreach is a 501(c)(3) non-profit organization located in the Bayside neighborhood of Portland, accredited by the National Association for the Education of Young Children, a level 4 on Maine's Quality Rating System, and state licensed. Youth and Family Outreach has a rich, unwavering history of meeting the needs of Portland's children and families. Since its origins in 1844 as a community outreach mission of the Portland Ministries at Large, the agency has focused its efforts on a serving the community with compassion. YFO currently operates an early care and education facility which was established in 1986.

Developers Collaborative (DC) is Maine's leading community-based real estate development firm. An acknowledged leader in affordable housing, historic preservation, and public private partnerships, DC continues to innovate to create projects that build community. DC believes that a developer has a great responsibility; that the ways we intervene in the built environment will affect people's lives for a long time. DC feels all developers owe it to their respective communities to do more than just take a piece of land or building to generate the highest short-term financial return possible. Serving the community while creating a financially viable development is what DC does best. DC has designed many housing developments for populations

with specific needs as diverse as seniors, families, persons with disabilities, domestic violence survivors, and persons experiencing homelessness. All of DC's projects aim to build community through careful design and quality construction.

A full list of our LIHTC developments from the last five years is included below and additional developments can be found on our website at www.developerscollaborative.com. Select project descriptions are included in Attachment I.

Project	Location	Units	Project Type	Completion Date
Equality Commons	Portland	54	Affordable senior	Under Construction (2026)
Rumford Senior Housing	Rumford	33	Affordable senior	Under Construction (2025)
Peasley Park	Rockland	49	Affordable senior	2025
Sturgeon Landing	Augusta	32	Affordable	2025
Congress Square Commons	Belfast	36	Affordable	2024
Harrison Ridge	Bridgton	48	Affordable senior	2023
155 Danforth	Portland	30	Affordable	2023
Uplands 2	Scarborough	39	Affordable senior	2023
Oriole Senior	Ellsworth	29	Affordable senior	2022
Penobscot Landing	Belfast	25	Affordable senior	2021
Uplands	Scarborough	39	Affordable senior	2021
Summer Street	Gardiner	15	Affordable	2020
Maple Street	Augusta	29	Affordable	2020

b. Development Team Members (resumes included in Attachment I)

Owner: Youth and Family Outreach, Inc.

Development Consultant: Laura Reading, Developers Collaborative

Architect: Virginie Stanley, Invivid Architecture, and Studio MLA Architects

Civil Engineer: Stephen Bushey, Gorrill Palmer

Environmental Professional: St. Germain

Construction Manager: Penobscot General Contractors

Construction Lender: MaineHousing

Attorney: Maurice Selinger, Curtis Thaxter

Accountant: Greg Geisser, Otis Atwell

Asset Management: Syndicator TBD

Property Manager: Realty Resources, Inc.

Supportive Services: Catholic Charities and Through These Doors

ATTACHMENTS

- A. Conceptual Site Plan
- B. Conceptual Floor Plans
- C. Site Control (Deeds)
- D. Conceptual Construction Cost Estimate
- E. S&U, Development Budget, Operating Budget, & Pro Forma
- F. Service Provider Letters of Support
- G. MaineHousing 9% LIHTC Notice
- H. MaineHousing TIF Approval
- I. Development Team Resumes

331 CUMBERLAND AVENUE

HOUSING					
SOURCES OF FUNDS	Construction		Terms/Comments		
	Permanent	Period	Rate	Term	Paymnt
Amortizing Debt			2.00%	20	\$0
AHP Subsidized Advance					
MSHA RLP	10,786,553		5.50%	30	\$593,260
MSHA RLP			5.50%	30	\$0
<i>Subtotal Amortizing Debt</i>	10,786,553				\$593,260
Soft Debt					
Portland HTF	1,080,000	540,000	-	NPV	
MSHA RLP	1,000,000	500,000	0.0%	30	\$0
DECD BCRLF Grant					
PDC Brownfields Closeout Grant		-			
GPCOG Brownfields		-			
HOME-ARP	950,000	-			
<i>Subtotal Soft Debt</i>	3,030,000	1,040,000			
Construction Loan		22,400,653	82.32%		
Total Debt Financing	13,816,553	23,440,653			
Solar Credit Equity	104,500				
45L	300,000				
SLIHTC	2,712,598				
Community Service Facility Equity					
LIHTC Syndication Proceeds	9,027,429	250,000			
Deferred Developer Fee	1,250,000				
GP Contribution	100				
TOTAL SOURCES	27,211,180	23,690,653			
USES OF FUNDS					
USES OF FUNDS	Total	Construction Period			
Acquisition/Demo	-	-			
Construction	21,219,667	21,219,667			
Soft Costs	1,524,726	1,524,726			
Financing Fees	1,353,000	650,000			
Other Soft Costs	250,259	196,259			
Development Fee	2,000,000	100,000			
Reserves	863,527	-			
TOTAL USES	27,211,180	23,690,653			
DEVELOPMENT CONTINGENCY (GAP)	0	-			

CHILDCARE					
SOURCES OF FUNDS	Construction		Terms/Comments		
	Permanent	Period	Rate	Term	Paymnt
Amortizing Debt			2.00%	20	\$0
AHP Subsidized Advance					
MSHA RLP	-		5.50%	30	\$0
MSHA RLP (Childcare Space)	800,000		5.50%	30	\$44,000
<i>Subtotal Amortizing Debt</i>	800,000				\$44,000
Soft Debt					
Portland HTF	-	-	-	NPV	
MSHA RLP	-		0.0%	30	\$0
DECD BCRLF Grant					
PDC Brownfields Closeout Grant		-			
GPCOG Brownfields		-			
HOME-ARP		-			
<i>Subtotal Soft Debt</i>	-	-			
Construction Loan		3,811,793	100.00%		
Total Debt Financing	800,000	3,811,793			
Solar Credit Equity	-				
45L					
SLIHTC	-				
Community Service Facility Equity					
LIHTC Syndication Proceeds	1,350,485				
Deferred Developer Fee	-				
YFO Contribution	1,661,308				
TOTAL SOURCES	3,811,793	3,811,793			
USES OF FUNDS					
USES OF FUNDS	Total	Construction Period			
Acquisition/Demo	-	-			
Construction	3,280,893	3,280,893			
Soft Costs	230,900	230,900			
Financing Fees	-				
Other Soft Costs	300,000	300,000			
Development Fee	-				
Reserves	-	-			
TOTAL USES	3,811,793	3,811,793			
DEVELOPMENT CONTINGENCY	0	-			

331 CUMBERLAND AVE
DEVELOPMENT BUDGET AND TAX CREDITS

Development Budget	Residential	Daycare	Total	Basis		
ACQUISITION/DEMOLITION			-			
Land			-			
Buildings			-	-		
Abatement/Demolition			-			
Subtotal Acquisition/Demo	-		-	-		
CONSTRUCTION						
Site Work	2,576,906	54,563	2,631,469	2,631,469		
Gen'l Requirements			-	-		
Structures	17,632,301	3,070,097	20,702,398	20,702,398		
Building Permit			-	-		
OH & P			-	-		
Bond			-	-		
Abatement			-	-		
Contractor Contingency			-	-		
Construction Contingency	1,010,460	156,233	1,166,693	1,166,693		
Subtotal Construction	21,219,667	3,280,893	24,500,560	24,500,560		
SOFT COSTS						
Solar	275,000		275,000	275,000		
Permits & fees	351,726		351,726	351,726		
Engineer/Survey	110,000		110,000	110,000		
Architect	433,000	230,900	663,900	663,900		
Real Estate Attorney	55,000		55,000	55,000		
Title Insurance & Recording	20,000		20,000	20,000		
Accounting/ Cost Certification	10,000		10,000	10,000		
Soft Cost Contingency	60,000		60,000	60,000		
Utility Allowance	150,000		150,000	150,000		
Const. Taxes & Insurance	60,000		60,000	60,000		
Subtotal Soft Costs	1,524,726	230,900	1,755,626	1,755,626		
FINANCING EXPENSES						
Constr. Loan Orig. Fee			-	-		
Construction Legal & Inspection			-	-		
Construction Interest	895,000		895,000	667,845		
Other Financing Expenses			-	-		
Perm. Loan Orig. Fee	458,000		458,000	-		
Subtotal Financing	1,353,000		1,353,000	667,845		
OTHER SOFT COSTS						
Market Study	5,500		5,500	5,500		
Property Appraisals	7,500		7,500	7,500		
Environmental Report & Testing	35,000		35,000	35,000		
Construction Oversight	-		-	-		
Syndication Due Diligence	25,000		25,000			
Tax Credit Fees & Prepaid Monitoring	157,004		157,004	-		
FFE	20,000	300,000	320,000	320,000		
Organizational Legal	255		255			
Subtotal Other	250,259	300,000	550,259	368,000		
DEVELOPER'S FEES						
Developer's Ovhd. & Profit	2,000,000		2,000,000	2,000,000		
Consultant			-	-		
Subtotal development fees	2,000,000		2,000,000	2,000,000		
PROJECT RESERVES						
Rent Up & Marketing Reserve	50,000		50,000	-		
Operating Reserve	553,847		553,847	-		
Replacement Reserve	176,323		176,323	-		
Prepaid Taxes & Insurance	83,358		83,358	-		
Subtotal Reserves	863,527		863,527	-		
TOTAL PROJECT COST	27,211,180	3,811,793	31,022,973	29,292,031		
25%/10% Cap on Community Service Facility		4,798,024				
Eligible Basis				29,292,031		
Less FedHOME				-		
LIHTC Eligible Basis				29,292,031		
Applicable Fraction	80.974%			less fed HTC		275,000
Qualified Basis		3,086,571		20,632,436		
Qualified CT Adjustment	130%	4,012,543		26,822,166		
Credit Percentage		4.00%		4.00%		40%
Annual LIHTC Eligible		160,502		1,072,887	2,712,598	110,000
Annual LIHTC Allocated				1,072,887		
LP Interest	98.99%				0.99	0.95
NET PROCEEDS	85.00%	1,350,485		9,027,429	2,675,382	104,500

Affordability Analysis & Rent Schedule					
Affordable Rents					
Rent Schedule					
Unit Type	# Units	Net Rent	Utility Allow.	Gross Rent	Afford. @ % Med. Inc.
0 BR @ 50%	2	\$1,044	92	\$ 1,136	
1 BR @ 50%	12	\$1,112	105	\$ 1,217	
2 BR @ 50%	9	\$1,340	121	\$ 1,461	
3 BR @ 50%	6	\$1,372	139	\$ 1,511	
0 BR @ 60%	2	\$1,271	92	\$ 1,363	
1 BR @ 60%	8	\$1,356	105	\$ 1,461	
2 BR @ 60%	5	\$1,632	121	\$ 1,753	
3 BR @ 60%	4	\$1,664	139	\$ 1,803	
0 BR PBV	1	\$1,425	92	\$ 1,517	
1 BR PBV	4	\$1,614	105	\$ 1,719	
2 BR PBV	3	\$2,091	121	\$ 2,212	
3 BR PBV	2	\$2,123	139	\$ 2,262	
1 BR Market	4	\$2,167	105	\$ 2,272	
2 BR Market	8	\$2,475	121	\$ 2,596	
3 BR Market	0				
TOTAL	48				
Bedroom Mix	0 BR 4	1 BR 20	2 BR 14	3 BR 10	Total 48
Percent	8%	42%	29%	21%	
Income Mix	50%AMI	60%AMI	PBV	Market	Total
Number	29	19	10	12	60
Percent	60.4%	39.6%	20.8%	25.0%	
Bedrooms		102			
LIHTC Units		48			
Market Rate Units		12			

Operating Income & Expense		
Effective Gross Income	Monthly	Annual
Residential Rental Income	92,398	1,108,776
HAP Income	6,145.60	73,747
Commercial Rental Income	-	
Commercial Vacancy		
Less Vacancy & Collection Loss	5.0% (4,927)	(59,126)
TIF Income	5,409.88	64,919
Effective Gross Income	99,026	1,188,316

Annual Expenses	Per Unit	Total
ADMINISTRATIVE EXPENSES		

Management Fee	1,404	67,404
Legal	31	1,500
Audit	208	10,000
Marketing	20	1,500
Site Manager	1,083	52,000
Resident Services	468	22,464
Broadband Service	20	960
Other	-	
<i>Subtotal Administrative</i>	3,246	155,828
OPERATING EXPENSES		
Water/Sewer/Stormwater	500	24,000
Natural gas (hot water)	360	21,600
Electric inc heat	1,250	60,000
Solar Offset	(305)	(18,310)
<i>Subtotal Operating</i>	1,819	87,290
MAINTENANCE		
Building Maintenance	1,000	48,000
Janitorial	300	14,400
Supplies/Exterminating	150	7,200
Painting/Decorating	150	7,200
Grounds	250	15,000
Snow Removal	320	19,200
Trash Removal	867	10,400
<i>Subtotal Maintenance</i>	2,529	121,400
GENERAL EXPENSES		
Property taxes	2,073	99,515
Insurance	600	28,800
Management Broadband	-	
<i>Subtotal General</i>	2,673	128,315
REPLACEMENT RESERVE		
Housing	450	21,600
TOTAL RESERVES		21,600
TOTAL EXPENSES PLUS RESERVES	10,717	514,433

331 CUMBERLAND AVENUE

30-YEAR PROFORMA OPERATING INCOME AND EXPENSE STATEMENT

	Trend Rate	1 2027	2 2028	3 2029	4 2030	5 2031	6 2032	7 2033	8 2034	9 2035	10 2036	11 2037	12 2038	13 2039
INCOME	(see below)													
Gross Rental Income		1,182,523	1,206,174	1,230,297	1,254,903	1,280,001	1,305,601	1,331,713	1,358,347	1,385,514	1,413,225	1,441,489	1,470,319	1,499,725
Residential Vacancy	5.00%	(59,126)	(60,309)	(61,515)	(62,745)	(64,000)	(65,280)	(66,586)	(67,917)	(69,276)	(70,661)	(72,074)	(73,516)	(74,986)
Commercial	2.00%	-	-	-	-	-	-	-	-	-	-	-	-	-
Commercial Vacancy	5.00%	-	-	-	-	-	-	-	-	-	-	-	-	-
TIF Income	2.00%	64,919	66,217	67,541	68,892	70,270	71,675	73,109	74,571	76,062	77,584	79,135	80,718	82,332
EFFECTIVE INCOME		1,188,316	1,212,082	1,236,324	1,261,050	1,286,271	1,311,996	1,338,236	1,365,001	1,392,301	1,420,147	1,448,550	1,477,521	1,507,072
EXPENSES														
Administrative	3.00%	155,828	160,503	165,318	170,277	175,386	180,647	186,067	191,649	197,398	203,320	209,420	215,702	222,173
Operating	3.00%	87,290	89,909	92,606	95,385	98,246	101,193	104,229	107,356	110,577	113,894	117,311	120,830	124,455
Maintenance	3.00%	121,400	125,042	128,793	132,657	136,637	140,736	144,958	149,307	153,786	158,399	163,151	168,046	173,087
General	3.00%	128,315	132,164	136,129	140,213	144,420	148,752	153,215	157,811	162,546	167,422	172,445	177,618	182,947
Replacement reserve	3.00%	21,600	22,248	22,915	23,603	24,311	25,040	25,792	26,565	27,362	28,183	29,029	29,899	30,796
TOTAL EXPENSES		514,433	529,866	545,762	562,135	578,999	596,369	614,260	632,688	651,669	671,219	691,355	712,096	733,459
NET OPERATING INCOME		673,882	682,216	690,561	698,915	707,272	715,627	723,976	732,313	740,633	748,929	757,195	765,425	773,613
DEBT SERVICE		593,260	593,260	593,260	593,260	593,260	593,260	593,260	593,260	593,260	593,260	593,260	593,260	593,260
CASH FLOW		80,622	88,955	97,301	105,655	114,012	122,367	130,716	139,053	147,372	155,668	163,934	172,165	180,352
CASH FLOW/UNIT		1,344	1,483	1,622	1,761	1,900	2,039	2,179	2,318	2,456	2,594	2,732	2,869	3,006
DSCR		1.14	1.15	1.16	1.18	1.19	1.21	1.22	1.23	1.25	1.26	1.28	1.29	1.30

14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056
1,529,720	1,560,314	1,591,521	1,623,351	1,655,818	1,688,934	1,722,713	1,757,167	1,792,311	1,828,157	1,864,720	1,902,014	1,940,055	1,978,856	2,018,433	2,058,802	2,099,978
(76,486)	(78,016)	(79,576)	(81,168)	(82,791)	(84,447)	(86,136)	(87,858)	(89,616)	(91,408)	(93,236)	(95,101)	(97,003)	(98,943)	(100,922)	(102,940)	(104,999)
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
83,979	85,659	87,372	89,119	90,902	92,720	94,574	96,466	98,395	100,363	102,370	104,417	106,506	108,636	110,809	113,025	115,285
1,537,213	1,567,957	1,599,316	1,631,303	1,663,929	1,697,207	1,731,151	1,765,774	1,801,090	1,837,112	1,873,854	1,911,331	1,949,558	1,988,549	2,028,320	2,068,886	2,110,264
228,838	235,704	242,775	250,058	257,560	265,286	273,245	281,442	289,886	298,582	307,540	316,766	326,269	336,057	346,139	356,523	367,218
128,189	132,035	135,996	140,075	144,278	148,606	153,064	157,656	162,386	167,257	172,275	177,443	182,767	188,250	193,897	199,714	205,705
178,280	183,628	189,137	194,811	200,656	206,675	212,876	219,262	225,840	232,615	239,593	246,781	254,185	261,810	269,664	277,754	286,087
188,435	194,088	199,911	205,908	212,085	218,448	225,001	231,751	238,704	245,865	253,241	260,838	268,663	276,723	285,025	293,575	302,383
31,720	32,672	33,652	34,662	35,702	36,773	37,876	39,012	40,182	41,388	42,629	43,908	45,226	46,582	47,980	49,419	50,902
755,462	778,126	801,470	825,514	850,280	875,788	902,062	929,124	956,997	985,707	1,015,278	1,045,737	1,077,109	1,109,422	1,142,705	1,176,986	1,212,296
781,750	789,831	797,846	805,788	813,649	821,419	829,090	836,651	844,093	851,405	858,576	865,594	872,449	879,127	885,615	891,900	897,968
593,260	593,260	593,260	593,260	593,260	593,260	593,260	593,260	593,260	593,260	593,260	593,260	593,260	593,260	593,260	593,260	593,260
188,490	196,570	204,586	212,528	220,389	228,159	235,829	243,390	250,832	258,144	265,315	272,334	279,188	285,866	292,355	298,640	304,708
3,142	3,276	3,410	3,542	3,673	3,803	3,930	4,057	4,181	4,302	4,422	4,539	4,653	4,764	4,873	4,977	5,078
1.32	1.33	1.34	1.36	1.37	1.38	1.40	1.41	1.42	1.44	1.45	1.46	1.47	1.48	1.49	1.50	1.51

2. Project Narrative

a. Project Description - Provide a detailed description of the project that is proposed.

Greater Portland Family Promise is dedicated to helping families experiencing homelessness achieve sustainable independence through a community-based response. With extensive experience in transitional housing, emergency shelter, housing navigation, and stabilization case management, GPFPP provides essential support, including access to food and other necessities.

Family Promise is proposing the development of a two-family dwelling unit at 22 Pleasant Ave, Portland, Maine to serve as a transitional housing program. This new project will be able to house four families at a time, two in each unit. This initiative is designed to provide temporary, stable housing for families experiencing homelessness or at risk of homelessness, offering them a safe, supportive environment while they work toward securing permanent housing.

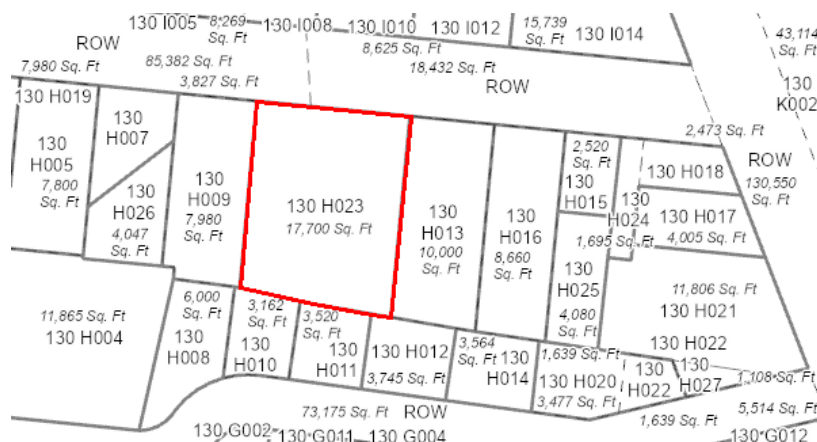
On July 24, 2024, the Board of Trustees for the New England Conference of the United Methodist Church approved the donation of the former Clark Memorial Church parsonage and its property to Greater Portland Family Promise. The transfer of the property was completed on March 18, 2025.

This new Family Promise Transitional Housing Program will provide families experiencing homelessness or at risk of homelessness with temporary residence for up to 18 months while they receive assistance in securing long-term housing. Each family will have a private, locked room, while kitchen, bathroom, laundry, and community spaces will be shared. Family Promise will also offer on-site supportive services, including housing navigation and case management, to help families transition into permanent housing successfully.

As part of this initiative, Family Promise will provide supportive services in the form of housing navigation services to help families secure permanent housing, housing stabilization case management to ensure long-term housing success, basic needs assistance, including food, diapers and toiletries. Services will also include referrals for education, childcare, and employment. By combining safe housing with supportive services, this project aims to reduce family homelessness and promote housing stability in the Portland community.

i. Location of the project (address, Tax Map/Lot)

22 Pleasant Ave, Portland, Maine 04103



ii. Development strategy and how it fits into the neighborhood

Family Promise's development strategy ensures that our project will provide much-needed housing for families experiencing homelessness while maintaining long-term sustainability. The development of a two-family unit at 22 Pleasant Avenue is practical, legally permissible, and financially viable. The neighborhood already includes several multi-family housing units, and this project aligns with the City of Portland's updated land use policies, which support increased housing density and improved access to stable housing for vulnerable populations.

Zoning & Land Use Compliance: Michelle Lamm from Greater Portland Family Promise and Jesse Thompson, an architect from Kaplan Thompson Architects, have met with Zoning Administrator Ann Machado and Development Review Services Manager Matthew Grooms from the City of Portland Planning and Urban Development Department to discuss the reuse of 22 Pleasant Avenue ("the Property"). The Property is located in the RN-3 Residential Neighborhood Zone, which allows single-family, two-family, three-family, and four-family dwelling units, and accessory dwelling units. The definition of "family" in the Portland code includes "up to eight unrelated individuals living together in a dwelling unit as a single nonprofit housekeeping unit."

Design & Architectural Planning: Family Promise has been working with Deirdre Wadsworth from Hardypond Construction and Jesse Thompson from Kaplan Thompson Architects to develop architectural drawings and floor plans to determine unit layout and structural modifications, ensuring privacy and comfort, fire safety, egress requirements and accessibility laws.

Financial Viability: Family Promise has been working with Kaplan Thompson Architects and Hardypond Construction to gather estimates to determine project costs.

Funding & Grants: Family Promise has applied for and has been granted \$432,000 in federal earmark HUD Community Project Funding for this project.

Revenue Potential: We will determine rent pricing based on single-room occupancy for each family, at 75% of \$1,434 per 1 bedroom unit according to Maine's General Assistance Maximums.

Permitting & Regulatory Approvals: Once full funding is secured, Family Promise will work with the architect and a builder to submit a final site plan to the City of Portland and to begin the process of obtaining necessary permits to meet compliance standards.

iii. Number and types of units included in the project, including income eligibility, anticipated monthly rent for each type/size of unit based on current market conditions and HOME rent limits. Include rates for both subsidized and non-subsidized units, if applicable. Indicate if rents include utilities and indicate expected monthly utility expenses if not included in the rent.

The proposed project at 22 Pleasant Ave will provide temporary housing for up to four families at a time, serving families experiencing homelessness or at risk of homelessness.

Rent calculation is based on Maine General Assistance Maximums, which estimated projected income at 75% of the single-room occupancy rate. The current 2024-2025 rate is \$1,434 per unit/room. There will be one fixed rate for this project and there will not be subsidized or non-subsidized units in this project. All utilities (heat, electricity, water, waste disposal) and property maintenance will be included in the rent.

iv. Details regarding building types (number of bedrooms/units, square footage, any special amenities, ownership structure)

The project at 22 Pleasant Avenue, Portland, ME, will be to create a two-unit transitional housing facility. Each of the two dwelling units will accommodate two families, for a total capacity of four families. Each family will have a private, lockable bedroom, while kitchen, bathroom, laundry, and living spaces will be shared within each unit.

v. Details regarding the use of building materials, utility types

Building Materials: Framing, drywall, insulation (Dens-Pack cellulose), LVT flooring, and trim.
Utilities: Gas heating, ERV ventilation, air source heat pumps, heat pump water heaters, and new plumbing.

Electrical: LED lighting, 100-amp panels, security systems, and provisions for solar energy.

Special Features: Fire suppression, fire extinguishers, and energy efficient appliances

vi. If the project includes rehabilitation of an existing structure, please include the age of the building, extent of rehabilitation, number of current occupants, current utilities.

The building at 22 Pleasant Ave is a single-family home built in 1900. The project will involve substantial rehabilitation, including new exterior stairs, insulation, fire suppression system, and plumbing and HVAC upgrades. At the time of construction, the house will be vacant.

Average Monthly Utilities (based on current occupancy):

Natural Gas: \$245

Electricity: \$144

Water/Sewer: \$151

b. Target Market - HOME ARP Qualifying Populations Information

i. Describe the Qualified Population that will occupy the units after development work is complete. Please include information on the Qualified Population by income levels, household sizes, and any special needs (elderly, physically or mentally disabled, homeless etc.). Points will be awarded based on the extent to which the proposal meets CCHC's HOME-ARP targeting priorities and preferences noted above

The units at 22 Pleasant Ave will have a designated reference for QP 1 families experiencing homelessness or at risk of homelessness. These families will typically have zero income and fall within low-income eligibility criteria. Household sizes will vary, but each unit will be designed to accommodate two families, with private rooms for each family. The program is intended to provide housing for families with children, though individuals with special needs such as elderly family members, victims of domestic violence and sexual assault, veterans and those with physical or mental disabilities, will also be considered, depending on the available resources and need. The project aligns with CCHC's HOME-ARP targeting priorities by focusing on vulnerable populations, particularly those who are homeless or at immediate risk of homelessness.

The City of Portland, acting as the Participating Jurisdiction (PJ) for its HOME-ARP allocation, will ensure compliance with HUD requirements regarding the inclusion of all four Qualified Populations (QPs) in its HOME-ARP funded projects activities.

1. Homeless individuals and families
2. At risk of homelessness
3. Victims of domestic violence, sexual assault, or human trafficking
4. Other populations as defined by HUD guidelines

Greater Portland Family Promise as a subrecipient and social service provider, GPFP will receive referrals from the Coordinated Entry (CE) system.

- GPFP will only serve families, ensuring that families from all QPs (Homeless, At Risk of Homelessness, Domestic Assault, Sexual Assault, and Trafficking) have access to HOME-ARP supported transitional housing program.

- GPFP will honor the prioritization established through the CE system, accepting families based on prioritization and availability.

Greater Portland Family Promise as a subrecipient has set a preference to serve only families and will prioritize families based on:

- Length of time homelessness and number of episodes of homelessness (a total number of months homelessness over the past 3 years and number of times the client has been homeless)
- Vulnerability as assessed by a Vulnerability Index - Service Prioritization Decision Assistance Tool such as standardized tools such as VI-SPDAT prescreen and triage for families helps Continuums of Care (CoCs) implement a HUD requirement to establish a standardized process for prioritizing people for services ensuring that all consumers are evaluated in the same way

a. List Justification for Subsidy Request

i. Justify the level of funding requested by describing the relationship between the cost of the project and the required revenue needed to support project feasibility. Include requirements of other funding sources and all costs to be charged to the project (i.e. relocation, infrastructure costs, etc.). The Development Pro Forma and Operating Pro Forma should support the size of the request and funding requests from other sources. Any project contingencies should also be included.

We are requesting funding to supplement a federal grant received through Congressionally Directed Spending (CDS) and coming through HUD's Community Project Funding (CPF). The \$432,000 already secured will cover nearly 50% of our estimated development cost of \$911,000. The total development cost includes related soft costs such as architecture and engineering, utilities, and the hard costs of construction, including demolition, materials, plumbing, HVAC, insulation, and finishings. The operating pro forma illustrates the income-to-expense balance, with the expected rent covering building and grounds operating costs, and permanent funds coming from donors associated with the Clark House property that will be invested for future major expenses.

ii. Describe what other assistance is needed or would be beneficial in order to meet project financing costs and minimize total development costs.

If we are awarded this HOME-ARP development funding, we expect to be able to fully pay for the development of the Clark House property transitional housing program. We have received a large gift from the New England United Methodist Conference, and we are expecting a large

donation from a private donor. These contributions will be invested to help pay for major expenses, ongoing upkeep, repairs, and any other unexpected expenses.

d. Development Plan/Integration of Support Services to HOME ARP funded development/units:

i. Describe the plan for property management, including a maintenance plan and measures that will be taken to ensure renters will have long-term housing stability.

Greater Portland Family Promise will contract with a professional property management company to oversee the property. Services will include 24/7 emergency response, routine upkeep, preventative maintenance, and a dedicated repair budget. To promote long-term housing stability, tenants will have access to supportive services such as financial assistance, tenant education, and case management. Lease agreements will include provisions that protect tenant rights and promote stability, ensuring a secure and well-maintained living environment for all residents.

ii. Describe tenant selection policies. How will potential tenants be screened? Include information on how a waiting list will be developed and how units will be advertised.

Application process, tenant selection and waiting list

Only families (with minor children or pregnant) from one of the four HUD-defined Qualified Populations (QPs) will be eligible. Eligibility will be verified by Coordinated Entry documentation, HMIS data, and HUD guidance.

All families will be referred to Greater Portland Family Promise through the Continuum of Care (CoC), Coordinated Entry (CE) system. GPFP will not accept walk-in applications or self-referrals.

Families will be prioritized based on the CoC, Coordinated Entry established criteria, including but not limited to:

- Length and history of homelessness
- Vulnerability score
- Risk factors including domestic violence, sexual assault and trafficking

Tenant Selection Process

When a unit becomes available, GPFP will offer it to the highest-priority eligible family. If declined once, the family remains at the top.

Initial Screening for eligibility

Upon referral, GPFP will schedule an intake

- Review of family composition, background
- Review services needs
- Verify income eligibility
- Verify safety for program eligibility

Waiting List

GPFP will maintain referrals in a secure, electronic format with applicant name/ID, CE referral date, prioritization score, family size, and QP category

Removal from Waiting List:

- At applicant's written request
- Failure to respond to outreach within 30 days
- Determination of ineligibility
- Provision of false information
- After two refusals without documented good cause, the family is removed and must re-enter through the Coordinated Entry system

iii. Describe how support services for the tenants will be provided. Describe the type of services, relationship with partners providing services. If applying for funding under the Supportive Services category, please review and respond to the questions in the HOME-ARP Application: Supportive Services section.

The primary goal is to reduce the duration of family homelessness and ensure that families remain housed for a minimum of one year.

Key services include:

Access to Public Benefits and Community Resources

- Assistance with applying for DHHS benefits (SNAP, MaineCare, TANF, WIC)
- Connections to food pantries and culturally appropriate food resources

Housing Navigation & Support

- Guidance in securing low-barrier, affordable housing
- Assistance with documentation, applications, and lease agreements

Education Assistance

- Collaboration with McKinney-Vento liaisons to enroll children in school
- Support for English language classes, job training, and continuing education

Financial Assistance and Basic Needs Support

- Help with rent, security deposits, damages, repairs, and utilities
- Support for transportation and laundry expenses

Housing Stabilization & Tenant Advocacy

- Helping families overcome challenges in their first year of tenancy
- Matching each family with a volunteer Family Support Partner

Greater Portland Family Promise will provide supportive services through a coordinated effort between Family Promise and community partners to ensure tenants receive the necessary support for long-term stability. Family Promise will collaborate with other local non-profits, healthcare providers, education and workforce development agencies. Family Promise has expertise in

evidence-based practices, culturally responsive practices and working with diverse and vulnerable populations.

Greater Portland Family Promise works with many partners (municipalities' social services departments, schools, property management companies, and faith-based organizations) to make this work possible and to work toward the common goal of addressing the needs of the growing homeless population. Partners work together to prevent and reduce homelessness through transitional housing, permanent housing, food assistance, housing navigation, and housing stabilization services.

Family Promise works very closely with the City of Portland Social Services Department. Once an apartment has been found and secured Family Promise facilitates the move in process. Family Promise case managers submit the General Assistance rental agreement, request an apartment inspection from housing and safety, instruct families to withdraw TANF money to make rent payment using a money order and to request the remainder of the funds needed from GA.

Family Promise works in tandem with Portland Public Schools McKinney Vento social workers. Family Promise case managers and McKinney Vento social workers both prioritize families' access to education and housing. PPS and Family Promise are invested in families and their academic and housing stability work together to minimize disruption and stressful situations for the families we work with by coordinating transportation, registration and enrollment, and grant funding for homelessness prevention.

Family Promise partners with Avesta Housing to move families into quality, safe, affordable housing. Family Promise case managers help families to apply for vacancies and to complete the required eligibility paperwork regarding assets, income, and employment. Family Promise also provides a professional reference and acts as a guarantor for the families that we work with. Family Promise case managers also help facilitate the lease signing and move-in process, helping families to understand their rights and responsibilities and to secure security deposit and rent payment. Family Promise provides ongoing housing stabilization by acting as a liaison between the Avesta property manager, residence service coordinator, and the family to ensure a successful tenancy.

Family Promise collaborates with Good Shepherd Food Bank, Preble Street, and Food For All Mobile Market to provide monthly culturally appropriate and nutritious food to families.

Additionally, Family Promise works closely with Maine Needs and over 20 congregations that help with donations of bedding, household goods, food, diapers, and personal care items.

i. Describe previous experience or involvement in the development of other housing occupied or owned by the same target market to be assisted through this housing project. Include resumes of key development team members or other supporting documents to demonstrate capacity.

Greater Portland Family Promise has extensive experience providing emergency shelter, transitional housing, and supportive services for families experiencing homelessness. Since 2017, GPFP has operated rotational shelters in partnership with the faith-based community. In response to the pandemic, GPFP transitioned to a 24-hour static shelter and expanded transitional housing through partnerships with Clark United Methodist Church, Woodfords Congregational

Development Budget: 22 Pleasant Avenue (GPFP)

Project Income	
HUD Community Project Funding Award	\$432,000
HUD HOME-ARP request	\$479,000
TOTAL INCOME	\$911,000

DEVELOPMENT EXPENSES - Uses of funding	
Acquisition	0
Architectural, engineering, and related professional services	\$ 50,000
Permits and fees	\$ 22,000
Building/Renovations	\$ 715,000
Builder's Overhead and Profit	\$ 50,000
Funding initial operating deficit reserve	\$ 24,000
Project Contingency	\$ 50,000
TOTAL DEVELOPMENT EXPENSES	\$ 911,000

DEVELOPMENT PRO FORMA

SOURCES OF FUNDS

Construction/Renovation Funds

Source	Amount
HUD Community Project Funding	\$432,000
HOME-ARP Development Funding	\$394,522
TOTAL DEVELOPMENT FUNDS	\$826,522

USES OF FUNDS

	Total Development Cost
Acquisition Cost - Land	\$0
Acquisition Cost - Building	\$0
<i>Subtotal: Acquisition</i>	\$0
Contractor Contract Amount	\$787,000
Payment & Performance Bond (if not in contract)	
Building Permits (if paid for by contractor)	Included in Fee
<i>Subtotal: Contractor Total Cost</i>	\$787,000
Project Contingency	\$50,000
<i>Subtotal: Developer's Construction Related Costs</i>	\$50,000
Architectural, engineering, and related professional services	\$50,000
<i>Subtotal: Developer's Soft Costs</i>	\$50,000
Acquisition Loan Interest	\$0
Acquisition Loan Fees	\$0
Construction Period Loan Interest/Fees	\$0
<i>Subtotal: Developer's Financing Costs</i>	\$0
Funding initial operating deficit reserve	\$24,000
Developer's Consultant	
Developer's Overhead Cost	
<i>Subtotal: Developer's Reserves and Overhead</i>	\$24,000
TOTAL DEVELOPMENT COST	\$911,000

City of Portland/Cumberland County Home Consortium
HOME-ARP Application: Supportive Services: Commonsplace

Narrative Addendum

2. Agency Capacity

b. How do Agency staff participate in these meetings/groups? Please describe the level of involvement.

Agency leadership, including the Executive Director and Associate Executive Director, attend the Statewide Homeless Council, Region 1 and 2 councils, and the Continuum of Care, and serve on the Executive Committee of Portland's Emergency Shelter Assessment Committee. Agency leadership also participates actively in ad hoc community initiatives and efforts such as the recent Encampment Crisis Response Team and the planning and advisory teams for the development of the Homeless Services Center.

Housing Supports team leaders attend weekly Coordinated Entry (Hub 2) case conferencing meetings, as well as other local and statewide meetings facilitated by MaineHousing and through the Coordinated Entry network.

c. Describe how proposed project will collaborate with the Continuum of Care.

Involved staff providing direct, supportive services for this proposed project will attend Hub 2 Coordinated Entry case conferencing meetings, and the project lead (the Occupancy Specialist) will work directly with the Hub 2 Coordinator to implement direct, eligible housing placements into the project's units through Coordinated Entry. Commonsplace's Community Support Center functions as Hub 2's largest Coordinated Entry Access Point, and this volume of engagement will be leveraged to further assure statewide coordination and the maximization of this project as a community resource.

d. How will Agency ensure services and activities are not duplicated by other programs or funding sources?

The agency already conducts a variety of housing support services that are distinct and for which we have developed effective administrative safeguards against accidental overlap or duplication. Currently, Commonsplace operates a Rapid Rehousing program, provides housing navigation through the Emergency Shelter and Housing Assistance Program, and offers HOME Services to eligible unhoused MaineCare recipients.

This proposed project will introduce housing support services that are specific to nine designated housing units, and project staff assigned to provide support to the residents of these units will not provide services to the project's units/residents that are duplicative of other services or funding sources. Safeguards against this duplication are incorporated into the administrative review functions of our Housing Supports director and Director of Program Quality positions.

3. Organization Capability and Experience

a. Describe Agency's experience, organizational capability, and infrastructure to deliver the supportive services, as described in this RFP.

Commonspace actively supports the designated population of focus for this RFP across all of its programming, including the five housing programs supported by the agency and our Housing Supports teams. Over many years, we have established a reputation for successfully providing supportive services to individuals in the community deemed to be most complex and challenging to serve, including those who have experienced chronic homelessness, complex substance use disorders, generational poverty, and significant legal system involvement.

Our success and our capacity to sustain and expand our housing support efforts are predicated on our program model of peer support and on our innovative and dynamic community partnerships. As we've added housing programs such as the public-private partnership that is Freedom Place and the opioid crisis-responsive Beacon House, we've continually strengthened administrative and operational support structures to provide for the increased level of need for supervision, assessment and reporting, facilities management, and general programmatic oversight. We now have established roles (e.g., Director of Housing Supports, Director of Program Quality, and Occupancy Specialist) working together with agency administrative teams to support the work of our direct services staff and to maintain continuous assessment and quality improvement.

b. Describe Agency's experience working with Government entities (City of Portland, Cumberland County, Continuum of Care, State of Maine, and Federal agencies). Be sure to include experience meeting financial and reporting requirements.

Commonspace has engaged in extensive, long-standing efforts in collaboration with Government entities, and has reliably fulfilled all accompanying financial and reporting requirements, as recognized and demonstrated through our annual financial audits and through repeat investment and partnerships with specific government entities. A very partial list of current and past contracted work with Government entities includes:

State of Maine (Dept of Health and Human Services, Office of Behavioral Health, Center for Disease Control):

- Portland Community Support Center program
- Syringe Service Program
- Bath Recovery Community Center program
- Lincoln County Recovery Community Center program

Federal (Substance Abuse and Mental Health Services Administration, Federal Emergency Management Administration):

- Peer Support Specialists Network program
- Congressionally Directed Spending award: Freedom Place at 66 State St.

- SSP-C funding for Emergency Food and Shelter program

City of Portland:

- Peer Outreach Worker program and Food Assistance for Displaced Portlanders program (Community Development Block Grant = federal origin, municipal administration)
- Emergency Food and Shelter hotel program (Motel 6)
- Brackett St. housing program for people emerging from encampments

Cumberland County:

- Pathways for ME Jail Reentry grant partner

c. Describe Agency's experience working with HOME-ARP Qualifying Populations and diverse individuals. Include the types of training that staff has received around racial equity, cultural humility, and strengths-based service delivery. Include Agency's approach to engage clients and incorporate feedback into program planning and implementation.

Commonspace offers programs and employment for adults (18 and over) impacted by homelessness, substance use, poverty, trauma, hunger, and legal systems involvement. Our programming is built with and for people who are among the most marginalized and vulnerable within our communities. Our central engagement modalities are peer support and recovery programming, through which we offer resources such as ultra-low barrier supported housing, outreach, mobile harm reduction, re-entry support to previously incarcerated persons, and low barrier community centers.

Commonspace is a peer support-based agency, and all our programs are designed for and with the program participants we aim to support through the developed resource. Our staff are people with their own lived experience of substance use disorders, homelessness, and other challenges that are meaningfully relatable for the participants of our programs. We leverage the deep relationships we forge through these peer-to-peer engagements to gather ample input and feedback on our services and on needs and gaps within the community. We will rely on these connections to support the design, fulfillment, and evaluation of this project.

Our service culture is one that welcomes and integrates diversity, while challenging internal and external systems to confront systemic racism and the marginalization of various individuals and groups based on factors related to identity or socio-economic classification. The peer support model that is our philosophy and central service modality is one that recognizes the sanctity, integrity and worth of every person. Commonspace's staff and the people we serve both have greater racial, ethnic, cultural, identity, orientation and gender diversity than does the general population. As an agency, we work diligently to recognize and understand the different barriers

faced by those with whom we engage. We put the voices and leadership of the most marginalized individuals and groups within the community at the center of our work.

d. Describe Agency's experience in integrating the principles of Housing First, Harm Reduction, Seeking Safety, Trauma-Informed Care, Motivational Interviewing, Peer Support, or any other evidence-based practices into service delivery that describes how it is qualified to provide the services. Please include Agency's implementation of these principles; for example, how you accept and exit participants, and reduce barriers to program entry.

Several evidence-based and best practice models form the foundation of our agency's work, and will inform our work within this project. These include, but are not limited to:

Housing First: Housing First is an evidence-based model for addressing homelessness, particularly for individuals experiencing chronic homelessness. All of Commonspace's housing programs, including the two programs (Freedom Place and Beacon House) spanned by this proposed project, are Housing First model programs. The core principle of Housing First is to provide individuals with permanent, stable housing without preconditions like sobriety or participation in treatment programs. The model focuses on meeting immediate housing needs first, and then offering additional services such as health care, mental health support, substance use treatment, and employment assistance.

Key features of Housing First include immediate access to housing, the absence of preconditions for tenancy, the provision of comprehensive support services, and a recovery-oriented approach to those services. Numerous studies have demonstrated that the Housing First model helps to reduce homelessness, sustain tenancy, improve the health and well-being of participants, and results in cost savings for communities.

Harm Reduction: Harm reduction is a mindset and approach that intersects all our work and programs. Engaging in syringe exchange as merely a transactional, public health intervention with the individuals we serve, with their preponderance of past and current trauma, untreated mental health symptoms, and basic needs deprivation, would be both an abdication of responsibility and a missed opportunity. Conducting exchange is, for us, much like distributing a cooked meal or providing a shelter bed—it is a service in and of itself, but also a critical opportunity to lean into a relationship, understand the totality of a person's circumstance, and to then work to support the person in taking steps in the direction of their own interpretation of recovery and wellness.

Intentional Peer Support: Intentional Peer Support (IPS) is a model of support that emphasizes mutual learning and connection between peers, rather than traditional caregiving or hierarchical relationships. It is rooted in the idea that people who share similar life experiences—especially those related to trauma, mental health, addiction, or social marginalization—can offer invaluable insights, encouragement, and support to one another. The core principles of IPS include building

trust, sharing stories, mutual respect, and recognizing the strengths and wisdom that each person brings to the relationship.

In the context of homeless populations and the provision of supports for newly housed individuals who have experienced chronic homelessness, IPS can be a particularly effective approach because it fosters empowerment, reduces isolation, and provides a sense of community. Many individuals experiencing homelessness have faced significant trauma and adversity, and having a peer who has lived through similar challenges can offer a unique level of empathy and understanding. Peer supporters can help others navigate services, advocate for their needs, and find resources—often in ways that are more relatable and approachable than traditional systems of care. Staff affiliated with this project will be Certified Intentional Peer Support Specialists.

Recovery Coaching: Recovery Coaching is a person-centered support service that helps individuals regain their independence and stability in the wake of challenges such as addiction, mental health issues, and homelessness. It is especially beneficial for homelessness prevention, as it provides a comprehensive, holistic approach to supporting individuals change habits and make decisions that support their success in housing. Staff affiliated with this program will be registered Recovery Coaches.

Motivational Interviewing: Our staff incorporates Motivational Interviewing into all of our programming, and MI supports our efforts to promote homelessness prevention and housing retention by addressing the emotional and psychological barriers that many individuals face following years of homelessness and community marginalization.

Motivational Interviewing (MI) is a client-centered, directive method of communication aimed at enhancing an individual's motivation to change by exploring and resolving ambivalence. It is a powerful tool in the context of homelessness prevention and housing supports, where individuals may face significant barriers to adjusting successfully to tenancy. MI can help clients explore their own reasons for seeking change, assess their goals, and build intrinsic motivation for achieving those goals, such as improved wellness, healthier relationships, securing employment, and other objectives that correlate to success in housing.

e. Identify individuals in your firm with multi-lingual skills, who are available to assist with communication in languages other than English. Please identify the language(s).

While we have individuals on staff who speak multiple languages, including French, Spanish, Portuguese, and Lingala, we do not utilize agency staff as translators/interpreters due to the inherent risks for program participants and staff within this practice. Instead, we contract with House of Languages, whose interpreters provide us with in-person, remote video, and phone interpretation services.

*f. Provide a detailed **list of references**, including a contact name and business telephone number for organizations or businesses for whom you have performed similar work.*

See Attachment.

*g. Provide current **Board of Directors roster and Agency's organizational chart**.*

See Attachment.

h. Describe Agency's information security systems and the steps that your firm takes to safeguard client communication, confidential information, and client data. Include whether Agency performs penetration testing, encryption methods, and whether client data is stored onshore or offshore.

Commonspace employs a robust multi-layered approach to information security, focusing on both technology and best practices to safeguard client communication and confidential data. These systems include:

- Firewalls and Intrusion Detection Systems (IDS): These technologies monitor traffic in and out of the network and detect potential threats.
- Access Control: Only authorized personnel have access to sensitive information, and role-based access ensures users only have access to the data they need.

We take the following steps to safeguard client communication and confidential data:

- Secure Email & Messaging: For client communications, we use encrypted email services and secure messaging platforms that support end-to-end encryption. This ensures that sensitive details cannot be intercepted while in transit.
- Data Minimization: We only collect and store client data that is necessary for business operations, which reduces the risk of exposure.
- Employee Training: Regular security awareness training is provided to ensure employees are equipped to identify and handle sensitive information securely and prevent phishing, social engineering, and other common attacks.
- Multi-Factor Authentication (MFA): Access to all systems housing client data requires MFA, which adds an extra layer of security to prevent unauthorized access.

We perform regular penetration testing to evaluate and identify any potential vulnerabilities within our systems. These tests simulate real-world attacks on our infrastructure, helping us identify weaknesses before they can be exploited by malicious actors. Penetration testing is typically done on a quarterly basis or after significant infrastructure changes.

To maintain compliance with regulatory standards client data is stored onshore in secure data centers located within regions that align with the laws and regulations applicable to the data. We adhere strictly to the data residency and sovereignty requirements of our clients' jurisdictions.

4. Description of Services

a. Describe Agency's plan to provide the services as described in the RFP. Include the estimated number of households, unduplicated individuals, unduplicated adults, and unduplicated children to be served over 12 months and anticipated outcomes. Make note of any challenges that may

arise and how the agency plans to mitigate such issues that demonstrate it is qualified to provide the services.

The Torchlight Project has been piloted for the past six months, without funding, and without the needed level of supportive services to maximize tenant services and positive outcomes.

Torchlight is a project that spans two properties where Commonsplace provides peer support, Recovery Coaching, and other residential services. These are: Freedom Place at 66 State St.(Portland), a 38-unit permanent, supported housing program for women, and Beacon Place (Westbrook), a smaller, 5 unit program. Both programs support women with experience of chronic homelessness and complex substance use disorders. Freedom Place is a partnership with Developers Collaborative, which owns and manages the building, and Beacon House is a partnership with Community Housing of Maine.

The project utilizes four units at Freedom Place (all SRO's), and the five units at Beacon House (four SRO's and one 1BR apt.) to create a flexible, population-supportive housing continuum, with an aim of supporting women through their first experience of housing and their early challenges related to substance use and old patterns and behavior that jeopardize their housing status. Within this project, Beacon House is our lower-barrier setting. Women coming into housing directly from the street (most commonly from unsheltered homelessness) are provided an apartment at Beacon House with a flexible lease, which allows them to exit to Freedom Place or to any other stable housing option when they have stabilized to the point of readiness for an environment of relatively higher behavioral accountability. Women housed at Freedom Place in the four Torchlight project units, in turn, have an option of relocating to a leased unit at Beacon House if they experience significant relapse or any return to behaviors that place them at risk of eviction. **In this way, we are able to provide a housing option that supports this community's most vulnerable women through the ups and downs of recovery, while supporting both housing programs as safe, impactful supported housing spaces for all residents.**

Freedom Place and Beacon House were both developed without sufficient funding for the level of supportive services needed to effectively support the highly complex, challenging population served. Within these programs serving this highly vulnerable population, the women enrolled as tenants in Torchlight stand out as exceptionally challenging and notably at risk of homelessness. While both programs are relatively new to the community, they have developed reputations as resources that are effectively able to prevent homelessness for a population that regularly cycles through homelessness, incarceration, and emergency departments when housed. But the work of the programs is unsustainable without adequate funding. This request fulfills the Supportive Services component for these nine units that would ideally have been embedded at the time of each program's development.

b. Describe Agency's proposed staffing structure, including brief job descriptions, qualifications, and training that demonstrates it is qualified to provide the services.

The two half-time assigned project staff will be dually certified as Intentional Peer Support Specialists and Recovery Coaches, will receive team support from Commonsplace's Housing

Programs team and Housing Supports team, will receive supervision from the Housing Supports Director, and administrative support from the Occupancy Specialist. **Job description** is attached.

c. Describe how Agency will set forth a certification, selection, and waiting list process as described in the RFP. Please include experience developing and implementing a certification, selection, and waiting list process.

We have significant experience with implementing and managing waitlists at our housing programs, and will develop a specific waitlist and selection process for this Torchlight project, based upon criteria (including an established vulnerability index) and utilizing the processes of Coordinated Entry to support the selection process.

5. Budget and Financial Management

b. Submit a comprehensive budget narrative. Be sure to include how Agency plans for the use of miscellaneous and indirect funds.

As noted below in the detailed breakdown, these funds will support the Torchlight Housing project with Supportive Services through:

- One full-time equivalent staff (comprised of two half-time, Certified Intentional Peer Support Specialists/Recovery Coaches.
- Rental support for tenants, providing one month of rent per unit per year for the nine units within the project.
- One cell phone for the use of the lead Tenant Support Specialist.
- Program Supplies, which include resources related to housing stabilization such as cleaning supplies or fees, purchase of receptacles or other tools for maintaining safe and clean environments.
- Posting job advertisements and conducting background screenings for New Hires dedicated to the project.
- Utilizing indirect funds to support administrative efforts backing the project (includes supervision, completion of reports, monitoring funding) and proportional support of the agency's annual audit.

d. Provide an itemized breakdown of billing rates and hourly costs, list of key personnel and their hourly rates, reimbursable expenses, etc. for any services that may be requested in addition to the services previously described.

Salaries and Benefits: $260,202 = \$50k$ starting salary per year or $\$24.04/hr$ for 2080 hours with a 2% COL pay increase each year x 5 years + 20% Benefit Rate = $\$52,041 = \$312,243$ (2 .5 FTE's assigned)

Financial Assistance: \$1118 per SRO unit (8 units) per year x 5 year, = 44,720 and \$2011 for one 1BR unit per year, x 5 yrs = 10,055 = \$54,775

Telecommunications: 1 cell phone \$30/mo for 60 months or 5 years = \$1800

Program Supplies: \$150 month for 60 months or 5 years = \$9000

Miscellaneous: Job Advertisements and Background checks for New Hires

Indirect Coasts: 15% De Minimis Indirect Rate Used for Liability Insurance, Admin Staff salaries to complete reports and monitor funding, and costs associated with annual audit.

3. Organizational Capability and Experience

a. Describe Agency’s experience, organizational capability, and infrastructure to deliver the supportive services, as described in this RFP.

Milestone Recovery delivers the full spectrum of HOME-ARP-eligible supportive services through an integrated, data-driven continuum of care that follows a person from the first street-level encounter to long-term housing stability. Our HOME Team makes nearly 14,000 outreach contacts a year, providing harm-reduction supplies, crisis de-escalation, and more than 1,600 medical or treatment transports—often the very first touchpoint for unsheltered (QP-1) clients, survivors fleeing violence (QP-3), and veterans (QP-5). The HOPE Program extends to reach encampments, completing Coordinated-Entry assessments, securing documentation, and moving high-barrier campers—40 in FY 2024—into permanent units; 52 lease-ups were achieved last year alone. For clients who need immediate shelter, our 36-bed emergency facility stabilized 689 people (average stay 18 days), while our medical detox admitted 720 individuals, initiating MAT and clearing a major health barrier for those at greatest risk of housing instability (QP-4). Once people are ready to exit crisis settings, a statewide Housing Navigator recruits landlords, negotiates leases, and provides tenancy coaching—ninety-six lease-ups last year with 90 percent still housed at 12 months—coordinating closely with HUD-VASH and SSVF teams for veteran households. Residential treatment and after-care services (16 beds) then offer relapse-prevention groups, peer support, and job readiness to sustain recovery. A single HMIS record follows each client across programs; weekly cross-disciplinary case conferences and field-based tablets ensure real-time data sharing and eliminate duplication. All direct-service staff are trained in Housing First, Motivational Interviewing, trauma-informed care, and cultural humility; medical services meet ASAM 3.7 standards, and clinical teams use Seeking Safety for co-occurring PTSD/SUD. As a result, 85 percent of housed households retain housing at one year, fatal overdoses among our outreach clients fell 28 percent last year, and veteran homelessness referrals dropped 17 percent after we helped launch the CoC’s rapid-response protocol—demonstrating Milestone’s proven capacity to deliver every supportive-service cost category envisioned by HOME-ARP, confidently, compliantly, and at scale.

b. Describe Agency’s experience working with Government entities (City of Portland, Cumberland County, Continuum of Care, State of Maine, and Federal agencies). Be sure to include experience meeting financial and reporting requirements.

Active contracts: MaineHousing (ESHAP & ARPA), City of Portland CDBG, SAMHSA, DHHS Medicaid. All audits since 2019 unqualified; federal drawdowns completed within 48 hours.

c. Describe Agency’s experience working with HOME-ARP Qualifying Populations and diverse individuals. Include the types of training that staff has received around racial

equity, cultural humility, and strengths-based service delivery. Include Agency’s approach to engage clients and incorporate feedback into program planning and implementation.

Milestone’s outreach, encampment, shelter, detox, and housing-navigation programs already serve every HOME-ARP group: unsheltered and chronically homeless adults (QP-1), people at imminent risk of homelessness (QP-2), survivors referred by Through These Doors (QP-3), clients leaving detox or jail with no stable housing (QP-4), and veterans flagged in HMIS (QP-5). All direct-service staff complete Motivational Interviewing on hire and annual refreshers; required modules in trauma-informed, strengths-based care, racial-equity/implicit-bias, harm-reduction, and naloxone use are tracked in the HR system. Spanish and French are spoken in-house or can be accessed through Language Partners and interpretation for Somali, Arabic, and other languages is available through Language Line;

d. Describe Agency’s experience in integrating the principles of Housing First, Harm Reduction, Seeking Safety, Trauma-Informed Care, Motivational Interviewing, Peer Support, or any other evidence-based practices into service delivery that describes how it is qualified to provide the services. Please include Agency’s implementation of these principles; for example, how you accept and exit participants, and reduce barriers to program entry.

Milestone embeds evidence-based practices at every step of the client pathway. Housing First principles guide eligibility: no income, sobriety, or ID is required to engage with outreach, shelter, or housing-navigation services, and placements are made as soon as a safe unit is available. Harm Reduction is operationalized through on-street naloxone distribution, safer-use supplies, and immediate transport to medical detox without penalty for relapse. Detox clinicians and residential counselors deliver Seeking Safety groups to address co-occurring PTSD/SUD, while all direct-service staff use Motivational Interviewing techniques—refreshed annually—to set client-defined goals. The agency’s Trauma-Informed Care framework shapes physical space (private intake rooms, low-stim shelter dorm) and policy (no forced exits for substance use; safety-planning with DV survivors). Peer Support specialists—many with lived experience of homelessness—co-lead street outreach shifts and facilitate after-care groups, modeling recovery and reinforcing client autonomy. Discharges are voluntary; staff complete a “warm-hand-off” checklist that secures medication, ID documents, and a follow-up contact plan, minimizing barriers to re-entry should the client need services again. This integrated approach—low-threshold entry, client-centered engagement, and evidence-based interventions—demonstrates Milestone’s capacity to deliver high-quality, HOME-ARP-compliant supportive services.

e. Identify individuals in your firm with multi-lingual skills, who are available to assist with communication in languages other than English. Please identify the language(s).

On-staff Spanish & French; Somali, Arabic, Portuguese, and ASL interpretation via Language Partners (formerly Catholic Charities) – alternatively, general assistance has interpreters for Spanish. When in a pinch, we use app-based translators.

f. Provide a detailed list of references, including a contact name and business telephone number for organizations or businesses for whom you have performed similar work.

Cary Tyson – Executive Director - Portland Downtown – 207-772-6828

John Crane - General Manager - Portland Food Coop – 207-805-1599

Ben Strick – Spurwink Ashlea’s Place – 207-871- 1200

g. Provide current Board of Directors roster and Agency’s organizational chart.

h. Describe Agency’s information security systems and the steps that your firm takes to safeguard client communication, confidential information, and client data. Include whether Agency performs penetration testing, encryption methods, and whether client data is stored onshore or offshore.

Milestone Recovery places the highest priority on safeguarding client communication, confidential information, and sensitive data. We leverage Microsoft 365 as our core platform for storing and managing client information, which provides enterprise-grade security features, robust compliance capabilities, and secure collaboration tools.

Microsoft 365 Security Infrastructure: Microsoft 365 provides built-in, multi-layered security features including data loss prevention (DLP), multi-factor authentication (MFA), conditional access policies, and advanced threat protection. These tools help us secure data against unauthorized access, phishing attacks, and malware.

Encryption: All data stored in Microsoft 365 is encrypted at rest and in transit using industry-standard protocols such as AES-256 and TLS. This ensures that sensitive information remains secure during both storage and transmission.

Access Control: We enforce strict access control policies to ensure that only authorized personnel can access client data. Role-based permissions and audit logs are used to monitor and manage access.

Penetration Testing and Security Assessments: While our organization does not conduct internal penetration testing, we rely on Microsoft’s extensive and continuous third-party penetration testing and security audits of their cloud infrastructure. Additionally, we conduct regular internal security reviews and risk assessments to identify and address potential vulnerabilities.

Client Communication: All client communications are conducted through secure channels, including encrypted email via Microsoft Outlook and secure file sharing using SharePoint and OneDrive for Business. Where required, we implement Microsoft's sensitivity labels and encryption to further restrict data access.

4. Description of Services

Program Delivery

Check all that apply

o X Direct Services

o X Subcontracted Services (List all potential subcontractor names and services provided. If applying as a Lead Agency, please identify all partner agencies).

Program Structure

Check all that apply

Please submit any relevant materials as a reference for this RFP, demonstrating ability to draft program procedures.

- o Program Rules and Regulations** (including program manuals, code of conduct, client feedback, reasonable accommodation, grievance procedure, etc.)
- o Language Services**
- o Conflict of Interest Policies**
- o Drug-Free Workplace Policies**
- o Reporting Requirements** (Including experience with the Homeless Management Information System (HMIS), Coordinated Entry (CE), and partner agencies (City of Portland, Cumberland County, State, and Federal).
- o Other:**
 - a. Describe Agency's plan to provide the services as described in the RFP. Include the estimated number of households, unduplicated individuals, unduplicated adults, and unduplicated children to be served over 12 months and anticipated outcomes. Make note of any challenges that may arise and how the agency plans to mitigate such issues that demonstrates it is qualified to provide the services.**

Milestone Recovery will provide coordinated, trauma-informed services through its HOPE Program, HOME Team, and Housing Navigator Program to address the urgent needs of Portland's unsheltered population. Over the course of 12 months, we anticipate

serving approximately 500 unduplicated individuals. Because Milestone exclusively serves adults, all of these will be unduplicated adults; no children will be served. Services will focus on individuals living in encampments or experiencing chronic homelessness with co-occurring substance use and mental health challenges.

The HOPE Program engages people living in encampments and supports them through housing navigation, tenancy support, and case management until they are safely and stably housed. The HOME Team provides six-day-per-week street outreach, including transportation, harm reduction supplies, crisis intervention, and referrals to detox, shelter, and treatment. The Housing Navigator Program offers individualized support to help people exit homelessness and maintain housing, including landlord engagement, housing search, and ongoing stabilization. Together, these programs aim to house at least 150 people, reduce emergency room visits and law enforcement interactions, and improve long-term housing retention for vulnerable Mainers.

Challenges may include limited affordable housing stock, difficulty engaging individuals with untreated mental illness or active substance use, and workforce recruitment in a competitive labor market. Milestone will mitigate these challenges by expanding partnerships with housing providers and landlords, using peer recovery specialists to build trust with clients, and maintaining a strong internal culture to support staff retention. Our 57-year history, established relationships with healthcare and housing systems, and track record of successful outcomes—including a 95% housing retention rate in our most recent Navigator placements—demonstrate our capacity and readiness to deliver these critical services under the ARPA grant.

b. Describe Agency’s proposed staffing structure, including brief job descriptions, qualifications, and training that demonstrates it is qualified to provide the services.

Milestone Recovery’s staffing for this project includes four full-time HOME Team outreach workers trained in harm reduction, trauma-informed care, and crisis intervention. They conduct daily street outreach, provide transportation, distribute supplies, and build trust with unsheltered individuals. Each has experience in behavioral health, social work, or related fields.

The HOPE Program will include one full-time staff member focused on housing navigation and case management for people living in encampments. Milestone’s Housing Navigator will support individuals transitioning into permanent housing through application assistance, landlord engagement, and follow-up care, requiring experience with housing systems and co-occurring disorders.

The team will be supervised by Joe McNally, Director of Homeless Services, who oversees frontline operations and ensures coordination and quality across outreach and housing programs. Organizational oversight is provided by Co-Executive Directors Jayme Villanueva and Jeff

Grossman, both longtime leaders within Milestone who bring deep experience in clinical care, housing services, and organizational management. Data Manager Corey Westleigh supports the team by tracking performance metrics, managing HMIS compliance, and producing funder reports. This team structure ensures the clinical, operational, and administrative capacity needed to deliver the proposed services effectively and in full compliance with HOME-ARP expectations.

- c. Describe how Agency will set forth a certification, selection, and waiting list process as described in the RFP. *Please include experience developing and implementing a certification, selection, and waiting list process.***

Milestone follows a Housing First approach and participates fully in Coordinated Entry, prioritizing clients based on vulnerability and need rather than maintaining a traditional waiting list. Services are offered immediately when clients are ready, to the extent resources allow.

Supportive Services Operating Budget

Salaries and Benefits	\$ 151,720.00
Financial Assistance (rental application fees, security deposits, rental / utility payments, moving costs)	
Meals / Food	\$ 1,500.00
Child Care	\$ -
Transportation	\$ 14,000.00
Telecommunications	\$ 3,800.00
Program Supplies	\$ 1,650.00
Marketing	\$ -
Indirect Costs	\$ 24,330.00
Total	\$ 197,000.00

d. How will Agency ensure services and activities are not duplicated by other programs or funding sources?

Preble Street appreciates that the CCHC HOME-ARP funds are designed to supplement other funding for supportive services. Braiding funding from multiple sources is necessary for most of Preble Street's programs. Because of this, Preble Street direct service and administrative staff have decades of experience in allocating staff time and services to the appropriate funding source. Preble Street's internal system of accounting controls prevents Preble Street from charging expenditures, including staff time and direct client expenses, to multiple awards. In addition, Preble Street program and accounting staff will review the allocations of expenses, including staff time monthly to ensure there is no duplication among sources. Finally, Preble Street also works with tenants to identify any other services they may be receiving from other providers to ensure that supportive services are not being provided by any other programs.

3. Organizational Capability and Experience

a. Describe Agency's experience, organizational capability, and infrastructure to deliver the supportive services, as described in this RFP.

Preble Street is Maine's largest nonprofit provider of homeless services for youth and adults and is a leader in statewide planning for both populations. Since its founding in 1975, Preble Street opened an emergency shelter and service center for teens; grew food programs from its first soup kitchens into a Food Security Hub that today provides approximately one million meals a year; established Maine's original Housing First rental apartment developments that provide permanent, supportive housing; launched a Veterans Housing Services program to end Veteran homelessness in Maine; created an Anti-Trafficking Services program to meet the needs of survivors; and expanded its Rapid Re-Housing, Health Services, Street Outreach, and emergency shelter programs.

With the CCHC HOME-ARP funding, Preble Street is proposing to offer eligible supportive services at two Site-based Housing First communities in Portland (Logan Place and Huston Commons) and throughout Cumberland County through our Rapid Re-Housing Program. At present, Preble Street is Maine's only agency that operates Site-based Housing First programs; we have been providing Site-based Housing First supportive services since 2005 when Logan Place became Maine's first Site-based Housing First community. Today, across our three Housing First communities, we provide housing with 24/7 on-site supportive services to 85 individuals who were formerly chronically homeless. Preble Street began offering Rapid Re-Housing programming more than a decade ago and formally established its Rapid Re-Housing program in 2020. In the past five years, the Rapid Re-Housing Program has housed more than 200 individuals and provided services to nearly 300 people. In 2024, the Rapid Re-Housing Program expanded to provide services to residents in the Lewiston-Auburn community. Additionally, Preble Street's Rapid Re-Housing team has been offering diversion services since 2021 and has been a Housing Problem Solving (HPS) grant recipient since 2022. Every staff person on the RRH team has been trained on the HPS intervention.

Preble Street's experience providing supportive services to Housing First tenants and Rapid Re-Housing clients grew from the organization's 50-year history of responding to urgent social problems through emergency services, long-term solutions, and advocacy that seeks to end homelessness and hunger in Maine. Because of its decades of experience providing such services, Preble Street has all needed infrastructure in place, including staffing patterns, policies and procedures, administrative systems, and a workforce with experience and expertise in Trauma-informed Care, Harm Reduction strategies, and housing stability work. In addition, Preble Street's

relationships with other community organizations allow for efficient referrals and care coordination, resource sharing, and collaborative advocacy work to address systemic barriers to housing stability. And, under one organizational umbrella, Preble Street offers a wide range of services beyond housing that include food, healthcare, support services, street outreach, and emergency shelters. In doing so, Preble Street minimizes the logistical and emotional barriers current and potential clients face in accessing crucial support and reduces the stress and time associated with navigating multiple agencies and systems. Preble Street's approach improves outcomes for clients by enhancing their quality of life, addressing the root causes of their homelessness, and reducing barriers to the care that they need to achieve housing stability and wellness.

b. Describe Agency's experience working with Government entities (City of Portland, Cumberland County, Continuum of Care, State of Maine, and Federal agencies). Be sure to include experience meeting financial and reporting requirements.

The majority of Preble Street's programs and services are funded by government entities. Preble Street currently manages about 50 different awards from municipal, county, state, and federal government agencies, including City of Portland, City of Auburn, Cumberland County, Maine Department of Health and Human Services, Maine Department of Corrections, Maine State Housing Authority, U.S. Department of Housing and Urban Development, U.S. Department of Veterans Affairs, U.S. Department of Justice, U.S. Department of Health and Human Services, among others. These public awards fund a wide spectrum of services and programs, including site-based supportive services at all three of Preble Street's existing Housing First rental apartment communities and Rapid Re-Housing services in Portland, Lewiston, and Auburn. Preble Street's Rapid Re-Housing program currently has two grants from the City of Auburn using HOME-ARP funds.

To manage these public awards, Preble Street has a Public Grants Team that provides administrative support to ensure the organization is in compliance with all financial and programmatic reporting requirements and allows direct service staff to focus on delivering services. Preble Street assigns a grants specialist to each public revenue source to track expenditures and produce monthly budget variance reports as well as all financial reports required by the funder. As part of Preble Street's internal system of financial controls and best practices for managing grant awards, program directors and the Public Grants Team review each budget variance report independently. After that independent review, the program management team for the funding source and the Public Grants Team meet to review the spend down of each award against the projected budget and complete a line-item review of all expenditures, including payroll, to ensure each expenditure is properly allocated, allowable under the terms of the award, and reasonable. These monthly reviews then allow Preble Street to produce required financial reports and invoices as needed for each funding source. Program staff take the lead for all programmatic reports and work with the Public Grants Team to prepare and submit reports according to deadlines. The Public Grants Team maintains a calendar of all financial and programmatic reporting deadlines and reviews the calendar on a weekly basis to adjust priorities as needed to ensure that the agency will meet all reporting deadlines.

c. Describe Agency's experience working with HOME-ARP Qualifying Populations and diverse individuals. Include the types of training that staff has received around racial equity, cultural humility, and strengths-based service delivery. Include Agency's approach to engage clients and incorporate feedback into program planning and implementation.

Preble Street has provided supportive services to individuals experiencing homelessness or who are at risk for homelessness for 50 years. Since our founding in 1975, we have worked closely with people experiencing problems with homelessness, housing, hunger, and poverty to provide accessible, barrier-free services and to advocate for solutions to those problems. Preble Street currently serves over 10,500 people statewide each year, reaching families, youth, adults, elders, Veterans, victims of human trafficking, and others. Our programs serve all ages, genders, races, ethnic backgrounds, and our clients often experience barriers, including mental illness, Substance Use Disorder, chronic illness, lack of job skills, language deficits, and learning disabilities.

Preble Street is proposing to work with all HOME-ARP qualifying populations through services provided at two of Preble Street's Site-based Housing First locations and through our Rapid Re-Housing Program. Preble Street has two decades of experience providing case management and housing support services to chronically homeless individuals (i.e., HOME-ARP Qualifying Population 1) living at our Site-based Housing First locations to achieve long-term housing stability. Preble Street began Rapid Re-Housing programming more than a decade ago and established a full Rapid Re-Housing Program in 2020. Through its Rapid Re-Housing services, Preble Street uses evidence-based interventions, casework, and financial assistance to support individuals across all HOME-ARP Qualifying Populations in quickly stabilizing housing, returning to housing, and reducing the chances of becoming homeless again in the near future.

All Preble Street services are grounded in strengths-based, person-centered care planning and built by establishing trusting relationships with clients. To support its approach to services, direct service staff participate in trainings such as Unconditional Positive Regard, Trauma-Informed Care, Harm Reduction, and Motivational Interviewing, among others.

Preble Street's approach to client engagement in Site-based Housing First sites, focuses on building relationships with all tenants, including those who choose not to complete a formal service plan. Housing First support services are entirely voluntary to the tenant, and continued tenancy is not dependent on the utilization of offered services. Rapid Re-Housing staff practice progressive engagement to build trusting relationships with clients and center client choice in the housing navigation process. Clients are offered services tailored to their individualized needs and self-identified goals.

Preble Street engages with tenants to gather feedback through regular community meetings held at each Housing First location, placement of suggestion boxes, use of client feedback surveys at program exit, and use of its formal grievance policy and procedure. In addition, in our Housing First apartment communities, Preble Street reviews program outcomes at least annually to note trends and identify areas of improvement, and a member of the program management staff meets weekly with the property manager to ensure that concerns related to building operations or safety are addressed in a timely way. Information gathered from these methods is then discussed and evaluated and may be incorporated into program planning and implementation as appropriate.

- d. **Describe Agency's experience in integrating the principles of Housing First, Harm Reduction, Seeking Safety, Trauma-Informed Care, Motivational Interviewing, Peer Support, or any other evidence-based practices into service delivery that describes how it is qualified to provide the services. Please include Agency's implementation of these principles; for example, how you accept and exit participants, and reduce barriers to program entry.**

Preble Street has been providing low-barrier, person-centered social work services to clients experiencing or at risk for homelessness for 50 years. Following are examples of how best practices are integrated into service delivery:

- **Housing First:** For both Site-based Housing First and Rapid Re-Housing programs, Housing First directly informs client enrollment and exit as clients are not required to abstain from substances or commit to any kind of treatment prior to accessing or retaining services, thus reducing barriers to participation.
- **Trauma-Informed Care:** All staff are trained in Trauma-informed Care and provide services that build trust and a sense of safety and avoid re-traumatization. For example, at Florence House, Preble Street's Housing First program that serves women, services consider the needs of women who have experienced homelessness as they are highly vulnerable to violence, sexual assault, and human trafficking.
- **Motivational Interviewing:** Staff use Motivational Interviewing in client interactions in order to help them in achieving their goals. Staff do not dictate what a client's goal(s) should be; rather, staff help clients identify their goals and work collaboratively to achieve those goals.
- **Harm Reduction:** Harm Reduction is a core principle of all Preble Street services that recognizes that clients face myriad challenges, unsafe behaviors are often coping mechanisms, and each individual has different goals related to their health and wellness. Examples of Harm Reduction in action in Preble Street programs include:
 - Naloxone is available at all site-based programs and staff are trained in its use.
 - Preble Street Housing First programs partner with local programs to ensure tenant access to harm reduction supplies and resources, including the City of Portland Public Health Harm Reduction Services program.
 - Staff utilize person-centered, non-judgmental listening to build trust with clients, allowing for honest, direct conversations around substance use and other coping skills and identification of realistic action steps to increase safety.
 - At Site-based Housing First communities, staff offer groups on a variety of topics that reflect the needs and interests of the tenants, including gardening, art, star gazing, community movie or sports-watching. These activities give tenants alternatives to using substances, build community, and mitigate isolation.
 - Staff host community meals multiple times per week and at different times of day, mitigating the risks of food insecurity and reducing isolation among tenants.
 - Staff promote available peer resources, such as Preble Street Peer Support Specialists or local peer recovery centers or programs.

In addition, to reduce barriers to program entry, Preble Street's Street Outreach and shelter staff work with clients where they are to ensure they have a Coordinated Entry Assessment, support the clients in gathering documentation needed, accompany clients to pre-housing appointments and lease up, and advocate to avoid denial of entry or eviction based on anything that does not reflect imminent safety risk.

4. Description of Services

Program Delivery <i>Check all that apply</i>	☒ Direct Services ☐ Subcontracted Services (List all potential subcontractor names and services provided. If applying as a Lead Agency, please identify all partner agencies). <i>Preble Street does not anticipate subcontracting for any services. A list of partners that Preble Street frequently collaborates with are listed on Page 1 under response 1.b. Other Partners.</i>
Program Structure <i>Check all that apply</i> Please submit any relevant materials as a reference for this RFP, demonstrating ability to draft program procedures. <i>Attachments to this proposal include the following policies and procedures to demonstrate Preble Street's existing capacity and ability to draft program procedures:</i> • Confidentiality Policy • Language Access Policy • Client Grievance Procedure • Housing First Policy • Huston Commons Manual	☒ Program Rules and Regulations (including program manuals, code of conduct, client feedback, reasonable accommodation, grievance procedure, etc.) ☒ Language Services ☒ Conflict of Interest Policies* ☒ Drug-Free Workplace Policies* ☒ Reporting Requirements (Including experience with the Homeless Management Information System (HMIS), Coordinated Entry (CE), and partner agencies (City of Portland, Cumberland County, CoC, State, and Federal)). ☒ Other: <i>Preble Street has many other policies and procedures, including Confidentiality Policy, Active Weapon Policy and Protocol, Safety Guidelines, Hate Speech Policy, Accounting Policies and Procedures, among others.</i> <i>*These policies are embedded within the Preble Street Employee Handbook.</i>

- a. **Describe Agency’s plan to provide the services as described in the RFP. Include the estimated number of households, unduplicated individuals, unduplicated adults, and unduplicated children to be served over 12 months and anticipated outcomes. Make note of any challenges that may arise and how the agency plans to mitigate such issues that demonstrates it is qualified to provide the services.**

Preble Street is proposing to provide supportive services through two types of existing programming – Site-based Housing First and Rapid Re-Housing – with expected service and outcomes as follows.

- Through caseworkers at our Logan Place and Huston Commons Housing First communities both located in Portland, we estimate serving 14 unduplicated tenants/households annually—all chronically homeless adults. The primary outcome is sustaining stable tenancy in permanent housing for 80 percent of clients served.
- Through our Rapid Re-Housing Program, we estimate serving 20 unduplicated households per year throughout Cumberland County. Anticipated outcomes for clients include: obtaining and/or retaining permanent housing within 90 days; increased or maintained household income for 80 percent of clients; and prevention of return to homelessness for 80 percent of clients. Additionally, the program aims to divert a minimum of 50 percent of households engaged in Housing Problem Solving services.

For both programs, clients may also achieve other positive outcomes, including connections to community resources including medical care, mental health treatment, and substance use treatment, medical insurance such as Medicaid, benefits such as SSI or SSDI and SNAP.

Following are key elements of how services will be provided.

- **On-site Services (Site-based Housing First only):** Case management and housing support services will be available on-site to tenants who consent to receiving such services.
- **Services Built on Relationships:** Preble Street staff will engage clients through non-judgmental relationship-building to develop a trusting, supportive, and collaborative relationship.
- **Collaborative Assessment and Planning:** Preble staff will make an individualized assessment that is based on the client’s self-identified strengths and needs and then will work collaboratively with the tenant to identify and enact solutions that promote independent living skills, housing stability, and wellness, among others.
- **Referrals to other Services:** Preble Street will use existing strategic partnerships to ensure comprehensive wraparound services are offered to clients. Examples of common services Preble Street commonly refers to are: outpatient medical support; primary care; mental/behavioral health; addiction treatment; and legal services.

Through its long history as a homeless services provider, Preble Street understands challenges clients may encounter. Some examples include:

- Challenges related to tenant guests could result in staff support for the tenant in setting boundaries with certain guests who present for entry;
- Challenges related to apartment cleanliness could be addressed by staff ensuring that the tenant has access to cleaning supplies, checking in regularly, helping with cleaning, supporting the tenant to coordinate inspections by the property manager, or getting an assessment for Personal Support Services; and
- Challenges related to mental health could be addressed through facilitation of connection to

a mental health provider, or local peer support services, or online resources related to mental health recovery.

b. Describe Agency's proposed staffing structure, including brief job descriptions, qualifications, and training that demonstrates it is qualified to provide the services.

Site-based Housing First Staffing: Preble Street's staffing model ensures that Housing First residents have access to services on site, 24/7/365. Preble Street is proposing to use CCHC HOME-ARP funds for caseworker services at the communities of Logan Place and Huston Commons. Preble Street will provide program oversight in-kind. Following are descriptions of key positions.

- **Caseworker** (2 positions at 0.5 FTE each). *Qualifications:* Bachelor's degree in social work or related field; familiarity with community services. *Job Description:* Assists tenants with housing goals and housing stability, engages with tenants, provides program coverage and maintains safety in program spaces, provides crisis intervention and support.
- **Supervisor** (2 positions at 0.1 FTE each). *Qualifications:* Master's or bachelor's degree in social work or related field; three to five years relevant experience. *Job Description:* Ensures the provision of high-quality services through the supervision of the direct service team, functional management of the program, and leadership of activities.
- **Program Director** (2 positions at 0.05 FTE, in-kind). *Qualifications:* Master's or bachelor's degree in social work, public administration, business administration or related field of study; and a minimum of 3 years working with homeless populations. *Job Description:* Performance and oversight of administrative functions, client services programming, and staff.
- **Program Administrator** (1 position at .05 FTE) *Qualifications:* Bachelor's degree in social work, public administration, business administration or related field or at least 3 years related experience. *Job Description:* Duties are related to the administrative functions of the program, including data collection reporting, and compliance; program scheduling and staffing; and client programming support.

Rapid Re-Housing Staffing: Preble Street is proposing to fund a part-time Rapid Re-Housing caseworker using HOME-ARP funds. Preble Street will provide program oversight in-kind. Following are descriptions of key positions.

- **Caseworker** (0.5 FTE): *Qualifications:* Education in social work or related field and relevant experience. *Job Description:* Provide housing-focused case management, including outreach and providing basic needs, housing navigation, connection to education and employments resources, and housing stability support.
- **Supervisor** (0.1 FTE). *Qualifications:* Master's or bachelor's degree in social work or related field; 3-5 years relevant experience. *Job Description:* Ensures the provision of high-quality services through the supervision of the direct service team, functional management of the program, and leadership of activities.
- **Program Director** (0.05 FTE, in-kind). *Qualifications:* Master's or bachelor's degree in social work, public administration, business administration or related field of study; and a minimum of 3 years working with homeless populations. *Job Description:* Performance and oversight of administrative functions, client services programming, and staff.
- **Program Administrator** (0.05 FTE) *Qualifications:* Bachelor's degree in social work, public administration, business administration or related field or at least 3 years related

experience. *Job Description:* Duties are related to the administrative functions of the program, including data collection reporting, and compliance; program scheduling and staffing; and client programming support.

All Preble Street direct service staff receive weekly supervision to ensure quality service delivery. Preble Street also considers equivalent or lived experience as part of what makes someone qualified for a position.

c. Describe how Agency will set forth a certification, selection, and waiting list process as described in the RFP. Please include experience developing and implementing a certification, selection, and waiting list process.

Preble Street has over 15 years of experience maintaining and managing a wait list for our Site-based Housing First programs. Since the CoC deployed the Coordinated Entry System (CES) about 2 years ago, Preble Street transitioned to utilizing CES, including Case Conferencing, for tenant identification, prioritization, and selection for our Housing First programs. This system includes specific assessment and wait list procedures and ensures that tenants coming into the Housing First program are those whose housing needs match the intensive level of housing support services available. Once identified for a unit, Preble Street works closely with Avesta Housing (as the Property Manager) and Portland Housing Authority and/or Maine State Housing Authority (as the supplier of the site-based Section 8 Vouchers) to certify the eligibility of the tenant prior to lease-up; Preble Street staff often provide support to the tenant in gathering necessary identification documents and accompanying potential tenants to meetings with the Portland Housing Authority.

Similarly, the Rapid Re-Housing Program transitioned to utilizing CES to fill open slots in the program when the CoC launched the process around 2 years ago. The CES works to identify eligible participants with the identified level of intervention and selects those households for enrollment. For clients who may be seeking diversion services, staff assess households in the moment as referrals come in to determine which household is dealing with the most time sensitive situation and prioritizes them for enrollment.

5. Budget and Financial Management

- a. **Operating Budget:** Preble Street is requesting \$175,359 in annual funding for HOME-ARP Supportive Services for a period of three years and a total request of \$350,718.55. Below is a summary annual operating budget for providing Supportive Services at two Site-based Housing First communities and via Preble Street's Rapid Re-Housing Program.

Expense Category	Total Annual Costs
Salaries and Benefits	\$115,523
Client Assistance Expenses (e.g., moving costs, rental assistance and security deposits, utility deposits, transportation)	\$31,596
Operating Costs	\$4,830
Travel	\$945
Total Annual Direct Costs	\$152,894
Indirect Costs	\$22,465
Total Annual Costs	\$175,359

Preble Street
CCHC HOME-ARP Supportive Services
Annual Operating Budget Detail and Narrative

PERSONNEL EXPENSES	FTE	# of Months	Unit Cost	Total	Narrative
SALARIES					This budget requests funds for 1.0 FTE total of caseworkers to provide direct supportive services to clients in two Site-based Housing First communities (Logan Place and Huston Commons) as well as 0.5 FTE of a caseworker in the Rapid Re-Housing Program. Funds are also requested for supervisory and program administrator staff.
Caseworker - Logan Place	0.50	12.00	\$ 4,180.80	\$ 25,084.80	Assists tenants in Site-based Housing First communities in meeting housing goals and maintaining housing stability, engages with tenants, provides program coverage and maintains safety in program spaces, provides crisis intervention and support.
Caseworker - Huston Commons	0.50	12.00	\$ 4,180.80	\$ 25,084.80	Assists tenants in Site-based Housing First communities in meeting housing goals and maintaining housing stability, engages with tenants, provides program coverage and maintains safety in program spaces, provides crisis intervention and support.
Caseworker - Rapid Re-Housing	0.50	12.00	\$ 4,007.40	\$ 24,044.40	Provides housing-focused case management, including outreach and providing basic needs, housing navigation, connection to education and employment resources, and housing stability support.
Supervisors	0.15	12.00	\$ 5,250.00	\$ 9,450.00	Ensures the provision of high-quality services through the supervision of the direct service team, functional management of the program, and leadership of activities. Funds are requested for 0.05 FTE of three supervisor positions to support each caseworker.
Program Administrators	0.10	12.00	\$ 4,333.33	\$ 5,200.00	Provides program administrative support including data entry, reporting and monitoring, and general program operations. Funds are requested to support .05 FTE of a Program Administrator for the Rapid Re-Housing Program and a total of .05 FTE combined for the Site-based Housing First programs.
Subtotal Salaries	1.75			\$ 88,864	
BENEFITS					
FICA @ 7.65%			\$ 88,864.00	\$ 6,798.10	
Preble Street Benefits Package @ 22.35%			\$ 88,864.00	\$ 19,861.10	Benefits include unemployment insurance, worker’s comp, health/dental, 403(b), and other.
Subtotal Benefits				\$ 26,659	
Subtotal Personnel Costs				\$ 115,523	

CLIENT ASSISTANCE EXPENSES	# of Clients	Frequency Per Client	Unit Cost	Total	Narrative
					All Client Assistance will be provided in compliance with HUD Notice CPD-21-10 VI.D.4.c
Rental Application Fees	15.00	1.00	\$ 40.00	\$ 600.00	Assumes need to support 15 clients with rental housing application fees at an average cost of \$40.00 each.
Rental Assistance and Security Deposits	13.00	1.00	\$ 1,500.00	\$ 19,500.00	Provides for security deposit and/or rental assistance for clients.
Utility Deposits and Utilities	5.00	1.00	\$ 300.00	\$ 1,500.00	Assumes need to support 5 clients with utility deposits or payment of arrears at an average cost of \$300.
Moving Costs	9.00	1.00	\$ 400.00	\$ 3,600.00	Provides moving costs for 9 clients at an average cost of \$400.
Food	6.00	1.00	\$ 300.00	\$ 1,800.00	Provides for meals or groceries for 6 clients at an average cost of \$300.
Transportation	15.00	12.00	\$ 25.00	\$ 4,500.00	Assumes transportation assistance (e.g., bus passes, rideshares, taxi) to facilitate appointments and casework for 15 clients per month, valued at \$25/month for 12 months.
Client ID's	7.00	1.00	\$ 13.75	\$ 96.25	Services include supporting tenants with acquiring identification as part of accessing housing and other services.
Subtotal Client Assistance Expenses				\$ 31,596	
OPERATING COSTS	# of FTE	# of Months	Unit Cost	Total	Narrative
Technology	1.75	12.00	\$ 180.00	\$ 3,780.00	Based on a cost of \$180/FTE/month. Costs associated with technology include: hardware maintenance and upgrades, software licensing (inclusive of payroll and security software), website maintenance, and network administration. Costs are directly used by programs to carry out the services and are allocated according to Preble Street Policy.
Other Program Operating Costs	1.75	12.00	\$ 50.00	\$ 1,050.00	Based on a cost of \$200/FTE/month with 25% of costs applied to this funding source and Preble Street providing the remainder of costs as in-kind. Costs include cell phone subscriptions, occupancy, staff recruitment, office supplies, etc. Costs are directly used by programs to carry out the services and are allocated according to Preble Street Policy.
Subtotal Operating Costs				\$ 4,830.00	
TRAVEL					
Staff Travel	112.50	12.00	\$ 0.70	\$ 945.00	Assumes average travel of 75 miles/month/caseworker FTE to attend meetings and trainings. Preble Street uses the federal mileage reimbursement rate of \$0.70/mile.
Subtotal Travel				\$ 945	
TOTAL DIRECT COSTS				\$ 152,894	

INDIRECT COSTS @ 25.28% on Salaries and Wages				\$ 22,465	Preble Street has a provisional ICR pending with the Department of Veterans Affairs for 7/1/2025-6/30/2027. Until we have that provisional rate, the VA has instructed Preble Street to use our recently finalized FY23 rate of 25.28% applied to Salaries and Wages. Once our new provisional rates are finalized, we will communicate with the City of Portland and determine whether or not a budget revision is necessary.
TOTAL ANNUAL COST				\$ 175,359	

Order 154-22/23

Passage: 9-0 on 3/20/2023

Effective 3/30/2023

KATE SNYDER (MAYOR)
APRIL D. FOURNIER(A/L)
PIOUS ALI (A/L)
ROBERTO RODRÍGUEZ (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
REGINA L. PHILLIPS (3)
ANDREW ZARRO (4)
MARK DION (5)

ORDER APPROVING
THE HOME AMERICAN RESCUE PLAN ALLOCATION PLAN

ORDERED, that the HOME American Rescue Plan Allocation Plan, attached hereto, is hereby approved in substantially the form attached hereto; and

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

CUMBERLAND COUNTY HOME CONSORTIUM

HOME – ARP PY21 Allocation Plan



HOME-ARP TABLE OF CONTENTS

Introduction	1
Consultation	2
Public Participation	11
Needs Assessment and Gap Analysis	12
HOME-ARP Activities	29
Use of HOME-ARP Funding	29
HOME-ARP Production Goals	31
Preferences	31
HOME-ARP Refinancing.....	32
Appendices	
Appendix A (Consultation Participants)	
Appendix B (Public Outreach)	
Appendix C (SF 424 and Certificates)	

HOME-ARP ALLOCATION PLAN

INTRODUCTION

The American Rescue Plan (ARP) Act, which was the most recent federal relief package created to assist states, counties, and local governments to address the negative economic effects of the Coronavirus pandemic, appropriated funds for the U.S. Department of Housing and Urban Development (HUD) to distribute under the HOME Investment Partnership Program (HOME) in Federal Fiscal Year 2021. The City of Portland / Cumberland County HOME Consortium Participating Jurisdiction (PJ) received a total allocation of \$3,594,143 in HOME-American Rescue Plan (HOME-ARP) funds. These funds are to be distributed by the City of Portland / Cumberland County HOME Consortium in accordance with this Allocation Plan.

This plan was created utilizing the HUD CPD template provided, including questions and tables, as well as the requirements for the HOME-ARP allocation plan, as described in Notice CPD-21-10: *Requirements of the Use of Funds in the HOME-American Rescue Plan Program*, unless noted as optional. Also submitted with this plan are the SF-424, and the related certifications. References to “ARP” mean the HOME-ARP statute at section 3205 of the American Rescue Plan Act of 2021 (P.L. 117-2).

The HOME-ARP program is intended to serve four types of qualifying populations: 1. Homeless; 2. At-Risk of Homelessness; 3. Fleeing Domestic Violence, Dating Violence, Stalking or Assault; 4. Other populations. More information on the four qualifying populations will be described within this Allocation Plan but the complete definitions can be found in HUD CPD Notice 21-10.

The HOME-ARP program can be used to fund the following eligible activities. Rental housing development, tenant based rental assistance, supportive housing services, non-congregate shelter development, operating and capacity building expenses for non-profits undertaking HOME-ARP activities, and administration expenses related to implementing HOME-ARP funded programs. A description of each of these activities can be found in HUD CPD Notice 21-10.

The following Allocation Plan will describe the City of Portland / Cumberland County HOME Consortium’s process for consulting with required groups, impacted populations, service providers, public agencies, and other organizations. This plan will also summarize information gained from these consultations, review the current conditions, and assess the needs and gaps for qualifying populations within Cumberland County. Finally, this plan will describe the process for determining the most effective uses of the HOME-ARP allocation. The allocation of these funds to specific projects or programs requires first posting a draft of the plan for public comment and submitting the HOME-ARP Allocation Plan to the U.S. Department of Housing and Urban Development (HUD) for review and approval. Once approved by HUD, the City of Portland / Cumberland County HOME Consortium will release one or more RFPs for specific types of projects and/or programs needed to address the identified needs.

CONSULTATION

Before developing the Allocation Plan, the City of Portland and Cumberland County consulted with a diverse group of organizations and stakeholders serving the qualifying populations. As required under HUD CPD Notice 21-10, Section V.A, the City of Portland and Cumberland County's consultations included the following:

- Maine Statewide Continuum of Care
- Homeless Service Providers
- Domestic Violence Service Providers
- Veterans Groups
- Public Housing Authorities
- Public Agencies that Address the Needs of Qualifying Populations
- Public or Private Organizations that Address Civil Rights and Fair Housing
- Public or Private Organizations that Address the Needs of Persons with Disabilities

The Greater Portland Area is known state-wide as the hub for services addressing the needs of many HOME-ARP qualifying populations. Because of this, MaineHousing asked the City of Portland/Cumberland County HOME Consortium to jointly participate in a series of six virtual HOME-ARP stakeholder meetings. Each meeting was designed to ensure that all required consultations were included and all qualifying populations were covered. In addition to these six meetings, the City of Portland and Cumberland County conducted an additional three virtual stakeholder meetings specifically to discuss the qualifying populations in Cumberland County. Each meeting included an overview of the HOME-ARP program parameters, expected allocation, and projected timeline. In an effort to include the general public, the City of Portland and Cumberland County held a virtual meeting open to all interested parties. Finally, the City of Portland and Cumberland County held one on one discussions via email and telephone with the Maine Continuum of Care, Homeless Service Providers, Domestic Violence Service Providers, and Public Housing Agencies in an effort to ensure all required information was collected. All consultations, whether in a group setting or one-on-one encouraged an open dialogue about the needs, gaps, and suggested best uses of the HOME-ARP funds to address these needs for specific qualifying populations.

The following table includes a list of all formal consultations, type of agency, consultation method, and feedback:

Agency/Org Consulted	Type of Agency/Org	Method of Consultation	Feedback
Maine Shelter Network	The Network is currently composed of 20 or so active participating agencies. Participants are Executive Directors of single adult shelters, family shelters, shelters for	10/19/2021 Virtual Meeting	More units of affordable housing split between supportive and non-supportive units. Non-supportive units are needed. Mixed use of affordable housing comprised both of permanent supportive units and non-congregate shelters. There is a need for more non-profit housing providers. Create

	domestic violence families, substance use shelters and youth shelters.		more transitional housing. More S.R.O.s are needed. Additional supportive units for youths sharing space with a roommate (a best practice). Additional medium tiered housing. More shelter beds in rural areas. More navigators. Tiny homes that are handicap accessible. Additional low barrier units. Additional workforce housing.
Maine Continuum of Care (MCoC)	Continuum of Care	10-21-2021 Virtual meeting with 59 people attending	Continue with rental assistance. Fund Security Deposit Assistance. Landlord outreach to address landlord fear. Supplement income gaps with rental assistance. LIHTC Housing that is welcoming to the homeless population and voucher holders. More affordable housing units are needed. Fund Rapid Re-Housing and wrap around services with additional funds for more outreach workers. Use funds to rehab buildings. Fund housing for low income population with relaxed criteria.
Advocates and People with Lived Experience	Group of people with lived experience of homelessness and their advocates.	10-22-2021 Virtual meeting with 13 people attending	Work with local landlords to repair and bring units to code. Purchase hotels in different areas of the state, add cooking ability to each room making it an efficiency. Create supportive and emergency housing units. Need additional warming centers. Look for old schools, stores and other empty buildings that can be quickly renovated. Hire temp staff to help shelters advocate for the homeless. Fund Rapid Re-Housing. Implement and enforce that landlords can't discriminate against voucher holders. Use funds to help with cost for applying for rentals, background checks and credit checks. More navigators. Help with funds for required paperwork for HCVs (birth

			certificates, ID cards and other documents). More houses that people can afford to rent and maybe someday buy.
Developers and Community Action Agencies	Mixed group of people representing developers, providers and Community Action Agencies	10-27-2021 Virtual meeting with 24 people attending	Need more affordable units; develop additional LIHTC units. Build shelters with more capacity, provide additional training for shelter staff. Increase the amount of PSM in areas where there are no shelters, especially the rural areas of the state. Create housing for long term stayers (who tend to be single adults). There is a need for larger units for multi-generational living and large families.
Homeless Veterans Action Committee	Homeless Veterans Action Committee is the Veterans Committee of the Maine Continuum of Care (MCOC)	11-2-2021 Virtual meeting with 20 people attending	Use funding to combat the lack of affordable units. Construct affordable, safe and quality housing. Purchase hotels. Develop a project that has units accepting VASH and people with mixed incomes for Veterans. Use funding for a project that has a portion of the units accepting project-based vouchers, a portion for people who need support services and a portion that provides non-congregant shelter beds.
Public Housing Authorities	Public Housing Authorities from across the State of Maine representing both urban and rural areas.	11-5-2021 Virtual meeting with 20 people attending	Create more supportive housing with low barriers and access to services. Assist with operating costs of long-term tax credit development projects. Create housing that provides an interim stage/setting for people between shelters and permanent housing that provides support and assist in helping people become ready for permanent housing. Use funding for housing stability-more funding for wrap around services and housing navigation. Invest money into a statewide network for eviction prevention and diversion. Low interest loans to PHAs to assist in the purchase of 4-

			8 unit buildings. More PHA loan subsidies to assist with their buying units for VASH tenants.
Emergency Shelter Assessment Committee (ESAC)	ESAC is a collaborative of service providers, consumers, local and state governmental representatives, advocates, and other interested community members working to ensure the safety and well-being of people who are homeless in Portland.	12-6-2021 Virtual meeting with 20 people attending	While the presentation largely focused on explaining the HOME-ARP funds, eligible uses, and qualifying populations, there was opportunity for general feedback and there was specific interest in using these funds for housing and supportive services.
Maine Continuum of Care/Advocates for the Homeless/Maine Shelter Network	Service providers and representatives from local and state agencies.	1-11-2022 Virtual meeting with 12 people attending	Need more rapid re-housing initiatives to secure housing. Should develop some type of family housing with supportive services. Housing that remains affordable is needed. The populations of individuals that struggle with substance use and mental health issues are struggling with finding housing. These longest-term stayers would benefit from low barrier non-congregate care. Build or acquire housing with support services. Permanent housing is the ideal. Renovating hotels may be quicker and would be a low barrier solution. Emergency hotels are an absolute critical need. Renovate hotels with cooking facilities. Housing for the homeless is a critical need. Support creation of affordable housing for people with disabilities
The Opportunity Alliance	Emergency Shelter Provider	1-11-2022 Email	Interim motel or shelter supports for emergency shelter placement when necessary and no other resources are readily available. Programs such as Emergency Rent Relief and General Assistance are experience extremely high volume of housing emergencies and there are times when there are no

			other options for shelter at the moment – and there needs to be another ‘emergency access’ from anywhere from 1 night to 30 days to give time to secure other potential resources, when no other exists. Fund more hands-on housing navigators to help work with and support housing stability work. There are way too many in need to sustain housing and not enough to help navigate.
Developers and Advocates for Public Housing	Mixed group of people representing developers, service providers, public housing authority and representatives from local and state agencies.	1-14-2022 Virtual meeting with 18 people attending	There are no units available. Need supportive services. Need mental health centers. Best way forward is to pair it with LIHTC for Homeless units/Mental Health Services. This is an opportunity to support programs such as workforce housing and housing first. Need more housing units.
Publicly noticed meeting facilitated by the Cumberland County HOME Consortium	Participating Jurisdiction	2-8-2022 Virtual public meeting with 35 people attending	The biggest barrier is finding landlords that will accept Section 8 vouchers. Need wrap around services. Need supportive services for behavioral health issues as well as outreach services. Need to provide services for people who are resistant to aggregate care. Need to move people out of hotels and into: (1) tiny houses, mobile homes, and shipping containers; (2) housing in unused buildings that would need retrofits (empty malls, military bases or condemned property). Should provide a safe and supportive environment where people can transition away from addiction and grow toward developing a meaningful and productive life for themselves. Would like to see supportive housing (with mental health services). Need permanent housing. Need for production is acute.
City of Portland	Social Services Division of Health	9-16-2022	Provided data consisting of: project type, organization name, project

	and Human Services Department	Email	name, year-round beds, and overflow bed data regarding emergency shelter, transitional housing, rapid re-housing, and permanent supportive housing in Cumberland County.
Through These Doors	Domestic Violence Shelter	10-28-2022 Email	Provided qualifying population demographics regarding emergency shelter and transitional housing programs offered by Through These Doors.
MaineHousing		11-1-2022 Email	Provided qualifying population demographics regarding emergency shelter, transitional housing, rapid re-housing, and permanent supportive housing in Cumberland County. Provided PIT demographics for Cumberland County.
Preble Street		11-9-2022 11-18-2022 Email	Confirmed bed count and provided gap number of beds needed for adults and youths. Also provided the age range, average age, gender ID ratio, and race/ethnicity status per property. Noted, the most striking trend is the increase in asylum-seeking youth from African countries.
Community Housing of Maine		11-17-2022 Email	Provided data consisting of: property location, apartment size, family size, adult/children count, sex, and gap in service delivery per property.
Portland Housing Authority	Public Housing Authority	11-22-2022 12-6-22 Email	Provided data regarding PBV and HCV. Also noted; we do have unmet needs for Households exiting Homelessness – from the Applicant stage to Lease-up. At Application: It is very challenging for folks to get on our waitlist and not be purged from the list due to not being able to locate them. At Intake: For the small number that make it off the list and to our Intake we have found a very small number of them are able to complete our basic eligibility process. At lease-up: If we are able to find them and get the Voucher to

			them – they now have to find a unit in a highly competitive market. Although we have generous eligibility requirements for the Voucher, landlords can select out these folks in three typically ways – all of which are significantly exaggerated when homeless. Once Leased: Should the Individual make it through all of these hurdles to this point – they are now moving into a unit without furnishings, have a disproportionate likelihood of bringing pest issues – many times from the Homeless Shelter, to fairly and consistently provide affordable housing to the unhoused population we need funding for staff to walk them through each of these processes listed above. We need funding for staff and flex funding to make utilization of these Vouchers happen. If not – the individuals who are less needy in many ways end up being the ones that are able to utilize them. We have tested this theory with FYI and EHV Vouchers and have been very successful. When staff and flex funds are allocated we have more success. We find this only works when the staff are working under the Housing Authority
Milestone-Recovery	Provides outreach and community support to individuals experiencing homelessness concurrent with substance use or mental health disorders; operates Substance Use Homeless Shelter along with a program to transition	12-6-2022 Email	The most urgent unmet need of Milestone’s qualifying population is emergency homeless shelter capacity. Our emergency shelter is currently operating at full capacity of 36 beds per night, and still experiences significantly higher demand than we can meet. In the last several months we have been forced to turn away an average of 10-15 qualified individuals seeking shelter each night, and the need is only expected to intensify as we move into the depths of winter.

	clients out of chronic homelessness and into permanent, stable housing; and offers treatment programs directed at low-income individuals, including those experiencing homelessness.		Most broadly, the largest unmet systemic need for the Housing Navigator Program is the short supply of affordable housing in the community, especially housing programs that employ a housing-first model to substance use.
Shalom House		12-9-2022 Email	Confirmed property locations and headcount.
Westbrook Housing	Public Housing Authority	12-21-2022 In-Person Meeting	Need for more housing across all income levels and age groups. There is a need for funds to pay for ongoing supportive services, not just when the housing is first built but for many years to come. It's harder to find ways to build this type of housing than to build senior or even family affordable housing units. It's harder to build supportive housing outside of the Greater Portland area because the supportive services just aren't accessible by the tenants.
Tedford Housing	Provides emergency homeless shelter, supportive housing for previously homeless families and individuals as well as homeless prevention services.	1-23-2023 Email	There is a need for more support and emergency housing (shelters). We are all straining to serve clients and there are very few revenue streams, including ARPA funds, to support emergency housing. Lots of money is being thrown at supportive housing, but where are people supposed to go in the meantime. Funding for hotel rooms could have been put into real solutions to assist people experiencing homelessness or at risk, like support for shelters, case management, facility renovation and new construction for emergency, transitional and permanent supportive housing.
City of Portland	Social Services	1-25-2023	Simply put, there are not enough

	Division of Health and Human Services Department	Email	affordable units to meet the number of individuals seeking permanent housing. Many hotels are not interested in working with GA offices for temporary emergency shelter for a number of reasons. Many hotels require security deposits that GA typically cannot assist with, and many hotels require valid ID's and credit cards to make reservations which are not something that most have. Priorities needs include shelter/housing/rental assistance, food and non-food items, medications, and assistance with utilities. This program of last resort has met many, many people's basic needs throughout the pandemic, but the needs are growing as more new arrivals present, and as inflation/rent rises so do the number of applications with our GA office.
United Way of Southern Maine	Social Services Agency	1-27-2023 Email	Provided ERA data within Cumberland County
Westbrook Housing Authority	Public Housing Authority	1-30-2023 Email	Provided PBV and HCV program numbers for the City of Westbrook

Summary of Feedback

Through the City of Portland and Cumberland County's HOME-ARP consultation process, there were several reoccurring themes across multiple type of agencies working with various qualifying populations. The most common theme was the need for permanent housing. The types of housing needed included permanent supportive housing, housing for hard-to house populations such as individuals with felony records and substance use disorders, housing for specific populations such as veterans, DV victims, seniors, families, and persons with mental and physical disabilities. Affordable housing across all family sizes and income levels is needed. In addition to the need for more affordable housing units, the need for increased capacity in the level of supportive services being offered throughout Cumberland County, particularly in the Greater Portland Area, was a common theme.

Based on the feedback provided through the consultation process, the City of Portland and Cumberland County HOME Consortium have concluded that there is not enough evidence available to justify offering preferences or prioritizing of one HOME-ARP

qualifying population over another. At this time a clear referral process has not been identified and the CoC coordinated entry system has been eliminated as the referral method without modification to remove embedded prioritization. The City and County are committed to ensuring that all proposed projects and activities are open to all HOME-ARP qualifying populations. If in the selection of a specific project or activity, a preference or limitation of eligibility is required, a substantial amendment of the HOME-ARP Allocation Plan will be submitted to HUD for review and approval.

PUBLIC PARTICIPATION

Summary of Public Participation Process

In accordance with Section V.B of the Notice, The City of Portland / Cumberland County HOME Consortium provided for and encouraged citizens to participate in the development of the HOME-ARP allocation plan. Before submitting the HOME-ARP Allocation Plan, the HOME Consortium provided Cumberland County residents with reasonable notice and multiple opportunities to comment on the proposed HOME-ARP allocation plan. The City of Portland and Cumberland County ensured that the public comment period and public hearings adhered to the City and County's respective citizen participation plans. The following public participation process was followed:

- Public Notice: Portland Press Herald 2/3/2023 and correction notice on 2/7/2023
- Public Comment Period: 2/8/2023 through 3/10/2023 – 30 Days
- Public Hearings:
 - Cumberland County Commissioners Meeting- 2/13/23- 5:30pm (In-person)
 - City Housing & Economic Dev. Committee 2/21/23 – 5:30pm (Remote)
 - Cumberland County Commissioners Meeting – 3/13/23 5:30pm (In-person)
 - City of Portland City Council Meeting- 3/20/23 5:00pm (In-person and Remote)

Please see Appendix B for a copy of the public notices and images of the public notices posted in various locations.

Efforts to Broaden Public Participation

As mentioned above, before the creation the HOME-ARP Allocation Plan, the City and County began to engage with citizens in the preparation of this Allocation Plan. The Portland Press Herald, the largest newspaper in Maine ran a story to help spread the word that the City and County are seeking public input. Additionally, the Press Herald highlighted the City and County's virtual public listening session under their list of events happening in Cumberland County.

Once the Allocation Plan was created, the City and County made efforts to promote the plan beyond the required public notice in the newspaper. The full draft of the HOME-ARP Allocation Plan was made available on the City of Portland and Cumberland County's Community Development pages, under a labeled section called "Plans and

Reports”. Both the City of Portland and Cumberland County promoted the report through social media pages. The City of Portland promoted the report through a listserv “CityNews” blast with 5,500 subscribers. The County promoted the Allocation Plan through a County Newsletter that is delivered to 60 elected officials, Town/City Managers, and interested parties throughout all 27 Cumberland County municipalities.

Please see Appendix B for screen shots and copies off public outreach.

Summary of Comments and Recommendations

Once the public comment period and public hearings are complete, staff will summarize all received comments and recommendation and add them to this section.

Summary of Comments or Recommendations not accepted

Staff anticipate accepting all comments. If a comment or recommendation is not accepted, staff will explain the reason in this section.

NEEDS ASSESSMENT AND GAP ANALYSIS

Qualifying Population Size and Demographics

A full description of each qualifying population can be found starting on page 3, under Section IV. of the HUD CPD Notice 21-10.

<https://www.hud.gov/sites/dfiles/OCHCO/documents/2021-10cpdn.pdf>

The following is only a brief description of the four qualifying populations follows:

- Homeless
 - lacking fixed/regular and adequate nighttime residence
 - Nighttime residence is not designed for ordinary sleeping accommodations
 - Living in public/private shelter or commercial lodging
 - Will lose nighttime residence:
 - Within 14 days
 - Lacks support network needed to obtain new housing
 - Unaccompanied youth (under 25) or families with children which:
 - Defined by HUD as Runaway, DV or McKinney-Vento
 - Not had lease or ownership in permanent housing within 60 days
- At-Risk of Homelessness
 - Annual income below 30%AMI as defined by HUD
 - Not had lease or ownership in permanent housing within 60 days
 - Has been notified in writing of eviction
- Fleeing or attempting to flee Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking
- Other Populations
 - Families requiring services or housing assistance to prevent homelessness
 - At greatest risk of homelessness
 - Annual income less than 30%AMI
 - Cost burden of 50% monthly household income

- Veterans and families that include a veteran family member

In accordance with Section V.C.1 of the Notice, the following sections will describe the size and demographic composition of all four qualifying populations within the geographic boundaries of the City of Portland / Cumberland County HOME Consortium. The City and County made great efforts to use current data, such as the point in time count, housing inventory counts, and data available through the CoC and MaineHousing in the creation of the following sections.

Homeless as defined in 24 CFR 91.5

On December 8, 2022, MaineHousing confirmed 1,921 people in Cumberland County were counted as either receiving general assistance from the City of Portland, receiving Emergency Rental Assistance, or included in the Maine HMIS (Homeless Management Information System) database. The following demographics were identified for the subcategories; (A) Household with children and Households without children receiving general assistance to pay for hotels/motels; (B) Households with children and Households without children receiving rental assistance; and (C) Households with children and Households without children in shelters.

	Households with Children				Households without Children		
	A	B	C		A	B	C
Households	187	154	30		209	126	284
people	647	509	84		250	147	284
under 18	334	270	38		0	0	0
18 to 24	15	36	5		23	12	35
over 24	298	203	41		227	135	249
Female	337	283	48		85	41	76
Male	310	224	35		149	10	199
non-binary	0	3	1		0	2	5
Transgender	0	0	0		0	1	4
Questioning	0	0	0		16	1	0
NonHispanic	647	488	84		239	141	270

Hispanic	0	21	0		11	6	14
Total	647	509	84		150	147	284
Am Indian/Indigenous	0	3	0		3	2	4
Asian/Asian Am	0	0	0		2	1	4
Black/Af Am/African	647	168	64		36	21	71
Hawaiian/Pacific	0	0	-		1	1	0
White	0	300	18		198	117	201
Multiple	0	39	2		9	5	4
Total	647	509	84		249	147	284
Chronic Hh	0	28	1				
Chronic persons	0	103	2		0	42	79

Source: MaineHousing 12-8-22

Within the homeless population of Cumberland County, people of color are significantly over-represented. In a county where people of all races other than white make up only 14% of the overall population, people of color represent approximately 57% of the homeless population in Cumberland County. This is especially true in the case of black individuals who account for about 52% of individuals experiencing homelessness. There has been a fairly significant increase in the percentage of black individuals within the homeless system during the past few years, partially due to an influx of African Asylum-seeking families who have been served through the homeless response system.

At Risk of Homelessness as defined in 23 CFR 91.5

Those most at risk of homelessness in Maine are renter households within 30% of Area Median Income. There are an estimated 23,726 renter households within this income range. The following charts include the demographics of this group of renters.

Renter-Households- Race/Ethnicity	At-Risk of Homelessness: 0% - 30% AMI Renter HH w/ 1 or more severe housing problems		Cumberland County	
	#	%	#	%
Total Renter Households	23,726	8.3%	37,027	33.3%
White alone, non-Hispanic	18,220	7.0%	32,764	88.5%
Black or African	2,858	33.5%	2,206	6.0%

American alone, non-Hispanic				
Asian alone, non-Hispanic	886	13.9%	912	2.5%
American Indian or Alaska Native alone, non-Hispanic	127	15.7%	132	0.4%
Pacific Islander alone, non-Hispanic	0	0.0%	6	0.0%
Hispanic, any race	793	13.4%	781	2.1%

Source: 2020 ACS 5-year estimate S1701; 2016-2020 ACS 5-year estimate S2502

Poverty, housing instability, and cost burden are characteristics of Maine's low-income families most at risk of becoming homeless. The Maine Continuum of Care has identified the following factors associated with housing instability and increased risk of homelessness: insufficient rental assistance options; eviction; family conflict; unemployment; behavioral health challenges, including substance use disorder; and lack of affordable units. Among single individuals, mental and physical disabilities combined with chronic health conditions and addictions are a much larger factor in a person's risk for becoming homeless.

Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking as defined by HUD in CPD Notice 21-10

From October 1, 2021 through September 30, 2022, Through These Doors Domestic Violence Shelter served 78 adults and 37 children for a total of 115 individuals in Cumberland County. The following chart provides demographic information for this group. However, it is important to note that Through These Doors had 500 requests for shelter. The numbers on the below chart only capture those who were able to secure a bed through the domestic violence shelter.

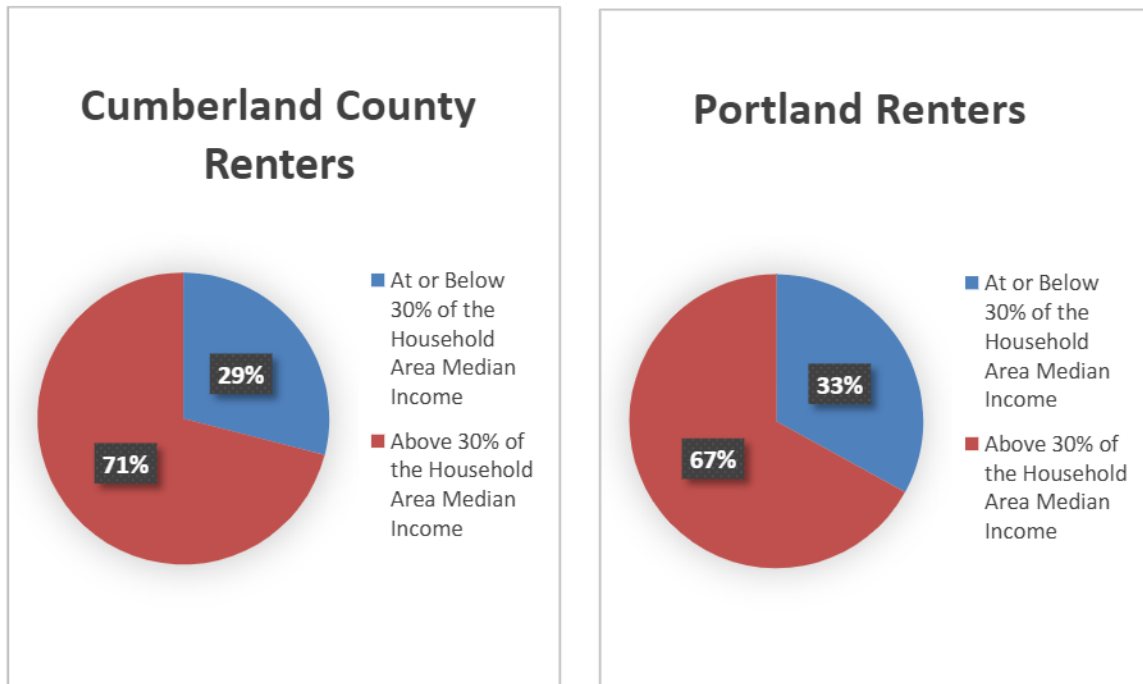
	Family Beds		
	Adult	Children	Total
Adults Total	78	37	115
Beds Total	78	37	115
Age			
0-6		22	22
7-12		11	11
13-17		4	4
18-24	3		13
25-29	70		70
60+	5		5

Gender			
Female	72	17	89
Male		19	19
Transgender	1	1	2
Questioning gender	1		1
Unknown	4		4
Race			
Black or African American	6	10	16
American Indian/Alaska Native	1	1	2
Asian	1	1	2
Hispanic or Latino		7	7
Native Hawaiian/ Other Pacific	3		3
White	42	16	58
Unknown / Other	25	2	27

Source: Through These Doors Domestic Violence Shelter 10 1-21 9-'0-22

Other populations requiring services or housing assistance to prevent homelessness and other populations at greatest risk of housing instability, as defined by HUD in the Notice

Defining the size and demographic of the 'Other populations' category is a difficult task. A common characteristic among many individuals requiring services or housing assistance to prevent homelessness and other populations at greatest risk of housing instability is often income level. According to Comprehensive Housing Affordability Strategy (CHAS) data, utilizing 2015-2019 ACS data, 33% of Portland renters and 29% of Cumberland County renters have household incomes less than or equal to 30% of the household area median family income. Twenty-two percent (22%) of Portland renters and 21% of Cumberland County renters spend between 30% and 50% of their household income on housing costs.



Milestone Recovery operates a program called the Homeless Outreach and Mobile Engagement (HOME) Team, which provides outreach and community support to individuals experiencing homelessness concurrent with substance use or mental health disorders in Portland and South Portland. Milestone also operates Southern Maine's only Substance Use Homeless Shelter, along with a Housing Navigator Program to transition clients out of chronic homelessness and into permanent, stable housing, along with both short-term and long-term substance use treatment programs directed at low-income individuals, including those experiencing homelessness.

The following charts provide demographic information for the HOME Team as of December 20, 2022.

	Number	Percentage
Female	108	22.6%
Male	366	76.6%
non-binary	0	
Transgender	3	.6%
Client Refused	1	.2%
Total	478	100%
Non-Hispanic/Non-Latino	462	96.66%

Hispanic/Latino	13	2.71%
Client does not know	2	.42%
Client refused	1	.21%
Total	478	100%
Am Indian/Indigenous	12	2.50%
Asian/Asian Am	0	0.00%
Black/Af Am/African	43	9.00%
Hawaiian/Pacific	5	1.00%
White	411	86.00%
Client does not know	6	1.30%
Client Refuses	1	.20%
Total	478	100%

Source: Milestone Recovery HOME (Homeless Outreach and Mobile Engagement)

Identification and consideration of current resources available to assist qualifying populations under congregate and non-congregate shelter units, support services, TBRA, and affordable and permanent supportive rental housing.

Congregate & Non-Congregate Shelter Units

- The City of Portland's Health and Human Services Department, Social Services Division operates the Oxford Street Shelter and Family Shelter. The Oxford Street Shelter (OSS), the largest emergency shelter in the State of Maine, is open 24 hours, 365 days a year, and provides safe, temporary, low-barrier housing for homeless adults. OSS served 612 men, 200 women, and 6 transgender individuals for a total of 818 unduplicated individuals in PY2020. The Family Shelter is the largest shelter for families in the State of Maine. The Family Shelter provides temporary housing to families with children under the age of 18, offering both preventative services for families at risk of experiencing homelessness and support services to assist families in locating housing and achieving stability. The Family Shelter provided shelter for 98 families consisting of 327 individuals for a total of 30,028 bed nights. In addition to operating the OSS, the Family Shelter, temporary emergency shelter, a non-congregate hotel for overflow emergency shelter, and providing assistance to area hotels for those referred to General Assistance, the Social Service Division also operated a quarantine shelter for all other Greater Portland Shelters. The City of Portland has 152 year-round emergency shelter beds for adults and children; 134 emergency shelter beds for adult-only households; and 24

shelter beds for unaccompanied youth. An additional 164 voucher/seasonal overflow emergency shelter beds are available in Portland for households with only adults.

- Tedford Housing in Brunswick operates an adult and family shelter with a capacity of 12 adults and 6 households respectively. During fiscal year 2021-2022, 55 individuals and 58 family members were sheltered by Tedford. Their homeless prevention services assisted 145 individuals and family members while 79 individuals and family members were provided supportive housing. 234 individuals and family members were provided with emergency home heating assistance by Tedford Housing's Warm Thy Neighbor program. In May of 2022, Tedford Housing purchased land in Brunswick for a new emergency housing facility for adults and families. The new building will include twenty-four adult guest beds and ten apartment-style units. The proposed single new facility incorporates separate, secure wings for the adult and family emergency housing facilities with a total of 64 emergency housing beds. The family apartment units will contain four beds each, as well as living and dining spaces in each unit. The adult wing will include shared dormitory spaces that will provide beds for a maximum of 24 individuals. The building will provide a kitchen, dining area and living room for guests in the dormitory style rooms. The new building will replace existing aging facilities.
- With homelessness defined as an emergency under General Assistance statutes, 1,514 unduplicated householders were placed into area hotels utilizing General Assistance vouchers. There are 180 families totaling 607 individuals currently residing in GA funded hotels who are experiencing homelessness. Due to the large number of people presenting for shelter, individuals are immediately sheltered in hotels paid by General Assistance before moving into the Family Shelter as space becomes available. The ESG program has an estimated five-year plan (minus administration) of \$757,636.

Supportive Services

The Portland Community Health Center offers an Integrated Behavioral Health program that is designed to bring adults into treatment who are experiencing homelessness and are suffering from co-occurring mental health and substance use disorders. The City has also added a full-time case manager to work with families experiencing homelessness, resulting in locating permanent housing placements with follow up case management and tenant education services. Preble Street Support Services receives funding from the Veterans Administration to prevent and end homelessness among veterans. Tedford Housing provides permanent supportive services through three locations within Cumberland County that serve a total of thirteen adults and six families. Milestone Recovery operates a program called the Homeless Outreach and Mobile Engagement (HOME) Team which provides outreach and community support to individuals experiencing homelessness concurrent with substance use or mental health disorders in Portland and South Portland. Milestone also operates Southern Maine's only Substance Use Homeless Shelter, along with a Housing Navigator Program to transition clients out of chronic homelessness and into permanent, stable housing, along with both short-term and long-term substance use treatment programs directed at low-income individuals, including those experiencing homelessness. Amistad, a Portland-based nonprofit organization, and Portland Downtown (a 501c4) have created a Peer Outreach Worker program. This program will allow a peer outreach worker to connect with clients that live with mental illness, oftentimes co-occurring substance-use disorders,

and oftentimes experiencing homelessness. The outreach worker will then collaborate with the Milestone Recovery, the City's shelters, local hospitals, and Portland Downtown businesses to get the client the services they need. The Preble Street Joe Kreisler Teen Shelter provides 16-24 beds unaccompanied youth ages 12-20. The shelter provides safe, clean overnight accommodations in a secure building, showers, bathrooms, laundry facilities, towels, and personal hygiene products, community living areas, light breakfast and snacks. Additionally, staff responds to the crisis that lead to homelessness, provides referrals, and links youth to necessary services including substance use, counseling and medical facilities.

Affordable Rental Housing- Portland and Cumberland County have formed a HOME Consortium to receive an annual allocation of HOME Investment funds through the U.S. Department of Housing and Urban Development. HOME funds are used for the creation of affordable housing development throughout Cumberland County and within Portland. Since 2011, \$2,574,887 has been allocated for the construction of 563 low-income rental housing units within Cumberland County. Since 2000, \$10,509,084 in HOME funds, \$1,384,359 in CDBG funds, and \$2,963,584 from the local Jill C. Duson Housing Trust Fund have been allocated for the construction of 1,361 units of low-income housing and 38 single-occupancy units in Portland. Eleven units (six in Portland and five additional units within Cumberland County) are affordable to low-income households through the assistance of HUD Project Based Rental Assistance (PBRA). 74 units (thirty-nine in Portland, and thirty-five in Cumberland County) make use of the Low-Income Housing Tax Credit Program (LIHTC). In 22-23, \$136,392 of HOME funding was earmarked to support 96 individuals at risk for homelessness through tenant-based rental assistance.

Homelessness Diversion Services- In 2022, 500 persons were assisted through Homeless Prevention services in Greater Portland. The Oxford Street Shelter, through the Emergency Shelter Grant, prevented eight individuals from becoming homeless. In PY2020, 190 individuals received a wide range of comprehensive housing related services, including full assessments to identify barriers to housing and housing stability, connection to appropriate mainstream resources in the community, employment and training opportunities, and at least three months of follow-up services after housing placement. Of the 152 individuals enrolled in the program this year, 30 individuals were rapidly re-housed, 49 families or 152 individuals received essential services, and eight individuals were prevented from becoming homeless.

Rapid Rehousing Services- The goals of the ESG program are 1) to help people who become homeless by quickly moving them into permanent housing and 2) to prevent individuals and families becoming homeless. By using ESG in the shelters and community it helps ensure individuals and families do not become Long Term Stayers. Of 152 individuals enrolled in the program, 30 were rapidly re-housed, 49 received essential services, and 8 individuals were prevented from becoming homeless. The Oxford Street Shelter staff located permanent housing for 102 homeless individuals (79 men and 23 women, including six Veterans and 37 chronically homeless individuals). The Family Shelter placed 73 families into permanent housing without a subsidy, reunified six families with other family members, secured a Shelter+Care Subsidy for 8 families, and secured four families a Housing Choice Subsidy.

Emergency Rental Assistance- One of the goals of the City of Portland's Emergency Solutions Grant program is to provide prevention services to individuals facing

homelessness in the community. PY 20/21 allocated \$16,363 in homeless prevention for the Oxford Street Shelter. The projected annual goal for Oxford Street Shelter is to serve six people who are at risk of homelessness. The Family Shelter has \$30,412 for homeless prevention and \$52,065 for Essential Services. The goal for the Family Shelter is to serve 10 families who are at risk of homelessness. Due to the large number of people presenting for shelter, individuals are immediately sheltered in hotels paid by General Assistance before moving into the Family Shelter as space becomes available.

General Assistance is a locally and state-funded program administered by municipalities that helps families and individuals pay for housing (among other needs). In March 2021, MaineHousing funded an Emergency Rental Assistance Program through federal Covid-19 relief money. The state reimburses 70% of applicable GA expenses, as long as municipalities process applications within 24 hours. Since its inception, Cumberland County municipalities have received \$78,594,903 in ERA benefits (as of 12-7-22). The Opportunity Alliance administered the ERA program within Cumberland County assisting 20,894 participants/10,213 households with \$45-50 million in funds distributed during January 2022 through December 2022. Over \$70 million has been distributed since January 2021. Of that funding an estimated \$22 million was distributed to support individuals in hotels/motels since January 2022. An estimated 700 to 1,000 unduplicated individuals were served in hotels/motels since January 2021. During their December 15, 2022 meeting, the Emergency Shelter Assessment Committee announced Emergency Rental Assistance funding has run out (but rent is paid through December). Per MaineHousing, the demand for the program increased in 2022 due to a combination of rising rents, the housing shortage and financial repercussions from the continuing pandemic. MaineHousing tried to reduce demand by changing eligibility from 80% AMI to 50% AMI and capping the amount paid to hotels. As of January, 2023, hotels in Freeport, Scarborough and South Portland are currently in the process of evicting their residents. Per the Opportunity Alliance, about 2,000 people will not have secure funding for housing heading into 2023.

Victims of Domestic Violence- Since 2013, Preble Street Anti-Trafficking Services (ATS) has supported more than 600 victims, enrolling over 300 in intensive case management and housing support services. Safe housing is often one of the most expensive costs in supporting survivors of human trafficking. Through These Doors operates an Emergency Shelter for women and children who are experiencing domestic violence. They have sixteen available beds at any given time, which may be occupied by either families or single adults. Through These Doors also provides shelter in hotels as funding permits. From October 1, 2021 through September 30, 2022, Through These Doors provided emergency shelter to 115 individuals and allowed access to basic necessities like food, clothing and personal care items. Residents are offered in-house education programs, individual advocacy, case management and safety planning. Community Housing of Maine (CHOM) operates three permanent supportive housing units serving a total of seven people, and two transitional housing units currently home to 6 people fleeing from domestic violence.

Other Families Requiring Services or Housing Assistance to Prevent Homelessness -

The Long-Term Stayers Initiative is a State-wide effort to end homelessness for those who have been homeless 180 days or more during the year. The City of Portland's Oxford Street Shelter uses Emergency Shelter Grants to prevent individuals from becoming homeless by

quickly moving them into permanent housing. By using ESG in the shelters and community it helps ensure individuals and families do not become Long Term Stayers. In PY2020, 190 individuals received a wide range of housing related services; of 152 enrolled in the program, 30 were rapidly re-housed, 49 received essential services and 8 individuals were prevented from becoming homeless. Portland's Health and Human Services Department and Housing and Community Development Division coordinates with other members of the Emergency Shelter Assessment Committee (ESAC) and the United Way of Greater Portland to monitor shelter bed usage for single adults, adolescents and families. ESAC members include shelter providers, supported housing providers, mental health service providers, substance use service providers, health service providers and general services including day shelter providers for the homeless population. ESAC also produces monthly and quarterly statistics on shelter usage and provides a forum to discuss new programs, resource availability, emerging trends and to resolve problems within the continuum that may arise from time to time. In the City of Portland, 33% of CDBG funds support social service agency programs while 70% of CDBG funding is used to benefit persons of low and moderate income. City staff meet with the agencies throughout the year to provide technical assistance and ensure they are meeting HUD guidelines and regulations. Staff also assists in monitoring their progress and makes recommendations for more efficient services. In the calendar year 2021, the Family Shelter in Portland welcomed 295 asylum seeking families totaling 974 individuals presenting for emergency shelter. Due to limited Covid capacity, families were provided access to hotel rooms (through the U.S. Treasury Emergency Rental Assistance program or Maine State General Assistance Funding) as overflow for four to five months prior to entry to shelters where they receive housing navigation. Because asylum seekers do not have Refugee status they are ineligible for most federal rental assistance programs – with the exception of the Emergency Rental Assistance program.

At Greatest Risk of Housing Instability- The City of Portland and Cumberland County collaborate extensively with the four housing authorities within the County. Efforts include development of affordable housing, recreational activities for at-risk youth, self-sufficiency programs, and vouchers for families, unhoused individuals, and disabled persons. Staff from both the County and City of Portland also participate in the Maine Affordable Housing Coalition, which is a collaborative group of developers, Community Action agencies, public housing authorities, investors, housing and service providers, advocates, and others working to increase the supply of quality, affordable housing throughout Maine. In 2019, all Public Housing Authorities and the Maine State Housing Authority created a statewide Combined Wait List (CWL) for the Housing Choice Voucher program. The CWL has an option for individuals in some communities to choose a preference area based on where they live and work. The Portland Housing Authority pays for 357 housing choice vouchers (191 project-based vouchers and 166 tenant-based vouchers) used in 14 housing projects. Of those vouchers, 191 PBVs are for individuals who qualify as homeless, 88 for Veterans Affairs Supportive Housing, 21 Emergency Housing, 37 Mainstream, and 20 Foster Youth Initiatives. The City of Portland's Oxford Street Sheltered used the Emergency Shelter Grant to prevent individuals from becoming homeless. While the city-wide eviction moratorium was in place due to the Covid-19 pandemic, Oxford Street worked with individuals and landlords to mitigate homelessness or return to homelessness. In contrast to the Oxford Street Shelter, the Family Shelter saw a drastic reduction in evictions due to the moratorium and moved prevention funding to essential services to aid with housing

placements. The Family shelter placed 73 families into permanent housing without a subsidy, six families were reunified with other family, eight families secured a Shelter+Care Subsidy, four families secured a Housing Choice Subsidy, and seven families left the shelter of their own accord, due to noncompliance with the program, or due to DHHS involvement. Likewise, the Oxford Street Shelter staff located permanent housing for 102 homeless individuals (79 men and 23 women, including 6 Veterans and 37 chronically homeless individuals). The City of Portland and Cumberland County are partners in the HOME consortium. The two entities work collaboratively to distribute resources and address affordable housing needs for residents of Portland and Cumberland County. Since 2019, the city of Portland has subsidized 416 units of affordable housing including units set aside for long term shelter stayers and 38 single-room occupancy units for women experiencing homelessness, addiction, and related challenges. Cumberland County, through the Cumberland County HOME Consortium, has funded 146 units of low-income housing during this same time. The City of Portland utilizes 33% of CDBG funds for social service supports, including housing programs, homeless services, crisis management services, childcare, family support services, substance use disorder services, youth and adolescent support services, senior services, neighborhood-based programs and projects, and health care for the homeless. Preble Street provides permanent supportive housing for thirty individuals at Huston Commons, and another thirty individuals at Logan Place while Community Housing of Maine (CHOM) provides permanent supportive housing for twenty-eight people within eight units located throughout three buildings. Preble Street provides emergency shelter to forty individuals at Elena's Way, twenty-four teens at Joe Kreisler Teen Shelter, and twenty-five women at Florence House. Preble Street also provides transitional housing to seventeen youth. Shalom House helps adults living with severe mental illness through an array of community-based mental health services and affordable housing. Residential treatment is provided in group living and supportive apartments. Shalom House operates two transitional buildings in Portland with a total of thirteen units and three permanent supportive housing buildings also in Portland with a total of twenty-five units.

The Westbrook Housing Authority reports they currently provide eighty-three residents with Project Based Vouchers at Riverview Terrace and Larrabee Woods, of which seventeen are designated for homeless. Larrabee Commons has thirty-nine vouchers, eighteen of which are PBV and five designated for homeless. And Robert Harnois Apartments has sixty-one PBVs of which thirteen are designated for homeless. For their Housing Choice Voucher Program, they report one hundred thirteen mainstream MS811 vouchers, thirty-five designated for homeless; ten chronically homeless vouchers, and five VASH vouchers for designated homeless veterans. Three chronically homeless and two VASH voucher holders are looking for housing.

The Portland Housing Authority reports a total of three hundred fifty-seven total vouchers set aside for homeless. These are in the form of Vouchers (166) and Project Based Vouchers (191). Vouchers include; VAHS (88), EHV (21), Mainstream (37), and Foster Youth Initiatives (20). PHA pays for the Vouchers that fund the PBV Units. PBV are currently benefiting households in fourteen different housing development projects including those managed by Community Housing of Maine and Preble Street.

The South Portland Housing Authority provides one hundred and twenty-five PBV. SPHA

is in the process of converting their Public Housing units to the Section 8 program. By the end of the year, SPHA will have a total of 375 PBVs. There are approximately 646 applicants on waiting lists.

Unmet Housing and Service Needs of Qualifying Populations:

Homeless as defined in 24 CFR 91.5

The shelter system in Portland is beyond capacity. Staff and local organizations struggle to deal with overflow strategies to meet increasing needs. Data from 2019 showed that 79% of the shelter consumers were new consumers with the average length of stay at the shelter under 60 days. Additionally, increased case management is needed for those who have mental illness and substance use issues to help them navigate the service delivery system. The City's Family Shelter has been experiencing an unprecedented volume of clients. Data from 2021 indicated the Family Shelter welcomed 295 asylum seeking families totaling 974 individuals presenting for emergency shelter. As asylum seekers, this designation adds to the complex nature of moving clients out of the shelter and into permanent housing. Overall, Portland homeless shelters had an average of 345 individuals per night last year. This number exceeded bed capacity among all shelters by over 35 individuals and excludes hotels provided by General Assistance. During 2022, 16,173 applications were submitted to the City of Portland for GA assistance for emergency shelter in hotels (a total of 1,168 applications were denied). One hundred percent of upfront costs are covered by the City of Portland/residents. Then seventy percent of the funding is sought through reimbursement from the State of Maine/Office for Family Independence, thirty percent is the responsibility of the issuing municipality. The City of Portland is seeking funding reimbursement from FEMA for its thirty percent responsibility. Despite having seven workers (two openings at the present moment) to process the applications full time (one staff also working on the weekends), the demand for GA remains since the pandemic onset very high. Many people/applicants are seeking emergency shelter, assistance with medications, food and non-food items, rent, as well as utilities.

The town of Brunswick has one 16 bed shelter, Tedford Housing; other than that, there are no additional shelters outside of Portland in Cumberland County. During fiscal year 2021-2022, Tedford Housing turned away 452 adults and 108 families due to a lack of a shelter bed. The family shelter waitlist is about 125 families as of January 2023. The Opportunity Alliance (TOA) is the Community Action Agency for Cumberland County. TOA supports low-income, at-risk individuals and families, refugees and New Mainers, individuals with disabilities, people experiencing mental health and substance use disorders, and individuals and families on the brink, or in the midst of crisis. As reported in the ERA 2022 Point in Time, TOA assisted 154 households with children (509 people of which 270 were under 18; 168 Black/Af Am/African, 300 White, 39 Multiple, and 3 Am Indian/Indigenous), and 126 households without children (147 people of which 2 Am Indian/Indigenous, 1 Asian/Asian Am, 21 Black/Af Am/African, 1 Hawaiian/Pacific, 117 White, and 5 Multiple). Due to the high number of "couch surfers", families who are "doubled up", and individuals residing in cars or tents in secluded rural areas, the number of rural unsheltered is difficult to estimate. Anecdotally, we know that rural homelessness is on the rise, and a study will be underway soon to identify the nature and extent of rural homelessness within Cumberland County.

At Risk of Homelessness as defined in 23 CFR 91.5

In 2021, there were an estimated 14,623 rental units needed for the Portland Metro Area; this demand is projected to increase to 15,064 units by 2026. The pent-up demand for affordable rental units is demonstrated by (1) the high average occupancy of 99% for LIHTC and subsidized properties; (2) the reported waitlists at affordable properties that exceeds 100 households or 2 years; and (3) 40% (or 13,892) of the current renter households in the Portland Metro Area are rent overburdened. Housing prices have risen significantly in the past five years for both renters and owners. As Portland becomes increasingly unaffordable, low- to moderate-income households are being forced to relocate to communities outside of greater Portland, which can make it difficult to access services and employment. Another repercussion of increasing unaffordability in Portland is the increase in rents and housing prices in these communities. The median rent in Cumberland County in 2020, according to MaineHousing's affordability index, was \$1,888, a 42% increase from 2017. Median renter incomes have only increased 22% during the same period. The median home price in Cumberland County has increased by 34%, and homeowner median incomes have increased 20%. Out of 4,034 homes purchased in Cumberland County in 2021, only 19% were considered affordable or attainable.

The 2016-2020 American Community Survey reported of the 145,838 total housing units in Cumberland County, 43,931 or 30.1 percent are rental units. Of the 37,027 households reporting, 32.9 percent pay more than 35 percent of their household income towards rent, and 19.5 percent pay more than 50 percent of their household income towards rent. Portland has 34,187 total housing units of which 63.2 percent or 21,605 are rental units. Of the 16,868 reporting households, 34.8 percent pay more than 35 percent of their household income towards rent, and 20.2 percent pay more than 50 percent of their household income towards rent. Within Cumberland County 24.9 percent of all housing units were built prior to 1939; 58.1 percent were built prior to 1980. In Portland, 47.7 percent of all housing units were built prior to 1939; 77.9 percent were built prior to 1980.

According to the South Portland Housing Authority, as of May 2022, there were 2,027 individuals and families awaiting housing assistance. Due to the high demand and low supply, the waiting lists for many of SPHA's buildings are currently closed. Community Housing of Maine commissioned a market study by The Signal Group (TSG), an affiliate of the National Housing & Rehabilitation Association, to determine the market need, occupancy, turnover and absorption data for the Portland Metro Area. The study found that there is a significant shortfall in the number of affordable units with demand currently exceeding supply by 1,126 housing units. Predictions show that demand will continue to grow and will exceed supply by 1,168 by 2024. The TSG study surveyed 26 Tax Credit developments in the Portland Metro Area, consisting of 1,038 units, and found a 100% occupancy rate. Reported waitlists are up to 5 years for LIHTC properties. TSG's study of the market showed an absorption period of four months, by leasing units at a rate of 10 per month. This rate is consistent with CHOM's experience at other affordable rental properties it owns in the Portland area. Portland has approximately 33,785 housing units (rental and homeownership). The majority (61%) of Portland residents live in duplex and apartment buildings. Almost 40% of Portland's residential housing stock is comprised of three-family or more buildings. Almost 50% (16,260) of those units were built before 1939, 70% (23,761) were built before 1970.

Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking, as defined by HUD in the Notice

Through These Doors, a domestic violence resource center serving Cumberland County, reports 500 annual requests for shelter, which includes folks who made multiple requests. Unfortunately, the organization was able to shelter only 78 adults and 37 children from October 1, 2021 through September 30, 2022 with a gap in service of 396 beds (145 adults and 251 children). There is also a need for child care; connection to mental health or substance use support; case managers; workforce training and support; financial assistance to transition to permanent housing; as well as culturally and linguistically competent services for the increasing asylum seeker and refugee population in Maine. Community Housing of Maine (CHOM) reports needing long term case management, section 8 vouchers and mental health services for the families they serve.

Other populations requiring services or housing assistance to prevent homelessness and other populations at greatest risk of housing instability, as defined by HUD in the Notice

Formerly homeless people with both substance use disorder and mental illness are the most difficult to house permanently because of poor rental histories and the need for lengthy cultural acclimation to non-shelter living. Over the past twelve years, there have been statewide cuts to mental health services, hampering efforts to help those with mental illnesses find and maintain housing. Many treatment centers have long waiting lists and require the individual to travel away from both home and employment, something many simply cannot afford to do. Increased case management is needed for those who have mental illness and substance use issues to help them navigate the service delivery system. Milestone Recovery provides outreach and community support to individuals experiencing homelessness concurrent with substance use or mental health disorders. Milestone operates Southern Maine's only Substance Use Homeless Shelter, along with a Housing Navigation Program to transition clients out of chronic homelessness and into permanent, stable housing, along with both short-term and long-term substance use treatment programs directed at low-income individuals, including those experiencing homelessness. Shalom House provides residential treatment in group and apartment housing, supportive housing, and independent living for individuals with serious and prolonged mental illness. Shalom House currently has 516 people on the waitlist for housing they own and operate; 249 of those have reported being homeless or at risk of homelessness. Thirty-eight percent (38%) have been on the waitlist for at least four years; 30% have been on the list for two to four years; 17% have been on the list for one to two years and 15% have been on the list for a year or less. Shalom House has approximately 140 people approved for a rental voucher who have been unable to find housing. Most of these individuals are currently homeless. Shalom House reports that only about 25% of individuals with housing vouchers are able to find housing. At the Oxford Street Shelter, 13.02% experience a physical disability or illness. Portland's population has a higher incidence of disability than people in Cumberland County as a whole (13.5% and 11% respectively). 45.2% of the non-institutional population 65 years and over in Portland has a disability, including hearing difficulty, vision difficulty, cognitive difficulty, ambulatory difficulty, self-care difficulty, and independent living difficulty.

Gaps within Shelter and Housing Inventory as well as the service delivery system:

From 2017-2021, housing prices have skyrocketed, exacerbating an already significant issue.

Due to the Covid-19 pandemic, there has been less turnover of units and more competition for units as remote workers move to the area. Portland has also seen an increased number of asylum-seeking families arriving at the southern border who designate the Portland Family Shelter as their destination. In the calendar year 2021, the Family Shelter welcomed 295 asylum-seeking families totaling 974 individuals presenting for emergency shelter. Gaps within the service delivery system include financing necessary to provide intervention to prevent homelessness; funding for substance use services; funding for mental health services; and funding for case management “navigators”. As noted above, gaps within the current shelter and housing inventory include beds for individuals seeking shelter; units for voucher holders; units for persons with disabilities; units for the elderly population; units for those fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking or human trafficking; units for teens; and units to create stable affordable housing. Milestone Recovery’s most urgent unmet need for their qualifying population is emergency homeless shelter capacity. Milestone’s emergency shelter is currently operating at full capacity of 36 beds per night, and still experiences significantly higher demand than can be met. In the last several months Milestone has been forced to turn away an average of 10-15 qualified individuals seeking shelter each night, and the need is only expected to intensify moving into the depths of winter. Multiple other unmet life safety needs exist, including the need for winter clothing, access to medical care and substance use treatment, and food insecurity. Other unmet needs that do not fall under the blanket of life safety needs include access to affordable long-term housing and access to employment and employment training opportunities. The highest priority need is emergency shelter capacity.

The rental housing stock in Portland and throughout the Greater Portland Region is aging and reaching the end of useful life for housing. Rehabilitation of aging housing stock often involves extensive energy efficiency efforts because of severe winter weather. The cost involved with rehabilitating older housing can be cost prohibitive in a housing market that is already too expensive for many residents. Through our outreach, we know that rents in the area have skyrocketed since 2019, further exacerbating an already tenuous issue. There are 380 units of Section 8, 711 LIHTC units, and 90 HOME-assisted units whose affordability period is expected to expire between 2022 and 2027. The City’s affordable housing providers work with social service providers to move individuals out of homelessness and into affordable housing. Providers report that even with vouchers and assistance, units are difficult to obtain; therefore, increasing the number of units is critical. Milestone’s largest unmet systemic need for the Housing Navigator Program is the short supply of affordable housing in the community, especially housing programs that employ a housing-first model to substance use. In addition to this broad systemic problem, many Housing Navigator clients experience smaller, seemingly low-cost barriers that prevent them from obtaining and retaining housing. These include but are not limited to costs associated with the housing search process, including application fees, security deposits, costs of obtaining state identification, passes for public transportation, and phone cards to communicate with potential landlords. Milestone maintains a small assistance fund to help clients overcome these barriers, but this fund only covers a fraction of the need for hard to find affordable housing.

Preble Street, a provider of emergency service and permanent supportive housing has a gap in service of up to 500 adult emergency service beds, and up to 360 permanent supportive housing units. Community Housing of Maine (CHOM) needs additional long-term case

management for each of the eight households they serve with permanent supportive housing. Portland Housing Authority requires additional staffing and flex funding to walk the unhoused population from homelessness into affordable housing. The complex nature of completing the basic eligibility paperwork, to finding a unit in a highly competitive market, to furnishing the unit while addressing the challenges of paying bills, keeping utilities in place, meeting medical and mental health needs is extremely daunting for many who are trying to rebuild their lives, and sometimes do not have the ability to do so. Housing Authorities are not allocated funding to provide this level of service. Additionally, basic housekeeping services are needed as many individuals with intellectual, mental health, or physical disabilities require these services, which also benefits the entire community.

Under Section IV.4.2.ii.G of the HOME-ARP Notice, a P, may provide additional characteristics associated with instability and increased risk of homelessness in their HOME-ARP allocation plan. These characteristics will further refine the definition of “other populations” that are “At Greatest Risk of Housing Instability,” as established in the HOME-ARP Notice. If including these characteristics, identify them here:

Portland has long been a desirable and welcoming community for immigrants, refugees, and asylum seekers. Unfortunately, the shortage of affordable housing options can be particularly difficult for individuals who may have larger families, limited English, and few resources. Many of the immigrant, refugee, and asylum-seeker families have been forced to seek housing options outside of the greater Portland area. As immigrants/refugees get pushed further away from Portland, they move geographically further away from the only support services who are linguistically equipped and culturally competent enough to identify needs and issues and provide appropriate, sensitive treatment or assistance. This is true also for individuals with disabilities, domestic violence victims, and other individuals who may have lower incomes who depend on services which may be more readily available, or only available, within the City of Portland.

Priority needs for qualifying populations:

The need to create affordable permanent supportive housing and provide ongoing support and technical assistance was reiterated throughout the consultation sessions. Therefore, our priority is to focus the majority of these funds on the creation of permanent supportive housing.

Although there were recommendations around rental assistance and services such as housing navigation, there are both new and ongoing funding sources that address those needs. And while the creation of additional vouchers would be helpful, for far too many current voucher holders, the difficulties of finding housing affordable with a voucher emphasizes the importance of building additional income-restricted rental housing.

Determination of the level of need and gaps in the shelter and housing inventory and service delivery systems based on the data presented in the plan:

The level of need and gaps in shelter, housing and service delivery systems were determined using data from the statewide Homeless Management Information System, Maine’s Point in Time and Housing Inventory Count, housing data from the 2019 American Community Survey (ACS) and the 2014-2018 Comprehensive Housing Affordability Strategy (CHAS), and a gaps analysis performed by the Corporation for Supportive Housing (CSH) as part of

the Maine Homeless System Re-Design Initiative (Final Report and Recommendations June 2021). The determination of how to most effectively utilize this funding was determined through a series of stakeholder meetings.

HOME-ARP ACTIVITIES

Method(s) that will be used for soliciting applications for funding and/or selecting developers, service providers, subrecipients and/or contractors:

Housing Production: Funding will be allocated through a competitive application process open to all eligible entities, including nonprofit housing organizations and for-profit developers. To be considered eligible for Program funds, recipients at a minimum will need to meet the following criteria: a) Make acceptable assurances that they will comply with the requirements of the HOME-ARP Program during the entire period that begins upon selection of the recipient and ending upon the conclusion of all HOME-ARP Program funded activities; b) Demonstrate the ability and financial capacity to undertake, comply, and manage the eligible activity; c) Demonstrate its familiarity with the requirements of other Federal, State, or local housing programs that may be used in conjunction with HOME-ARP Program funds to ensure compliance with all applicable requirements and regulations of such programs; d) Have demonstrated experience and capacity to conduct HOME-ARP Program eligible activities as evidenced by its ability to own, construct, or rehabilitate, and manage and operate an affordable multifamily rental housing development.

Describe whether the PJ will administer eligible activities directly:

The Cumberland County HOME Consortium will not use funding to directly create housing or provide services.

If any portion of the PJ's HOME-ARP administrative funds are provided to a subrecipient or contractor prior to HUD's acceptance of the HOME-ARP allocation plan because the subrecipient or contractor is responsible for the administration of the PJ's entire HOME-ARP grant, identify the subrecipient or contractor and describe its role and responsibilities in administering all of the PJ's HOME-ARP program:

The Cumberland County HOME Consortium did not appoint subrecipients or contractors for the development of the HOME-ARP allocation plan or administration of the HOME-ARP funds.

Use of HOME-ARP Funding

	Funding Amount	Percent of the Grant	Statutory Limit
Supportive Services	\$ 763,755		
Acquisition and Development of Non-Congregate Shelters	\$ 250,000		
Tenant Based Rental Assistance (TBRA)	\$ 0		
Development of Affordable Rental Housing	\$ 2,041,266		

Non-Profit Operating	\$ 0	0 %	5%
Non-Profit Capacity Building	\$ 0	0 %	5%
Administration and Planning	\$ 539,121	0 %	15%
Total HOME ARP Allocation	\$3,594,143		

Distribution of HOME-ARP funds in accordance with its priority needs identified in its need's assessment and gap analysis:

The distribution of the HOME-ARP funds is aligned with the priorities identified through public comment and consultation with organizations and agencies who provide support and assistance to the qualifying populations. The Development of Affordable Rental Housing category has been funded the most as we have evaluated this category as being most in demand.

A total of \$2,291,266 will be utilized for the Acquisition and Development of Non-Congregate Shelters and the Development of Affordable Rental Housing, with approximately 90% funding the Development of Affordable Rental Housing and approximately 10% funding the Acquisition and Development of Non-Congregate Shelters.

Supportive Services is the second largest funding category which again aligns with the priorities identified through public comment and consultation with organizations and agencies who provide support and assistance to the qualifying populations.

The funding amount for Administration and Planning is projected at \$539,121. Any funds not expended in this category may be reallocated to the funding amounts for Supportive Services, Acquisition and Development of Non-Congregate Shelters, and Development of Affordable Rental Housing.

Characteristics of the shelter and housing inventory, service delivery system, and the needs identified in the gap analysis provided a rationale for the plan to fund eligible activities:

The need to create affordable permanent supportive housing and provide ongoing support and assistance was reiterated throughout the consultation sessions. Based on feedback provided it is apparent that the most significant need is to create affordable permanent housing and supportive housing units. The shelter system (only available in Portland and Brunswick) is operating at full capacity, turning away adults and families each night and struggles to deal with overflow strategies to meet unprecedented increasing housing and case management needs. An estimated 700 to 1,000 unduplicated individuals were served in hotels/motels from January 2021 to December 2022; the Emergency Rental Assistance used to pay for these units ran out in November 2022. Tenants are being evicted as of January, 2023.

In 2021, there were an estimated 14,623 rental units needed for the Portland Metro Area; this demand is projected to increase to 15,064 units by 2026. The pent-up demand for affordable rental units is demonstrated by (1) the high average occupancy of 99% for LIHTC and subsidized properties; (2) the reported waitlists at affordable properties that exceeds 100 households or 2 years; and (3) 40% (or 13,892) of the current renter households in the Portland Metro Area are rent overburdened. In Portland, 47.7 percent of all housing

units were built prior to 1939. Due to high demand and low supply of affordable housing, wait lists for many buildings are closed. Providers report that even with vouchers and assistance, units are difficult to obtain; therefore, increasing the number of units is critical.

The domestic violence resource center serving Cumberland County reports a gap in service of 396 beds (145 adults and 251 children). There is also a need for case managers, and connects to mental health or substance use support.

Formerly homeless people with both substance use disorder and mental illness are the most difficult to house permanently. Housing and increased case management is needed for those who have mental illness and substance use issues.

While the Cumberland County Consortium needs additional homeless diversion, rapid rehousing and rental assistance programs, without units to house people these programs will never be fully effective.

HOME-ARP PRODUCTION HOUSING GOALS

Estimated number of affordable rental housing units for qualifying populations that the PJ will produce or support with its HOME-ARP allocation:

Cumberland County HOME Consortium anticipates that at least 10 units of affordable rental housing units for qualifying populations will be directly produced with HOME-ARP funds. However, the investment of HOME-ARP funding is estimated anticipated to leverage production of additional units utilizing other private and/or public funding resources.

Affordable rental housing production goal that the PJ hope to achieve and how the production goal will address the PJ's priority needs:

The Cumberland County HOME Consortium will prioritize projects that are able to be developed quickly and that can operate with sufficient operating and supportive service dollars to meet the needs of tenants. As noted above, it is anticipated that at least 10 units of affordable rental housing units will be developed. The units developed with HOME-ARP funds will meet the City of Portland and Cumberland County Consolidated Plan Priorities to Increase Housing Availability and Affordability, Address the Needs of the Growing Homeless Population and Provide Services to Special Populations Including Victims of Domestic Violence, Homeless Persons and Persons with Disabilities.

PREFERENCES

The City of Portland / Cumberland County HOME Consortium does not plan to give preference to one or more qualifying populations or subpopulations for any eligible activity or project. If it is determined that the only viable project would require a preference, a substantial amendment, including the required public participation process will be submitted.

Referral Methods

At this time the City of Portland / Cumberland County HOME Consortium have not defined a referral method. A referral method will be defined during the RFP process for

selecting projects, programs, or services.

Limitations in a HOME-ARP Rental Housing or NCS Project

At this time the City of Portland / Cumberland County HOME Consortium has no intention to limit eligibility for a HOME-ARP rental housing or NCS project.

HOME-ARP REFINANCING

At this time the City of Portland / Cumberland County HOME Consortium has no intention to refinance existing debt secured by a multifamily rental housing that is being rehabilitated with HOME-ARP Funds.

Cumberland County HOME Consortium, HOME-ARP Allocation Plan

Appendix A: Consultation Participants, Survey Respondents and Written Comments

The Cumberland County HOME Consortium thanks the following individuals and organizations for their participation.

Public Agencies that Address the Needs of Qualifying Populations:

Awa Conteh	City of Bangor Public Health and Community Services
Chelsea Hoskins	City of Portland Family Shelter
Aaron Geyer	City of Portland Social Services
David Richmond	Maine Bureau of Veterans Services
Susan Gagnon	Maine Department of Corrections
Alice Preble	Maine Department of Health and Human Services
Ginny Dill	Maine Department of Health and Human Services
Sara Wade	Maine Department of Health and Human Services
Stacy Keenan	Maine Department of Health and Human Services
Amelia Lyons	Maine Department of Education
Leah Bruns	Portland Housing Authority
Arwen Agee	Veterans Administration
Jason Carter	Veterans Administration
Susan Sampson	Veterans Administration
Wendy Thomas-Blais	Veterans Administration
Sharon Jordan	Wabanaki Public Health Services

And all the Community Action Agency participants listed in the meeting titled Developers/Community Action Agencies, and in the meeting titled Emergency Shelter Assessment Committee.

Public or Private Organizations that Address Civil Rights and Fair Housing:

Bill Higgins	Homeless Advocacy for All
Susan Randall	Homeless Advocacy for All
Kate Easter	Maine Coalition to End Domestic Violence
Frank D'Alessandro	Maine Equal Justice Partners
Ben Martineau	Homeless Voices for Justice
Cheryl Hawkins	Homeless Voices for Justice
Leana Amaez	Maine Department of Health and Human Services
Fatima Saidi	Maine Immigrant Rights
Gia Drew	Equality Maine
Rachel Talbot Ross	Maine Black Caucus

Public/Private Organizations that Address the Needs of Persons with Disabilities:

Brianne Brasset	Community Health and Counseling Services
Meredith Smith	Community Health and Counseling Services
Sarah Derosier	Community Health and Counseling Services
Vickey Rand	Community Housing of Maine
Cullen Ryan	Community Housing of Maine
David McCluskey	Community Care
Tracey Allen	Kennebec Behavioral Health

Rich Romero
Charlotte Rogers
Katie Rutherford
John Wiinikka
Jill Grazia
Norm Maze
Paul Linet
Travis Drake
Nicole Frydrych
Rich Hooks Wayman
Tyra Parker
Benjamin Strick

OHI
Peabody Center
Peabody Center
Peabody Center
Shalom House
Shalom House
3iHOME
Volunteers of America Northern New England
Volunteers of America Northern New England
Volunteers of America Northern New England
Volunteers of America Northern New England
Spurwink Services

<i>Meeting Focus / Qualified Populations Served</i>	<i>Date</i>	<i>Attendees</i>
Maine Shelter Network	10-19-2021	Lauren Bustard, Betty LaBua, Steve McDermott (MaineHousing), Boyd Kronholm (BAHS), Jessica Wilson (City of Lewiston), Jenifer Needham, Chris Bicknell (New Beginnings), Kari Bradstreet (Hope and Justice Project), Jenny Stasio (Through These Doors), Noelle Coyne (Safe Voices), Terence Miller (Preble Street), Katie Spencer White (MMHS), Josh D'Alessio (PCHC), Victoria Volent (City of Portland), Mark Swan (Preble Street), Janice Daku (RCAM), Stephanie Primm (KCHC), Joe McNally (Milestone Recovery), Tracy Hair (HOME, Inc.), Kristin Styles (Cumberland County)
Maine Continuum of Care	10-21-2021	Abigail Smallwood (City of Biddeford), Ali Lovejoy, Erin Kelly, Dan Hodgkins (Preble Street), Alice Preble (Maine DHHS), Amelia Lyons (Maine Dept. of Ed.), Awa Conteh (City of Bangor), Meredith Smith, Sarah Derosier, Brianne Brasset (CHCS), Bill Higgins (Homeless Advocacy for All), Boyd Kronholm (BAHS), Bridge Semler, Chris Bicknell (New Beginnings), Christina Dingus, Lauren Bustard, Kelly Watson, Tara Hembree, Scott Tibbitts, Mike Shaughnessy Paula Weber, Betty LaBua (MSHA), Cullen Ryan, Vickey Rand (CHOM), David McCluskey (Community Care), Donna Kelly (Waldo CAP), Stephanie Primm (Knox County Homeless Coalition), Emily Flinkstrom (Fairtide), Ginny Dill (Maine DHHS), Janice Daku (RCAM), Janice Lara H (CC Maine), Jill Grazia (Shalom House), Joe McNally (Milestone Recovery), Josh D'Alessio (PCHC), Kari Bradstreet (HJP), Susan Randall (Homeless Advocacy for All), Katie Spencer White (MMHS), Kelsea Vincent (YAB), Victoria Volent, Aaron Geyer, (City

		of Portland), Marcie Dean (Next Step), Melanie Beaulieu (FVP), Molly Sirios (BOL), Noel Thibodeau (NHFW), Noelle Coyne (Safe Voices), Norm Maze (Shalom House), Rebecca Hobbs (TTD), Rebekah Paredes (NHFW), Rich Romero (OHI), Rota Knott (Tedford House), Sara Wade (Maine DHHS), Lisa McLaughlin (HSA), Sharon Jordan (Wabanaki Public Health Services), Susan Gagnon (Maine DOC), Tracy Allen (KBH), Melissa Mcentee (RGH), Tyra Parker (VOANNE), Whitney Files (Knox County Homeless Coalition), Kelly Walsh (TTD), Kate Easter (MCEDV)
Advocates and People with Lived Experiences	10-22-2021	Lauren Bustard, Denise Lord, Betty LaBua, Steve McDermott (MSHA), Frank D'Alessandro (MEJP), Cheryl Hawkins (HVJ), Bill Higgins, Susan Randall (Homeless Advocacy for All), Ben Martineau (HJV), Victoria Volent, Heidi McCarthy (City of Portland), Anna Brewer (Preble Street), Jessica Wilson (City of Lewiston),
Developers/Community Action Agencies	10-27-2021	Heidi Leblanc, Jason Bird (Penquis), Denise Lord, Steve McDermott, Lauren Bustard, Paula Webber, Mark Wiesendanger, Betty LaBua (MSHA), Josh D'Alessio (PCHC), Ben Strick (Spurwink), Theresa Dow-Oleary, Jason Parent (ACAP), Shawn Yardley (Community Concepts), Barbara Crider (YCCAC), Donna Kelley (Waldo CAP), Claire Berkowitz (MMCA Corp), Mary Davis (City of Portland), Lincoln Jeffers (City of Lewiston), Zak Maher (City of Auburn), Rick Hooks Wayman (VOANNE), Boyd Kronholm (BAHS), Nate Libby, Megan Parks (Community Concepts), Deb Johnson (DEC), Sayre Savage (Four Directions Development), Bobbi Harris (Downeast Community Partners)
Homeless Veterans Action Committee	11-2-2021	Nicole Frydrych, Brian Bouthot (VOANNE), Arwen Agee, Jason Carter, Wendy Thomas-Blais, Susan Sampson (VA), Amy Holland, Dennis Michaud, Ray Michaud, Tom Pangborn (Veterans, Inc.), April Reed, Mary Wade, Lauren Bustard, Betty Labua (MSHA), Ellie Espling (Senator Susan Collins' Office), Heidi McCarthy (City of Portland), Dan Hodgkins (Preble Street), Kristin Styles (Cumberland County), David Richmond (Maine Bureau of Veteran's Services), Kim Rohn (Representative Jared Golden's Office), Bill Higgins (Homeless Advocacy for All), Mary Davis (City of Portland)
Public Housing Authorities	11-5-2021	Marty Szydlowski (Auburn Housing), Amanda Olsen (Augusta Housing), Mike Myatt (Bangor Housing), Deb

		Keller (Bath Housing), Lisa Plourde (Caribou Housing), Stacey Michaud (Ft Fairfield Housing), Chris Kilmurry (Lewiston Housing), Cheryl Sessions (Portland Housing), Chris Kilmurry (Presque Isle Housing), Laurie Miller (Old Town Housing), Mike Hulsey (South Portland Housing), Chris LaRoche (Westbrook Housing), Lauren Bustard, Denise Lord, Betty LaBua (MSHA), Kristin Styles (Cumberland County), Mary Davis, Victoria Volent (City of Portland),
Emergency Shelter Assessment Committee (ESAC)	12-16-2021	Mike Guthrie (CoP FS), Mailyss Day (PHA), Ben Strick (Spurwink), Oliver Bradeen (Milestone Recovery), Vicky Rand, Cullen Ryan (CHOM), Hannah Brier, Dan Coyne (United Way), Brian Townsend (Amistad), Sara Michniewicz (BNA), Ben Martineau, Tim Devine (HVI), Norm Maze (Shalom House), Bill Higgins, Suzanne Randall (HA4All), Mary Cook (TOA), Ginny Dill (Office of Behavioral Health), Amy Geren (Portland Downtown), Terence Miller (Preble Street), Jenny Stasio (Through These Doors), Aaron Geyer, Adam Harr, Victoria Volent (City of Portland)
Maine Continuum of Care/Advocates for the Homeless/Maine Shelter Network	1-11-2022	Terrace Miller (Preble Street), Brian Townsend (Amistad), Amy Holland, Michelle Lamm (Greater Portland Family Promise), Benjamin Strick (Spurwink Services), Val Fitzgerald, Christine Fecko (The Opportunity Alliance), Wendy Harmon (Southern Maine Landlord Association), Mailyss Day (Portland Housing Authority), John Wiinikka (Peabody Center), Vicky Rand (Community Housing of Maine), Chelsea Hoskins (City of Portland)
Developers and Advocates for Public Housing	1-14-2022	Martha Stein (Hope Acts), Charlotte Rogers, Lorena Delcourt, Katie Rutherford (Peabody Center), Paul Linet (3iHOME), Nathan Szanton (The Szanton Company), Betsey Remage Healey (HomeStart), Robyn Wardell, Brian Kilgallen (Community Housing of Maine), Brian Sites (VOANNE), Rebecca Hatfield, Nathan Howes (Avesta), Brian Eng (Maine Cooperative Development Partners), Tara Hill (Habitat for Humanity), Laura Reading (Developers Collaborative), Jay Waterman (Portland Housing Authority), Tim Wells (Greater Portland Community Land Trust), James Vincent (Pharos House)
Publicly noticed meeting facilitated by the Cumberland County HOME Consortium	2-8-2022	Will Quenga, Nicole Hanson (Maine Prison Re-Entry Network), Jim Hall, Priscilla Bitencourt (Homeless liaison for Portland Public Schools), Frank Sanfilippo, Brian Eng, Liz Trice (Maine Cooperative Development Partners), Rob

		Korobkin (Courage House), Susannah Sanfilippo, Tim Wells (Greater Portland Community Land Trust), Sarah Michniewicz (President of Bayside Neighborhood), Christopher Stjohn, Christian MilNeil, Tobin Williamson, Mufalo Chitam (Maine Immigration Rights Coalition), Janice Murphy, Travis Drake (VOANNE), Karin Martin, Lado Lodoka (Center for Preventing Hate), Erin Kelly (Dir. Of Homeless Youth and Young Adult Svc), Lolan Lyne, Poppy Arford (Maine State Representative), Sean Murphy, Frank Rios, Erin Gorham, Juliana Bean, Kelly Fowler
Providers of emergency shelter, transitional shelter, permanent supportive housing, and safe havens.	October 2022 through January 2023	Rota Knott (Tedford Housing), Jenny Stasio (Through These Doors), Mary Wade, Scott Tibbitts (MaineHousing), Leah Bruns (Portland Housing Authority), Andrew Bove (Preble Street), Kyra Walker (Community Housing of Maine), Aaron Geyer, Adam Harr, Ryan Gorneau (City of Portland), Joseph McNally, Tom Doherty (Milestone Recovery), Val Fitzgerald (The Opportunity Alliance), Norm Maze (Shalom House), Anne-Marie Brown (United Way of Southern Maine), Laura Hebert (Westbrook Housing Authority), Brooks More, Nicole Bernier (South Portland Housing Authority)

Appendix B – Public Outreach

Original Public Notice in the February 3rd 2023 edition of the Press Herald

NOTICE OF PUBLIC HEARINGS and PUBLIC COMMENT PERIOD

Cumberland County Commissioner Meetings
Monday February 13, 2023 at 5:30pm
Monday March 13, 2023 at 5:30pm
142 Federal St, Portland, ME Cumberland County Courthouse Feeney Room

City of Portland
Housing & Economic Development Committee Tuesday February 21, 2023 at 5:30pm (remote)
City Council Monday, March 20, 2023 at 5:00 pm
389 Congress St, City Hall, Council Chambers or remotely as allowed in the City of Portland Remote Meeting Policy.

30 DAY PUBLIC COMMENT PERIOD
CITY OF PORTLAND, MAINE / CUMBERLAND COUNTY HOME CONSORTIUM
February 6, 2023 to March 8, 2023
389 Congress Street, Portland City Hall, Room 312

HOME-ARP ALLOCATION PLAN, Funding available \$3,594,143

The City of Portland and the County of Cumberland will each hold two public hearings to consider the HOME-ARP Allocation Plan outlining the use of funds received by the Cumberland County HOME Consortium from the U.S. Department of Housing and Urban Development (HUD). Public comments on the proposed Plan will be accepted in writing or verbally from February 6, 2023 to March 8, 2023. To submit written public comment for the public hearing, please send an email to VVolent@portlandmaine.gov by midnight on March 8. All submissions must include the commenter's name and legal address. Verbal public comments will be accepted during the Public Hearings held on the dates and times noted above or by calling 482-5028 during the 30-day public comment period.

The primary objective of the HOME-ARP Allocation Plan is to outline a plan for the provision of funding for homelessness and supportive services assistance under Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended (42 U.S.C. 12721 et seq.). The draft HOME-ARP Allocation Plan can be viewed at <https://portlandmaine.gov/1203/Plans-and-Reports> and <https://www.cumberlandcounty.org/170/Reports-Plans> starting on February 6, 2023.

Translation, interpretation, and other accommodations will be available for materials and meetings upon request.

Please contact the following person to request an interpreter or accommodation for the meeting: Victoria Volent, vvolent@portlandmaine.gov, 207-482-5028.

Fadlan la xiriir qofkan hoose si aad u condato turjumaan ama tixgelin xiliga shirka: Victoria Volent, vvolent@portlandmaine.gov, 207-482-5028.

Por favor entre em contato com a seguinte pessoa para solicitar um intérprete ou acomodação para a reunião: Victoria Volent, vvolent@portlandmaine.gov, 207-482-5028.

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Corrected Public Notice in the February 7th 2023 edition of the Press Herald

CORRECTION

NOTICE OF PUBLIC HEARINGS AND PUBLIC COMMENT PERIOD

Cumberland County Commissioner Meetings

Monday February 13, 2023 at 5:30pm

Monday March 13, 2023 at 5:30pm

142 Federal St, Portland, ME Cumberland County Courthouse Feeney Room

City of Portland

Housing & Economic Development Committee Tuesday February 21, 2023 at 5:30pm (remote)

City Council Monday, March 20, 2023 at 5:00 pm

389 Congress St, City Hall, Council Chambers or remotely as allowed in the City of Portland Remote Meeting Policy.

30 DAY PUBLIC COMMENT PERIOD – Correction

CITY OF PORTLAND, MAINE / CUMBERLAND COUNTY HOME CONSORTIUM

February 8, 2023 to March 10, 2023

389 Congress Street, Portland City Hall, Room 312

HOME-ARP ALLOCATION PLAN, Funding available \$3,594,143

The City of Portland and the County of Cumberland will each hold two public hearings to consider the HOME-ARP Allocation Plan outlining the use of funds received by the Cumberland County HOME Consortium from the U.S. Department of Housing and Urban Development (HUD). Public comments on the proposed Plan will be accepted in writing or verbally from February 8, 2023 to March 10, 2023. To submit written public comment for the public hearing, please send an email to VVolent@portlandmaine.gov by midnight on March 10. All submissions must include the commenter's name and legal address. Verbal public comments will be accepted during the Public Hearings held on the dates and times noted above or by calling 482-5028 during the 30-day public comment period.

The primary objective of the HOME-ARP Allocation Plan is to outline a plan to help individuals and families who are homelessness or at risk of homelessness. The plan will include a proposed spending plan in these eligible areas: Administration and Planning; Development of Affordable Rental Housing; Supportive Services and Acquisition and Development of Non-Congregate Shelter.

The draft HOME-ARP Allocation Plan can be viewed at <https://portlandmaine.gov/1303/Plans-and-Reports> and <https://www.cumberlandcounty.org/170/Reports-Plans> starting on February 8, 2023.

Translation, interpretation, and other accommodations will be available for materials and meetings upon request.

Please contact the following person to request an interpreter or accommodation for the meeting: Victoria Volent, vvolent@portlandmaine.gov, 207-482-5028.

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Pour obtenir un interprète ou faciliter une réunion, veuillez contacter la personne suivante: Victoria Volent, vvolent@portlandmaine.gov, 207-482-5028.

Para solicitar un intérprete o una adaptación especial para la reunión, comuníquese con esta persona: Victoria Volent, vvolent@portlandmaine.gov, 207-482-5028.

Leka na ko bengsa moto oyo soki oza na bosenga ya interprete to ya bosalisi pona rendez-vous na yo: Victoria Volent, vvolent@portlandmaine.gov, 207-482-5028.

SPORTS

Portland Press Herald • Wednesday, February 8, 2023 D5

MLB NOTEBOOK

Red Sox sign pitcher Faria to minor league contract

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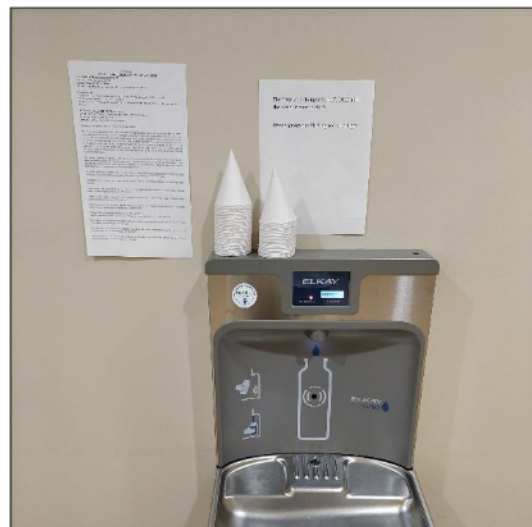
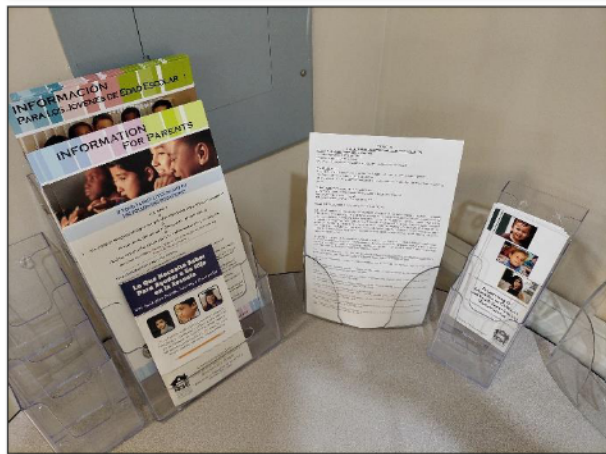
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Postings of Public Notice



Public Engagement

Promotion of public participation and community meetings:



FOR IMMEDIATE RELEASE

January 31, 2022

MEDIA CONTACT

Jessica Grondin

207.272.7885

City & County Soliciting Feedback on Community Housing Needs

Feedback will help guide plans to put federal funds to use

PORTLAND, Maine – On Tuesday, February 8, at 6:00 PM, the City of Portland and Cumberland County will co-host a [public meeting](#) to collect public feedback on reducing homelessness and increasing housing stability.

Cumberland County and the City of Portland have been awarded \$3,500,000 in HOME-ARP funding to provide housing, rental assistance, supportive services, and non-congregate shelter, to reduce homelessness and increase housing stability. The funding must primarily benefit qualifying individuals and families who are homeless, at risk of homelessness, or in a vulnerable population.

Public input will help guide the plan's recommendations and is a vital element in assessing the needs of and gathering input from the community.

Zoom Link: <https://us02web.zoom.us/j/82615536058>

Meeting ID: 826 1553 6058

Telephone Number: 646-558-8656

February 7th, 2022 News Article:

<https://www.pressherald.com/2022/02/07/more-pandemic-funding-targeted-to-address-homeless-housing-needs/>

February 8th, 2022 Events Page:

https://www.pressherald.com/forecaster/forecaster-calendar/?_escaped_fragment_=/show/?start=2020-04-06#!/details/Soliciting-Feedback-on-Community-Housing-Needs/9875553/2022-02-08T18

NEWS BUSINESS OPINION SPORTS A&E FOOD THINGS TO DO

LOCAL & STATE

More pandemic funding targeted to address homeless, housing needs

Portland and Cumberland County are seeking public input on how to spend \$3.6 million in ARPA funding to reduce homelessness and increase housing availability.

BY KELLEY BOUCHARD STAFF WRITER

EMAIL WRITER
207-791-6328

21 COMMENTS

Listen to this article now
Powered by Tiny Audio

Regional efforts are ramping up to reduce homelessness and increase available housing in southern Maine, fueled by additional pandemic funding from the American Rescue Plan Act.

A consortium led by the city of Portland that includes Cumberland County and the town of Brunswick has been awarded \$3.6 million in ARPA funding through the U.S. Department of Housing and Urban Development's Home Investment Partnerships Program.

BROWSE MORE IN

LOCAL & STATE
POLITICS
NATION & WORLD
READ THE EPAPER

Put continuous planning into action at your organization.

SPORTS A&E

MYACCOUNT LOG OUT

Soliciting Feedback on Community Housing Needs

Tuesday, February 08, 2022, 6:00pm
[Add to Calendar](#)

Event Format
Virtual
[Learn More](#)

Originating Location
Cumberland County and the City of Portland have been awarded \$3,500,000 in HOME-ARP funding (see attachment) to provide housing, rental assistance, supportive services, and non-congregate shelter, to reduce homelessness and increase housing stability. On Tuesday, February 8, at 6:00 PM, the City of Portland and Cumberland County will co-host a public meeting to collect public feedback on reducing homelessness and increasing housing stability. Please join us via Zoom, public input will help guide Portland, ME

Price
\$0.00 to \$500.00

Notes
Virtual Event

Description
Tuesday, February 8, 2022

Order 179-23/24
Passage: 8-0 on 4/22/2024
(Bullett absent)

Effective 5/2/2024

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

**ORDER APPROVING SUBSTANTIAL AMENDMENT TO THE HOME AMERICAN
RESCUE PLAN ALLOCATION PLAN**

ORDERED, a Substantial Amendment to the HOME American Rescue Plan Allocation Plan substantially in the form attached hereto, is hereby approved; and

BE IT FURTHER ORDERED, that the City Council hereby authorizes the City Manager or designee to execute any documents necessary or convenient to carry out the intent of said documents and this Order.

NOTICE OF PUBLIC HEARINGS and PUBLIC COMMENT PERIOD

Cumberland County

Commissioner Meeting: Monday, April 8, 2024 at 5:30pm

142 Federal St, Portland, ME - Cumberland County Courthouse, Feeney Room

City of Portland

Housing & Economic Development Committee: Tuesday, March 19, 2024 at 5:30pm (remote)

Health & Human Services/Public Safety Committee: Tuesday, March 26, 2024 at 5:30 pm (remote)

City Council Meeting: Monday, April 22, 2024 at 5:00 pm

389 Congress St, Portland, ME - City Hall, Council Chambers or remotely as allowed in the City of Portland Remote Meeting Policy

30 DAY PUBLIC COMMENT PERIOD

CITY OF PORTLAND, MAINE / CUMBERLAND COUNTY HOME CONSORTIUM

Tuesday, March 19, 2024 through Friday, April 19, 2024

389 Congress Street, Portland City Hall, Room 312

Lauren Bowen@portlandmaine.gov, 207-756-8246

HOME-ARP ALLOCATION PLAN - SUBSTANTIAL AMENDMENT

The City of Portland and the County of Cumberland will hold two public hearings to consider the HOME-ARP Substantial Amendment outlining the use of funds received by the Cumberland County HOME Consortium from the U.S. Department of Housing and Urban Development (HUD). Public comments on the proposed Amendment will be accepted in writing or verbally from Tuesday, March 19, 2024 to Friday, April 19, 2024.

To submit written public comment for the public hearing, please send an email to LBowen@portlandmaine.gov by midnight on Friday, April 19, 2024. All submissions must include the commenter's name and legal address. Verbal public comments will be accepted during the Public Hearings held on the dates and times noted above or by calling 207-756-8246 during the 30-day public comment period.

The primary objective of the HOME-ARP Substantial Amendment is to better align the distribution of HOME-ARP funds in accordance with the priority needs of individuals and families who are experiencing or at risk of experiencing homelessness. Changes included in the Substantial Amendment will ensure that these one-time funds are used to provide housing, resources, and support to those experiencing homelessness in Cumberland County and the City of Portland.

The draft HOME-ARP Substantial Amendment and original Allocation Plan can be viewed at <https://portlandmaine.gov/1203/Plans-and-Reports-Accepting-Public-Comme> and [Cumberlandcountyme.gov/HOME-ARP](https://cumberlandcountyme.gov/HOME-ARP) starting on March 19, 2024.

Translation, interpretation, and other accommodations will be available for materials and meetings upon request.

Please contact the following person to request an interpreter or accommodation for the meeting: Lauren Bowen@portlandmaine.gov, 207-756-8246.

Fadlan la xiriir qofkan hoose si aad u condsato turjumaan ama tixgelin xiliga shirka: Lauren Bowen@portlandmaine.gov, 207-756-8246.

Por favor entre em contato com a seguinte pessoa para solicitar um intérprete ou acomodação para a reunião: Lauren Bowen@portlandmaine.gov, 207-756-8246.

Lauren Bowen@portlandmaine.gov, 207-756-8246:

يرجى الاتصال بالشخص التالي لطلب مترجم فوري أو تسهيلات لحضور الاجتماع: الاسم، البريد الإلكتروني، رقم الهاتف

Pour obtenir un interprète ou faciliter une réunion, veuillez contacter la personne suivante: Lauren Bowen@portlandmaine.gov, 207-756-8246.

Para solicitar un intérprete o una adaptación especial para la reunión, comuníquese con esta persona: Lauren Bowen@portlandmaine.gov, 207-756-8246.

Leka na ko benga moto oyo soki oza na bosenga ya interprete to ya bosalisi pona rendez-vous na yo: Lauren Bowen@portlandmaine.gov, 207-756-8246.

CITY OF PORTLAND /CUMBERLAND COUNTY
HOME CONSORTIUM

HOME – ARP ALLOCATION PLAN
Draft Substantial Amendment #1



Substantial Amendment #1 Summary

The US Department of Housing and Urban Development (HUD) requires Project Jurisdictions (PJs) to formally amend their HOME Investment Partnership Program American Rescue Plan (HOME-ARP) Allocation Plan when it proposes a change in the method of distributing funds; to carry out an activity not previously described in the plan; to change the purpose, scope, location, or beneficiaries of an activity, including new preferences not previously described in the plan; or if the proposed change triggers a substantial amendment under the PJ's Citizen's Participation Plan (CPP).

The City of Portland / Cumberland County HOME Consortium (CCHC) proposes to amend its HUD-approved FY 2021 HOME-ARP Allocation Plan in order to, first, incorporate a preference for Qualifying Population (QP) 1 for the Development of Affordable Rental Housing; second, to define a referral method for these new rental units; and third, to reallocate funding from the Acquisition and Development of Non-Congregate Shelter to Supportive Services. These amendments are found on pages 3-5 of this document and are highlighted in yellow herein. All other aspects of CCHC's HOME-ARP Allocation Plan remain unchanged.

By providing a preference, CCHC is establishing the order in which individuals and families are admitted to or selected by subrecipients, service providers, and owner/developers for HOME-ARP housing and supportive services. Preferences do not change who is eligible for HOME-ARP assistance, nor do preferences exclude an individual or family that is part of another QP from applying for HOME-ARP housing, shelter, or services.

By reallocating the funding allotments, CCHC intends to provide more resources, support, and housing navigation services to those in our community who need it most.

The changes made to CCHC's HOME-ARP Allocation Plan will allow the PJ to better serve HOME-ARP QPs, while also advancing our mission to end homelessness. Recognizing the dire need for housing for people experiencing homelessness, CCHC's revised HOME-ARP Allocation Plan will now focus on ensuring HOME-ARP funds serve the most vulnerable in our community.

HOME-ARP ALLOCATION PLAN
FOR HOME-AMERICAN RESCUE PLAN PROGRAM
DRAFT Substantial Amendment #1

PREFERENCES

Identify whether the PJ intends to give preference to one or more qualifying populations or a subpopulation within one or more qualifying populations for any eligible activity or project:

Preferences (ORIGINAL HOME-ARP Allocation Plan Page 31)

The City of Portland / Cumberland County HOME Consortium does not plan to give preference to one or more qualifying populations or subpopulations for any eligible activity or project. If it is determined that the only viable project would require a preference, a substantial amendment, including the required public participation process will be submitted.

Preferences (REVISED HOME-ARP Allocation Plan)

The City of Portland / Cumberland County HOME Consortium will give preference to proposals for the development of affordable housing serving HOME-ARP Qualifying Population (QP) 1.

If a preference was identified, explain how the use of a preference or method of prioritization will address the unmet need or gap in benefits and services received by individuals and families in the qualifying population or category of qualifying population, consistent with the PJ's needs assessment and gap analysis:

These preferences offer our most vulnerable population the quickest access to achieving housing stability, while at the same time achieving the goals set forth in the Allocation Plan. These preferences, along with the allocations to the HOME-ARP activities, allow for the greatest positive impacts to our community.

CCHC will ensure that selected projects comply with all applicable fair housing, civil rights, and non-discrimination requirements, including but not limited to requirements listed in 24 CFR 5.105(a). In accordance with federal and Maine Fair Housing laws, no housing or services will be denied to persons based on race, color, family status, disability, sex, national origin, religion, marital status, ancestry, source of income, sexual orientation, age and the status as a victim of domestic abuse, sexual assault or stalking.

If a preference was identified, describe how the PJ will use HOME-ARP funds to address the unmet needs or gaps in benefits and services of the other qualifying populations that are not included in the preference:

As detailed in the needs assessment, Cumberland County, which encompasses the City of Portland, has significant shortages of housing for households in each of the HOME- ARP QPs. The shortage of housing units is most apparent for individuals and families experiencing homelessness, particularly those who are chronically homeless. While there will be a preference for people experiencing homelessness, who may themselves fall into other qualifying population categories, HOME- ARP units would not exclude any QP or subpopulation from a waitlist.

REFERRAL METHODS

Identify the referral methods that the PJ intends to use for its HOME-ARP projects and activities. PJ's may use multiple referral methods in its HOME-ARP program. (Optional):

Referral Methods (ORIGINAL HOME-ARP Allocation Plan Page 31)

At this time the City of Portland / Cumberland County HOME Consortium have not defined a referral method. A referral method will be defined during the RFP process for selecting projects, programs, or services.

Referral Methods (REVISED HOME-ARP Allocation Plan)

As CCHC is implementing a preference for the development of affordable housing serving QP 1, the PJ intends to use referrals from Coordinated Entry (CE). Qualifying populations that are not served through CE will be served through other referral methods that are developed through coordination with service providers who serve those QPs.

Use of HOME-ARP Funding (ORIGINAL HOME-ARP Allocation Plan Page 29)

CCHC's original HOME-ARP Allocation Plan described needs and gaps in shelter, housing, supportive services, and the PJ's planned use of \$3,594,143.00 in HOME-ARP funding. CCHC originally received approval for its HOME-ARP Allocation Plan from HUD on May 1, 2023, which showed how much funding CCHC would appropriate to each of the following activities:

Supportive Services - \$763,756

Acquisition and Development of Non-Congregate Shelters - \$250,000

Tenant Based Rental Assistance (TBRA) - \$0

Development of Affordable Rental Housing - \$2,041,266
Non-Profit Operating - \$0
Non-Profit Capacity Building - \$0
Administration and Planning - \$539,121
Total: \$3,594,143

Use of HOME-ARP Funding (REVISED HOME-ARP Allocation Plan)

CCHC proposes to revise the HOME-ARP Allocation Plan to redistribute funding from the Acquisition and Development of Non-Congregate Shelters to Supportive Services, as shown below:

Supportive Services - \$1,013,756
Acquisition and Development of Non-Congregate Shelters - \$0
Tenant Based Rental Assistance (TBRA) - \$0
Development of Affordable Rental Housing - \$2,041,266.
Non-Profit Operating - \$0
Non-Profit Capacity Building - \$0
Administration and Planning - \$539,121
Total: \$3,594,143 (No bottom-line change; redistribution only)

CUMBERLAND COUNTY HOME CONSORTIUM

HOME – ARP PY21 Allocation Plan

Adopted by the Cumberland County Commissioners on March 13, 2023
Adopted by the Portland City Council on March 20, 2023



HOME-ARP TABLE OF CONTENTS

Introduction ... 1

Consultation ... 2

Public Participation11

Needs Assessment and Gaps Analysis 12

HOME-ARP Activities29

Use of HOME-ARP Funding29

HOME-ARP Production Goals31

Preferences31

HOME-ARP Refinancing.....32

Appendices

 Appendix A (Consultation Participants)

 Appendix B (Public Outreach)

 Appendix C (SF424 and Certificates)

HOME-ARP ALLOCATION PLAN

INTRODUCTION

The American Rescue Plan (ARP) Act, which was the most recent federal relief package created to assist states, counties, and local governments to address the negative economic effects of the Coronavirus pandemic, appropriated funds for the U.S. Department of Housing and Urban Development (HUD) to distribute under the HOME Investment Partnership Program (HOME) in Federal Fiscal Year 2021. The City of Portland / Cumberland County HOME Consortium Participating Jurisdiction (PJ) received a total allocation of \$3,594,143 in HOME-American Rescue Plan (HOME-ARP) funds. These funds are to be distributed by the City of Portland / Cumberland County HOME Consortium in accordance with this Allocation Plan.

This plan was created utilizing the HUD CPD template provided, including questions and tables, as well as the requirements for the HOME-ARP allocation plan, as described in Notice CPD-21-10: *Requirements of the Use of Funds in the HOME-American Rescue Plan Program*, unless noted as optional. Also submitted with this plan are the SF-424, and the related certifications. References to “ARP” mean the HOME-ARP statute at section 3205 of the American Rescue Plan Act of 2021 (P.L. 117-2).

The HOME-ARP program is intended to serve four types of qualifying populations: 1. Homeless; 2. At-Risk of Homelessness; 3. Fleeing Domestic Violence, Dating Violence, Stalking or Assault; 4. Other populations. More information on the four qualifying populations will be described within this Allocation Plan but the complete definitions can be found in HUD CPD Notice 21-10.

The HOME-ARP program can be used to fund the following eligible activities: Rental housing development, tenant based rental assistance, supportive housing services, non-congregate shelter development, operating and capacity building expenses for non-profits undertaking HOME-ARP activities, and administration expenses related to implementing HOME-ARP funded programs. A description of each of these activities can be found in HUD CPD Notice 21-10.

The following Allocation Plan will describe the City of Portland / Cumberland County HOME Consortium’s process for consulting with required groups, impacted populations, service providers, public agencies, and other organizations. This plan will also summarize information gained from these consultations, review the current conditions, and assess the needs and gaps for qualifying populations within Cumberland County. Finally, this plan will describe the process for determining the most effective uses of the HOME-ARP allocation. The allocation of these funds to specific projects or programs requires first posting a draft of the plan for public comment and submitting the HOME-ARP Allocation Plan to the U.S. Department of Housing and Urban Development (HUD) for review and approval. Once approved by HUD, the City of Portland / Cumberland County HOME Consortium will release one or more RFPs for specific types of projects and/or programs needed to address the identified needs.

CONSULTATION

Before developing the Allocation Plan, the City of Portland and Cumberland County consulted with a diverse group of organizations and stakeholders serving the qualifying populations. As required under HUD CPD Notice 21-10, Section V.A, the City of Portland and Cumberland County's consultations included the following:

- Maine Statewide Continuum of Care
- Homeless Service Providers
- Domestic Violence Service Providers
- Veterans Groups
- Public Housing Authorities
- Public Agencies that Address the Needs of Qualifying Populations
- Public or Private Organizations that Address Civil Rights and Fair Housing
- Public or Private Organizations that Address the Needs of Persons with Disabilities

The Greater Portland Area is known state-wide as the hub for services addressing the needs of many HOME-ARP qualifying populations. Because of this, MaineHousing asked the City of Portland/Cumberland County HOME Consortium to jointly participate in a series of six virtual HOME-ARP stakeholder meetings. Each meeting was designed to ensure that all required consultations were included and all qualifying populations were covered. In addition to these six meetings, the City of Portland and Cumberland County conducted an additional three virtual stakeholder meetings specifically to discuss the qualifying populations in Cumberland County. Each meeting included an overview of the HOME-ARP program parameters, expected allocation, and projected timeline. In an effort to include the general public, the City of Portland and Cumberland County held a virtual meeting open to all interested parties. Finally, the City of Portland and Cumberland County held one on one discussions via email and telephone with the Maine Continuum of Care, Homeless Service Providers, Domestic Violence Service Providers, and Public Housing Agencies in an effort to ensure all required information was collected. All consultations, whether in a group setting or one-on-one encouraged an open dialogue about the needs, gaps, and suggested best uses of the HOME-ARP funds to address these needs for specific qualifying populations.

The following table includes a list of all formal consultations, type of agency, consultation method, and feedback:

Agency/Org Consulted	Type of Agency/Org	Method of Consultation	Feedback
Maine Shelter Network	The Network is currently composed of 20 or so active participating agencies. Participants are Executive Directors of single adult shelters, family shelters, shelters for	10/19/2021 Virtual Meeting	More units of affordable housing split between supportive and non-supportive units. Non-supportive units are needed. Mixed use of affordable housing comprised both of permanent supportive units and non-congregate shelters. There is a need for more non-profit housing providers. Create

	domestic violence families, substance use shelters and youth shelters.		more transitional housing. More S.R.O.s are needed. Additional supportive units for youths sharing space with a roommate (a best practice). Additional medium tiered housing. More shelter beds in rural areas. More navigators. Tiny homes that are handicap accessible. Additional low barrier units. Additional workforce housing.
Maine Continuum of Care (MCoC)	Continuum of Care	10-21-2021 Virtual meeting with 59 people attending	Continue with rental assistance. Fund Security Deposit Assistance. Landlord outreach to address landlord fear. Supplement income gaps with rental assistance. LIHTC Housing that is welcoming to the homeless population and voucher holders. More affordable housing units are needed. Fund Rapid Re-Housing and wrap around services with additional funds for more outreach workers. Use funds to rehab buildings. Fund housing for low income population with relaxed criteria.
Advocates and People with Lived Experience	Group of people with lived experience of homelessness and their advocates.	10-22-2021 Virtual meeting with 13 people attending	Work with local landlords to repair and bring units to code. Purchase hotels in different areas of the state, add cooking ability to each room making it an efficiency. Create supportive and emergency housing units. Need additional warming centers. Look for old schools, stores and other empty buildings that can be quickly renovated. Hire temp staff to help shelters advocate for the homeless. Fund Rapid Re-Housing. Implement and enforce that landlords can't discriminate against voucher holders. Use funds to help with cost for applying for rentals, background checks and credit checks. More navigators. Help with funds for required paperwork for HCVs (birth

			certificates, ID cards and other documents). More houses that people can afford to rent and maybe someday buy.
Developers and Community Action Agencies	Mixed group of people representing developers, providers and Community Action Agencies	10-27-2021 Virtual meeting with 24 people attending	Need more affordable units; develop additional LIHTC units. Build shelters with more capacity, provide additional training for shelter staff. Increase the amount of PSM in areas where there are no shelters, especially the rural areas of the state. Create housing for long term stayers (who tend to be single adults). There is a need for larger units for multi-generational living and large families.
Homeless Veterans Action Committee	Homeless Veterans Action Committee is the Veterans Committee of the Maine Continuum of Care (MCOC)	11-2-2021 Virtual meeting with 20 people attending	Use funding to combat the lack of affordable units. Construct affordable, safe and quality housing. Purchase hotels. Develop a project that has units accepting VASH and people with mixed incomes for Veterans. Use funding for a project that has a portion of the units accepting project-based vouchers, a portion for people who need support services and a portion that provides non-congregant shelter beds.
Public Housing Authorities	Public Housing Authorities from across the State of Maine representing both urban and rural areas.	11-5-2021 Virtual meeting with 20 people attending	Create more supportive housing with low barriers and access to services. Assist with operating costs of long-term tax credit development projects. Create housing that provides an interim stage/setting for people between shelters and permanent housing that provides support and assist in helping people become ready for permanent housing. Use funding for housing stability-more funding for wrap around services and housing navigation. Invest money into a statewide network for eviction prevention and diversion. Low interest loans to PHAs to assist in the purchase of 4-

			8 unit buildings. More PHA loan subsidies to assist with their buying units for VASH tenants.
Emergency Shelter Assessment Committee (ESAC)	ESAC is a collaborative of service providers, consumers, local and state governmental representatives, advocates, and other interested community members working to ensure the safety and well-being of people who are homeless in Portland.	12-6-2021 Virtual meeting with 20 people attending	While the presentation largely focused on explaining the HOME-ARP funds, eligible uses, and qualifying populations, there was opportunity for general feedback and there was specific interest in using these funds for housing and supportive services.
Maine Continuum of Care/Advocates for the Homeless/Maine Shelter Network	Service providers and representatives from local and state agencies.	1-11-2022 Virtual meeting with 12 people attending	Need more rapid re-housing initiatives to secure housing. Should develop some type of family housing with supportive services. Housing that remains affordable is needed. The populations of individuals that struggle with substance use and mental health issues are struggling with finding housing. These longest-term stayers would benefit from low barrier non-congregate care. Build or acquire housing with support services. Permanent housing is the ideal. Renovating hotels may be quicker and would be a low barrier solution. Emergency hotels are an absolute critical need. Renovate hotels with cooking facilities. Housing for the homeless is a critical need. Support creation of affordable housing for people with disabilities
The Opportunity Alliance	Emergency Shelter Provider	1-11-2022 Email	Interim motel or shelter supports for emergency shelter placement when necessary and no other resources are readily available. Programs such and Emergency Rent Relief and General Assistance are experience extremely high volume of housing emergencies and there are times

			when there are no other options for shelter at the moment – and there needs to be another ‘emergency access’ from anywhere from 1 night to 30 days to give time to secure other potential resources, when no other exists. Fund more hands-on housing navigators to help work with and support housing stability work. There are way too many in need to sustain housing and not enough to help navigate.
Developers and Advocates for Public Housing	Mixed group of people representing developers, service providers, public housing authority and representatives from local and state agencies.	1-14-2022 Virtual meeting with 18 people attending	There are no units available. Need supportive services. Need mental health centers. Best way forward is to pair it with LIHTC for Homeless units/Mental Health Services. This is an opportunity to support programs such as workforce housing and housing first. Need more housing units.
Publicly noticed meeting facilitated by the Cumberland County HOME Consortium	Participating Jurisdiction	2-8-2022 Virtual public meeting with 35 people attending	The biggest barrier is finding landlords that will accept Section 8 vouchers. Need wrap around services. Need supportive services for behavioral health issues as well as outreach services. Need to provide services for people who are resistant to aggregate care. Need to move people out of hotels and into: (1) tiny houses, mobile homes, and shipping containers; (2) housing in unused buildings that would need retrofits (empty malls, military bases or condemned property). Should provide a safe and supportive environment where people can transition away from addiction and grow toward developing a meaningful and productive life for themselves. Would like to see supportive housing (with mental health services). Need permanent housing. Need for production is acute.
City of Portland	Social Services Division of Health	9-16-2022	Provided data consisting of: project type, organization name, project

	and Human Services Department	Email	name, year-round beds, and overflow bed data regarding emergency shelter, transitional housing, rapid re-housing, and permanent supportive housing in Cumberland County.
Through These Doors	Domestic Violence Shelter	10-28-2022 Email	Provided qualifying population demographics regarding emergency shelter and transitional housing programs offered by Through These Doors.
MaineHousing		11-1-2022 Email	Provided qualifying population demographics regarding emergency shelter, transitional housing, rapid re-housing, and permanent supportive housing in Cumberland County. Provided PIT demographics for Cumberland County.
Preble Street		11-9-2022 11-18-2022 Email	Confirmed bed count and provided gap number of beds needed for adults and youths. Also provided the age range, average age, gender ID ratio, and race/ethnicity status per property. Noted, the most striking trend is the increase in asylum-seeking youth from African countries.
Community Housing of Maine		11-17-2022 Email	Provided data consisting of: property location, apartment size, family size, adult/children count, sex, and gap in service delivery per property.
Portland Housing Authority	Public Housing Authority	11-22-2022 12-6-22 Email	Provided data regarding PBV and HCV. Also noted; we do have unmet needs for Households exiting Homelessness – from the Applicant stage to Lease-up. At Application: It is very challenging for folks to get on our waitlist and not be purged from the list due to not being able to locate them. At Intake: For the small number that make it off the list and to our Intake we have found a very small number of them are able to complete our basic eligibility process. At lease-up: If we are able to find them and get the Voucher to

			them – they now have to find a unit in a highly competitive market. Although we have generous eligibility requirements for the Voucher, landlords can select out these folks in three typically ways – all of which are significantly exaggerated when homeless. Once Leased: Should the Individual make it through all of these hurdles to this point – they are now moving into a unit without furnishings, have a disproportionate likelihood of bringing pest issues – many times from the Homeless Shelter, to fairly and consistently provide affordable housing to the unhoused population we need funding for staff to walk them through each of these processes listed above. We need funding for staff and flex funding to make utilization of these Vouchers happen. If not – the individuals who are less needy in many ways end up being the ones that are able to utilize them. We have tested this theory with FYI and EHV Vouchers and have been very successful. When staff and flex funds are allocated we have more success. We find this only works when the staff are working under the Housing Authority
Milestone-Recovery	Provides outreach and community support to individuals experiencing homelessness concurrent with substance use or mental health disorders; operates Substance Use Homeless Shelter along with a program to transition	12-6-2022 Email	The most urgent unmet need of Milestone’s qualifying population is emergency homeless shelter capacity. Our emergency shelter is currently operating at full capacity of 36 beds per night, and still experiences significantly higher demand than we can meet. In the last several months we have been forced to turn away an average of 10-15 qualified individuals seeking shelter each night, and the need is only expected to intensify as we move into the depths of winter.

	clients out of chronic homelessness and into permanent, stable housing; and offers treatment programs directed at low-income individuals, including those experiencing homelessness.		Most broadly, the largest unmet systemic need for the Housing Navigator Program is the short supply of affordable housing in the community, especially housing programs that employ a housing-first model to substance use.
Shalom House		12-9-2022 Email	Confirmed property locations and headcount.
Westbrook Housing	Public Housing Authority	12-21-2022 In-Person Meeting	Need for more housing across all income levels and age groups. There is a need for funds to pay for ongoing supportive services, not just when the housing is first built but for many years to come. It's harder to find ways to build this type of housing than to build senior or even family affordable housing units. It's harder to build supportive housing outside of the Greater Portland area because the supportive services just aren't accessible by the tenants.
Tedford Housing	Provides emergency homeless shelter, supportive housing for previously homeless families and individuals as well as homeless prevention services.	1-23-2023 Email	There is a need for more support and emergency housing (shelters). We are all straining to serve clients and there are very few revenue streams, including ARPA funds, to support emergency housing. Lots of money is being thrown at supportive housing, but where are people supposed to go in the meantime. Funding for hotel rooms could have been put into real solutions to assist people experiencing homelessness or at risk, like support for shelters, case management, facility renovation and new construction for emergency, transitional and permanent supportive housing.
City of Portland	Social Services	1-25-2023	Simply put, there are not enough

	Division of Health and Human Services Department	Email	affordable units to meet the number of individuals seeking permanent housing. Many hotels are not interested in working with GA offices for temporary emergency shelter for a number of reasons. Many hotels require security deposits that GA typically cannot assist with, and many hotels require valid ID's and credit cards to make reservations which are not something that most have. Priorities needs include shelter/housing/rental assistance, food and non-food items, medications, and assistance with utilities. This program of last resort has met many, many people's basic needs throughout the pandemic, but the needs are growing as more new arrivals present, and as inflation/rent rises so do the number of applications with our GA office.
United Way of Southern Maine	Social Services Agency	1-27-2023 Email	Provided ERA data within Cumberland County
Westbrook Housing Authority	Public Housing Authority	1-30-2023 Email	Provided PBV and HCV program numbers for the City of Westbrook

Summary of Feedback

Through the City of Portland and Cumberland County's HOME-ARP consultation process, there were several reoccurring themes across multiple type of agencies working with various qualifying populations. The most common theme was the need for permanent housing. The types of housing needed included permanent supportive housing, housing for hard-to house populations such as individuals with felony records and substance use disorders, housing for specific populations such as veterans, DV victims, seniors, families, and persons with mental and physical disabilities. Affordable housing across all family sizes and income levels is needed. In addition to the need for more affordable housing units, the need for increased capacity in the level of supportive services being offered throughout Cumberland County, particularly in the Greater Portland Area, was a common theme.

Based on the feedback provided through the consultation process, the City of Portland and Cumberland County HOME Consortium have concluded that there is not enough evidence available to justify offering preferences or prioritizing of one HOME-ARP qualifying population over another. At this time a clear referral process has not been identified and

the CoC coordinated entry system has been eliminated as the referral method without modification to remove embedded prioritization. The City and County are committed to ensuring that all proposed projects and activities are open to all HOME-ARP qualifying populations. If in the selection of a specific project or activity, a preference or limitation of eligibility is required, a substantial amendment of the HOME-ARP Allocation Plan will be submitted to HUD for review and approval.

PUBLIC PARTICIPATION

Summary of Public Participation Process

In accordance with Section V.B of the Notice, The City of Portland / Cumberland County HOME Consortium provided for and encouraged citizens to participate in the development of the HOME-ARP allocation plan. Before submitting the HOME-ARP Allocation Plan, the HOME Consortium provided Cumberland County residents with reasonable notice and multiple opportunities to comment on the proposed HOME-ARP allocation plan. The City of Portland and Cumberland County ensured that the public comment period and public hearings adhered to the City and County's respective citizen participation plans. The following public participation process was followed:

- Public Notice: Portland Press Herald 2/3/2023 and correction notice on 2/7/2023
- Public Comment Period: 2/8/2023 through 3/10/2023 – 30 Days
- Public Hearings:
 - Cumberland County Commissioners Meeting- 2/13/23- 5:30pm (In-person)
 - City Housing & Economic Dev. Committee 2/21/23 – 5:30pm (Remote)
 - Cumberland County Commissioners Meeting – 3/13/23 5:30pm (In-person)
 - City of Portland City Council Meeting- 3/20/23 5:00pm (In-person and Remote)

Please see Appendix B for a copy of the public notices and images of the public notices posted in various locations.

Efforts to Broaden Public Participation

As mentioned above, before the creation the HOME-ARP Allocation Plan, the City and County began to engage with citizens in the preparation of this Allocation Plan. The Portland Press Herald, the largest newspaper in Maine ran a story to help spread the word that the City and County are seeking public input. Additionally, the Press Herald highlighted the City and County's virtual public listening session under their list of events happening in Cumberland County.

Once the Allocation Plan was created, the City and County made efforts to promote the plan beyond the required public notice in the newspaper. The full draft of the HOME-ARP Allocation Plan was made available on the City of Portland and Cumberland County's Community Development pages, under a labeled section called "Plans and Reports". Both the City of Portland and Cumberland County promoted the report through social media pages. The City of Portland promoted the report through a listserv "CityNews"

blast with 5,500 subscribers. The County promoted the Allocation Plan through a County Newsletter that is delivered to 60 elected officials, Town/City Managers, and interested parties throughout all 27 Cumberland County municipalities. **Additionally, an email forwarding a copy of the Allocation Plan was sent to all organizations that contributed data and information used in the plan.**

Please see Appendix B for screen shots and copies off public outreach.

Summary of Comments and Recommendations

At the two City of Portland Public Hearings, there was only one public comment at the March 20 City Council meeting. The public comment was received and accepted but did not require any revisions or further action. A summary of the public comment is included in Appendix B. Although public comment was invited during the County Commissioners meetings, no public comment was received at either of the two meetings.

Summary of Comments or Recommendations not accepted

All public comment was accepted.

NEEDS ASSESSMENT AND GAP ANALYSIS

Qualifying Population Size and Demographics

A full description of each qualifying population can be found starting on page 3, under Section IV. of the HUD CPD Notice 21-10.

<https://www.hud.gov/sites/dfiles/OCHCO/documents/2021-10cpdn.pdf>

The following is only a brief description of the four qualifying populations follows:

- Homeless
 - lacking fixed/regular and adequate nighttime residence
 - Nighttime residence is not designed for ordinary sleeping accommodations
 - Living in public/private shelter or commercial lodging
 - Will lose nighttime residence:
 - Within 14 days
 - Lacks support network needed to obtain new housing
 - Unaccompanied youth (under 25) or families with children which:
 - Defined by HUD as Runaway, DV or McKinney-Vento
 - Not had lease or ownership in permanent housing within 60 days
- At-Risk of Homelessness
 - Annual income below 30%AMI as defined by HUD
 - Not had lease or ownership in permanent housing within 60 days
 - Has been notified in writing of eviction
- Fleeing or attempting to flee Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking
- Other Populations
 - Families requiring services or housing assistance to prevent homelessness

- At greatest risk of homelessness
- Annual income less than 30%AMI
- Cost burden of 50% monthly household income
- Veterans and families that include a veteran family member

In accordance with Section V.C.1 of the Notice, the following sections will describe the size and demographic composition of all four qualifying populations within the geographic boundaries of the City of Portland / Cumberland County HOME Consortium. The City and County made great efforts to use current data, such as the point in time count, housing inventory counts, and data available through the CoC and MaineHousing in the creation of the following sections.

Homeless as defined in 24 CFR 91.5

On December 8, 2022, MaineHousing confirmed 1,921 people in Cumberland County were counted as either receiving general assistance from the City of Portland, receiving Emergency Rental Assistance, or included in the Maine HMIS (Homeless Management Information System) database. The following demographics were identified for the subcategories; (A) Household with children and Households without children receiving general assistance to pay for hotels/motels; (B) Households with children and Households without children receiving rental assistance; and (C) Households with children and Households without children in shelters.

	Households with Children				Households without Children		
	A	B	C		A	B	C
Households	187	154	30		209	126	284
people	647	509	84		250	147	284
under 18	334	270	38		0	0	0
18 to 24	15	36	5		23	12	35
over 24	298	203	41		227	135	249
Female	337	283	48		85	41	76
Male	310	224	35		149	10	199
non-binary	0	3	1		0	2	5
Transgender	0	0	0		0	1	4
Questioning	0	0	0		16	1	0

NonHispanic	647	488	84		239	141	270
Hispanic	0	21	0		11	6	14
Total	647	509	84		150	147	284
Am Indian/Indigenous	0	3	0		3	2	4
Asian/Asian Am	0	0	0		2	1	4
Black/Af Am/African	647	168	64		36	21	71
Hawaiian/Pacific	0	0	-		1	1	0
White	0	300	18		198	117	201
Multiple	0	39	2		9	5	4
Total	647	509	84		249	147	284
Chronic Hh	0	28	1				
Chronic persons	0	103	2		0	42	79

Source: MaineHousing 12-8-22

Within the homeless population of Cumberland County, people of color are significantly over-represented. In a county where people of all races other than white make up only 14% of the overall population, people of color represent approximately 57% of the homeless population in Cumberland County. This is especially true in the case of black individuals who account for about 52% of individuals experiencing homelessness. There has been a fairly significant increase in the percentage of black individuals within the homeless system during the past few years, partially due to an influx of African Asylum-seeking families who have been served through the homeless response system.

At Risk of Homelessness as defined in 23 CFR 91.5

Those most at risk of homelessness in Maine are renter households within 30% of Area Median Income. There are an estimated 23,726 renter households within this income range. The following charts include the demographics of this group of renters.

Renter-Households- Race/Ethnicity	At-Risk of Homelessness: 0% - 30% AMI Renter HH w/ 1 or more severe housing problems		Cumberland County	
	#	%	#	%
Total Renter Households	23,726	8.3%	37,027	33.3%
White alone, non-	18,220	7.0%	32,764	88.5%

Hispanic				
Black or African American alone, non-Hispanic	2,858	33.5%	2,206	6.0%
Asian alone, non-Hispanic	886	13.9%	912	2.5%
American Indian or Alaska Native alone, non-Hispanic	127	15.7%	132	0.4%
Pacific Islander alone, non-Hispanic	0	0.0%	6	0.0%
Hispanic, any race	793	13.4%	781	2.1%

Source: 2020 ACS 5-year estimate S1701; 2016-2020 ACS 5-year estimate S2502

Poverty, housing instability, and cost burden are characteristics of Maine's low-income families most at risk of becoming homeless. The Maine Continuum of Care has identified the following factors associated with housing instability and increased risk of homelessness: insufficient rental assistance options; eviction; family conflict; unemployment; behavioral health challenges, including substance use disorder; and lack of affordable units. Among single individuals, mental and physical disabilities combined with chronic health conditions and addictions are a much larger factor in a person's risk for becoming homeless.

Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking as defined by HUD in CPD Notice 21-10

From October 1, 2021 through September 30, 2022, Through These Doors Domestic Violence Shelter served 78 adults and 37 children for a total of 115 individuals in Cumberland County. The following chart provides demographic information for this group. However, it is important to note that Through These Doors had 500 requests for shelter. The numbers on the below chart only capture those who were able to secure a bed through the domestic violence shelter.

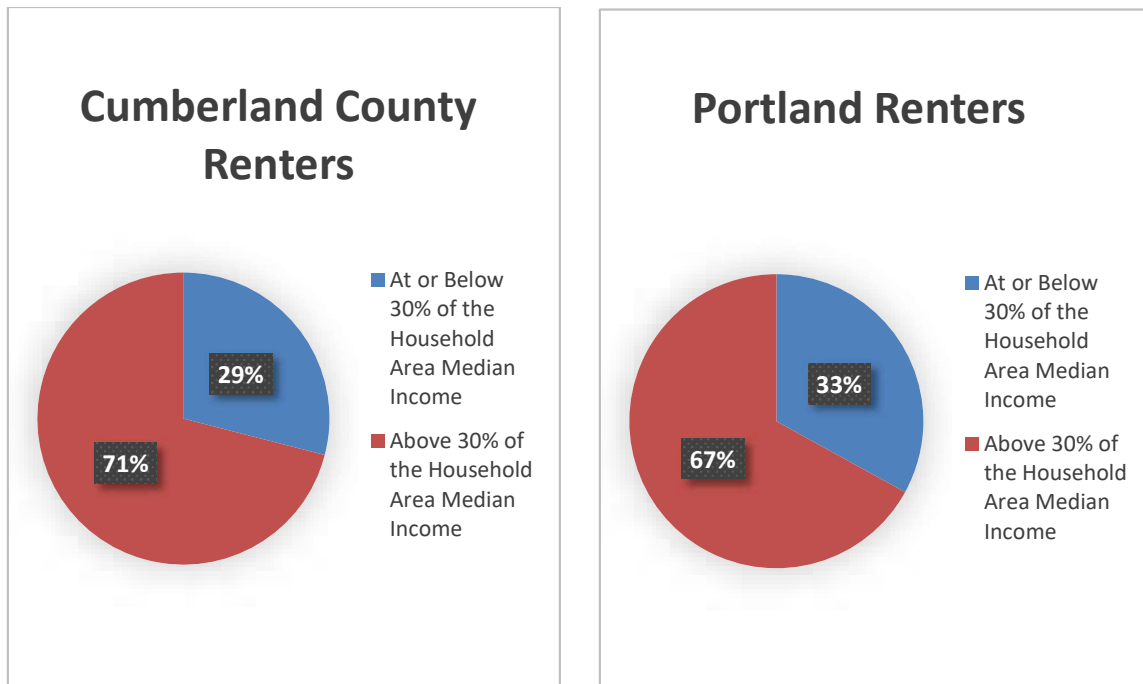
	Family Beds		
	Adult	Children	Total
Adults Total	78	37	115
Beds Total	78	37	115
Age			
0-6		22	22
7-12		11	11
13-17		4	4
18-24	3		13
25-29	70		70

60+	5		5
Gender			
Female	72	17	89
Male		19	19
Transgender	1	1	2
Questioning gender	1		1
Unknown	4		4
Race			
Black or African American	6	10	16
American Indian/Alaska Native	1	1	2
Asian	1	1	2
Hispanic or Latino		7	7
Native Hawaiian/ Other Pacific	3		3
White	42	16	58
Unknown / Other	25	2	27

Source: Through These Doors Domestic Violence Shelter 10-1-21 - 9-30-22

Other populations requiring services or housing assistance to prevent homelessness and other populations at greatest risk of housing instability, as defined by HUD in the Notice

Defining the size and demographic of the ‘Other populations’ category is a difficult task. A common characteristic among many individuals requiring services or housing assistance to prevent homelessness and other populations at greatest risk of housing instability is often income level. According to Comprehensive Housing Affordability Strategy (CHAS) data, utilizing 2015-2019 ACS data, 33% of Portland renters and 29% of Cumberland County renters have household incomes less than or equal to 30% of the household area median family income. Twenty-two percent (22%) of Portland renters and 21% of Cumberland County renters spend between 30% and 50% of their household income on housing costs.



Milestone Recovery operates a program called the Homeless Outreach and Mobile Engagement (HOME) Team, which provides outreach and community support to individuals experiencing homelessness concurrent with substance use or mental health disorders in Portland and South Portland. Milestone also operates Southern Maine's only Substance Use Homeless Shelter, along with a Housing Navigator Program to transition clients out of chronic homelessness and into permanent, stable housing, along with both short-term and long-term substance use treatment programs directed at low-income individuals, including those experiencing homelessness.

The following charts provide demographic information for the HOME Team as of December 20, 2022.

	Number	Percentage
Female	108	22.6%
Male	366	76.6%
non-binary	0	
Transgender	3	.6%
Client Refused	1	.2%
Total	478	100%
Non-Hispanic/Non-Latino	462	96.66%

Hispanic/Latino	13	2.71%
Client does not know	2	.42%
Client refused	1	.21%
Total	478	100%
Am Indian/Indigenous	12	2.50%
Asian/Asian Am	0	0.00%
Black/Af Am/African	43	9.00%
Hawaiian/Pacific	5	1.00%
White	411	86.00%
Client does not know	6	1.30%
Client Refuses	1	.20%
Total	478	100%

Source: Milestone Recovery HOME (Homeless Outreach and Mobile Engagement)

Identification and consideration of current resources available to assist qualifying populations under congregate and non-congregate shelter units, support services, TBRA, and affordable and permanent supportive rental housing.

Congregate & Non-Congregate Shelter Units

- The City of Portland's Health and Human Services Department, Social Services Division operates the Oxford Street Shelter and Family Shelter. The Oxford Street Shelter (OSS), the largest emergency shelter in the State of Maine, is open 24 hours, 365 days a year, and provides safe, temporary, low-barrier housing for homeless adults. OSS served 612 men, 200 women, and 6 transgender individuals for a total of 818 unduplicated individuals in PY2020. The Family Shelter is the largest shelter for families in the State of Maine. The Family Shelter provides temporary housing to families with children under the age of 18, offering both preventative services for families at risk of experiencing homelessness and support services to assist families in locating housing and achieving stability. The Family Shelter provided shelter for 98 families consisting of 327 individuals for a total of 30,028 bed nights. In addition to operating the OSS, the Family Shelter, temporary emergency shelter, a non-congregate hotel for overflow emergency shelter, and providing assistance to area hotels for those referred to General Assistance, the Social Service Division also operated a quarantine shelter for all other Greater Portland Shelters. The City of Portland has 152 year-round emergency shelter beds for adults and children; 134 emergency shelter beds for adult-only households; and 24 shelter beds for unaccompanied youth. An

additional 164 voucher/seasonal overflow emergency shelter beds are available in Portland for households with only adults.

- Tedford Housing in Brunswick operates an adult and family shelter with a capacity of 12 adults and 6 households respectively. During fiscal year 2021-2022, 55 individuals and 58 family members were sheltered by Tedford. Their homeless prevention services assisted 145 individuals and family members while 79 individuals and family members were provided supportive housing. 234 individuals and family members were provided with emergency home heating assistance by Tedford Housing's Warm Thy Neighbor program. In May of 2022, Tedford Housing purchased land in Brunswick for a new emergency housing facility for adults and families. The new building will include twenty-four adult guest beds and ten apartment-style units. The proposed single new facility incorporates separate, secure wings for the adult and family emergency housing facilities with a total of 64 emergency housing beds. The family apartment units will contain four beds each, as well as living and dining spaces in each unit. The adult wing will include shared dormitory spaces that will provide beds for a maximum of 24 individuals. The building will provide a kitchen, dining area and living room for guests in the dormitory style rooms. The new building will replace existing aging facilities.
- With homelessness defined as an emergency under General Assistance statutes, 1,514 unduplicated householders were placed into area hotels utilizing General Assistance vouchers. There are 180 families totaling 607 individuals currently residing in GA funded hotels who are experiencing homelessness. Due to the large number of people presenting for shelter, individuals are immediately sheltered in hotels paid by General Assistance before moving into the Family Shelter as space becomes available. The ESG program has an estimated five-year plan (minus administration) of \$757,636.

Supportive Services

The Portland Community Health Center offers an Integrated Behavioral Health program that is designed to bring adults into treatment who are experiencing homelessness and are suffering from co-occurring mental health and substance use disorders. The City has also added a full-time case manager to work with families experiencing homelessness, resulting in locating permanent housing placements with follow up case management and tenant education services. Preble Street Support Services receives funding from the Veterans Administration to prevent and end homelessness among veterans. Tedford Housing provides permanent supportive services through three locations within Cumberland County that serve a total of thirteen adults and six families. Milestone Recovery operates a program called the Homeless Outreach and Mobile Engagement (HOME) Team which provides outreach and community support to individuals experiencing homelessness concurrent with substance use or mental health disorders in Portland and South Portland. Milestone also operates Southern Maine's only Substance Use Homeless Shelter, along with a Housing Navigator Program to transition clients out of chronic homelessness and into permanent, stable housing, along with both short-term and long-term substance use treatment programs directed at low-income individuals, including those experiencing homelessness. Amistad, a Portland-based nonprofit organization, and Portland Downtown (a 501c4) have created a Peer Outreach Worker program. This program will allow a peer outreach worker to connect with clients that live with mental illness, oftentimes co-occurring substance-use disorders, and oftentimes experiencing

homelessness. The outreach worker will then collaborate with the Milestone Recovery, the City's shelters, local hospitals, and Portland Downtown businesses to get the client the services they need. The Preble Street Joe Kreisler Teen Shelter provides 16-24 beds unaccompanied youth ages 12-20. The shelter provides safe, clean overnight accommodations in a secure building, showers, bathrooms, laundry facilities, towels, and personal hygiene products, community living areas, light breakfast and snacks. Additionally, staff responds to the crisis that lead to homelessness, provides referrals, and links youth to necessary services including substance use, counseling and medical facilities.

Affordable Rental Housing- Portland and Cumberland County have formed a HOME Consortium to receive an annual allocation of HOME Investment funds through the U.S. Department of Housing and Urban Development. HOME funds are used for the creation of affordable housing development throughout Cumberland County and within Portland. Since 2011, \$2,574,887 has been allocated for the construction of 563 low-income rental housing units within Cumberland County. Since 2000, \$10,509,084 in HOME funds, \$1,384,359 in CDBG funds, and \$2,963,584 from the local Jill C. Dusen Housing Trust Fund have been allocated for the construction of 1,361 units of low-income housing and 38 single-occupancy units in Portland. Eleven units (six in Portland and five additional units within Cumberland County) are affordable to low-income households through the assistance of HUD Project Based Rental Assistance (PBRA). 74 units (thirty-nine in Portland, and thirty-five in Cumberland County) make use of the Low-Income Housing Tax Credit Program (LIHTC). In 22-23, \$136,392 of HOME funding was earmarked to support 96 individuals at risk for homelessness through tenant-based rental assistance.

Homelessness Diversion Services- In 2022, 500 persons were assisted through Homeless Prevention services in Greater Portland. The Oxford Street Shelter, through the Emergency Shelter Grant, prevented eight individuals from becoming homeless. In PY2020, 190 individuals received a wide range of comprehensive housing related services, including full assessments to identify barriers to housing and housing stability, connection to appropriate mainstream resources in the community, employment and training opportunities, and at least three months of follow-up services after housing placement. Of the 152 individuals enrolled in the program this year, 30 individuals were rapidly re-housed, 49 families or 152 individuals received essential services, and eight individuals were prevented from becoming homeless.

Rapid Rehousing Services- The goals of the ESG program are 1) to help people who become homeless by quickly moving them into permanent housing and 2) to prevent individuals and families becoming homeless. By using ESG in the shelters and community it helps ensure individuals and families do not become Long Term Stayers. Of 152 individuals enrolled in the program, 30 were rapidly re-housed, 49 received essential services, and 8 individuals were prevented from becoming homeless. The Oxford Street Shelter staff located permanent housing for 102 homeless individuals (79 men and 23 women, including six Veterans and 37 chronically homeless individuals). The Family Shelter placed 73 families into permanent housing without a subsidy, reunified six families with other family members, secured a Shelter+Care Subsidy for 8 families, and secured four families a Housing Choice Subsidy.

Emergency Rental Assistance- One of the goals of the City of Portland's Emergency Solutions Grant program is to provide prevention services to individuals facing homelessness in the

community. PY 20/21 allocated \$16,363 in homeless prevention for the Oxford Street Shelter. The projected annual goal for Oxford Street Shelter is to serve six people who are at risk of homelessness. The Family Shelter has \$30,412 for homeless prevention and \$52,065 for Essential Services. The goal for the Family Shelter is to serve 10 families who are at risk of homelessness. Due to the large number of people presenting for shelter, individuals are immediately sheltered in hotels paid by General Assistance before moving into the Family Shelter as space becomes available.

General Assistance is a locally and state-funded program administered by municipalities that helps families and individuals pay for housing (among other needs). In March 2021, MaineHousing funded an Emergency Rental Assistance Program through federal Covid-19 relief money. The state reimburses 70% of applicable GA expenses, as long as municipalities process applications within 24 hours. Since its inception, Cumberland County municipalities have received \$78,594,903 in ERA benefits (as of 12-7-22). The Opportunity Alliance administered the ERA program within Cumberland County assisting 20,894 participants/10,213 households with \$45-50 million in funds distributed during January 2022 through December 2022. Over \$70 million has been distributed since January 2021. Of that funding an estimated \$22 million was distributed to support individuals in hotels/motels since January 2022. An estimated 700 to 1,000 unduplicated individuals were served in hotels/motels since January 2021. During their December 15, 2022 meeting, the Emergency Shelter Assessment Committee announced Emergency Rental Assistance funding has run out (but rent is paid through December). Per MaineHousing, the demand for the program increased in 2022 due to a combination of rising rents, the housing shortage and financial repercussions from the continuing pandemic. MaineHousing tried to reduce demand by changing eligibility from 80% AMI to 50% AMI and capping the amount paid to hotels. As of January, 2023, hotels in Freeport, Scarborough and South Portland are currently in the process of evicting their residents. Per the Opportunity Alliance, about 2,000 people will not have secure funding for housing heading into 2023.

Victims of Domestic Violence- Since 2013, Preble Street Anti-Trafficking Services (ATS) has supported more than 600 victims, enrolling over 300 in intensive case management and housing support services. Safe housing is often one of the most expensive costs in supporting survivors of human trafficking. Through These Doors operates an Emergency Shelter for women and children who are experiencing domestic violence. They have sixteen available beds at any given time, which may be occupied by either families or single adults. Through These Doors also provides shelter in hotels as funding permits. From October 1, 2021 through September 30, 2022, Through These Doors provided emergency shelter to 115 individuals and allowed access to basic necessities like food, clothing and personal care items. Residents are offered in-house education programs, individual advocacy, case management and safety planning. Community Housing of Maine (CHOM) operates three permanent supportive housing units serving a total of seven people, and two transitional housing units currently home to 6 people fleeing from domestic violence.

Other Families Requiring Services or Housing Assistance to Prevent Homelessness - The Long-Term Stayers Initiative is a State-wide effort to end homelessness for those who have been homeless 180 days or more during the year. The City of Portland's Oxford Street Shelter uses Emergency Shelter Grants to prevent individuals from becoming homeless by quickly

moving them into permanent housing. By using ESG in the shelters and community it helps ensure individuals and families do not become Long Term Stayers. In PY2020, 190 individuals received a wide range of housing related services; of 152 enrolled in the program, 30 were rapidly re-housed, 49 received essential services and 8 individuals were prevented from becoming homeless. Portland's Health and Human Services Department and Housing and Community Development Division coordinates with other members of the Emergency Shelter Assessment Committee (ESAC) and the United Way of Greater Portland to monitor shelter bed usage for single adults, adolescents and families. ESAC members include shelter providers, supported housing providers, mental health service providers, substance use service providers, health service providers and general services including day shelter providers for the homeless population. ESAC also produces monthly and quarterly statistics on shelter usage and provides a forum to discuss new programs, resource availability, emerging trends and to resolve problems within the continuum that may arise from time to time. In the City of Portland, 33% of CDBG funds support social service agency programs while 70% of CDBG funding is used to benefit persons of low and moderate income. City staff meet with the agencies throughout the year to provide technical assistance and ensure they are meeting HUD guidelines and regulations. Staff also assists in monitoring their progress and makes recommendations for more efficient services. In the calendar year 2021, the Family Shelter in Portland welcomed 295 asylum seeking families totaling 974 individuals presenting for emergency shelter. Due to limited Covid capacity, families were provided access to hotel rooms (through the U.S. Treasury Emergency Rental Assistance program or Maine State General Assistance Funding) as overflow for four to five months prior to entry to shelters where they receive housing navigation. Because asylum seekers do not have Refugee status they are ineligible for most federal rental assistance programs – with the exception of the Emergency Rental Assistance program.

At Greatest Risk of Housing Instability- The City of Portland and Cumberland County collaborate extensively with the four housing authorities within the County. Efforts include development of affordable housing, recreational activities for at-risk youth, self-sufficiency programs, and vouchers for families, unhoused individuals, and disabled persons. Staff from both the County and City of Portland also participate in the Maine Affordable Housing Coalition, which is a collaborative group of developers, Community Action agencies, public housing authorities, investors, housing and service providers, advocates, and others working to increase the supply of quality, affordable housing throughout Maine. In 2019, all Public Housing Authorities and the Maine State Housing Authority created a statewide Combined Wait List (CWL) for the Housing Choice Voucher program. The CWL has an option for individuals in some communities to choose a preference area based on where they live and work. The Portland Housing Authority pays for 357 housing choice vouchers (191 project-based vouchers and 166 tenant-based vouchers) used in 14 housing projects. Of those vouchers, 191 PBVs are for individuals who qualify as homeless, 88 for Veterans Affairs Supportive Housing, 21 Emergency Housing, 37 Mainstream, and 20 Foster Youth Initiatives. The City of Portland's Oxford Street Sheltered used the Emergency Shelter Grant to prevent individuals from becoming homeless. While the city-wide eviction moratorium was in place due to the Covid-19 pandemic, Oxford Street worked with individuals and landlords to mitigate homelessness or return to homelessness. In contrast to the Oxford Street Shelter, the Family Shelter saw a drastic reduction in evictions due to the moratorium and moved prevention funding to essential services to aid with housing placements. The Family shelter placed 73 families into permanent housing without a subsidy, six families were reunified with

other family, eight families secured a Shelter+Care Subsidy, four families secured a Housing Choice Subsidy, and seven families left the shelter of their own accord, due to noncompliance with the program, or due to DHHS involvement. Likewise, the Oxford Street Shelter staff located permanent housing for 102 homeless individuals (79 men and 23 women, including 6 Veterans and 37 chronically homeless individuals). The City of Portland and Cumberland County are partners in the HOME consortium. The two entities work collaboratively to distribute resources and address affordable housing needs for residents of Portland and Cumberland County. Since 2019, the city of Portland has subsidized 416 units of affordable housing including units set aside for long term shelter stayers and 38 single-room occupancy units for women experiencing homelessness, addiction, and related challenges. Cumberland County, through the Cumberland County HOME Consortium, has funded 146 units of low-income housing during this same time. The City of Portland utilizes 33% of CDBG funds for social service supports, including housing programs, homeless services, crisis management services, childcare, family support services, substance use disorder services, youth and adolescent support services, senior services, neighborhood-based programs and projects, and health care for the homeless. Preble Street provides permanent supportive housing for thirty individuals at Huston Commons, and another thirty individuals at Logan Place while Community Housing of Maine (CHOM) provides permanent supportive housing for twenty-eight people within eight units located throughout three buildings. Preble Street provides emergency shelter to forty individuals at Elena's Way, twenty-four teens at Joe Kreisler Teen Shelter, and twenty-five women at Florence House. Preble Street also provides transitional housing to seventeen youth. Shalom House helps adults living with severe mental illness through an array of community-based mental health services and affordable housing. Residential treatment is provided in group living and supportive apartments. Shalom House operates two transitional buildings in Portland with a total of thirteen units and three permanent supportive housing buildings also in Portland with a total of twenty-five units.

The Westbrook Housing Authority reports they currently provide eighty-three residents with Project Based Vouchers at Riverview Terrace and Larrabee Woods, of which seventeen are designated for homeless. Larrabee Commons has thirty-nine vouchers, eighteen of which are PBV and five designated for homeless. And Robert Harnois Apartments has sixty-one PBVs of which thirteen are designated for homeless. For their Housing Choice Voucher Program, they report one hundred thirteen mainstream MS811 vouchers, thirty-five designated for homeless; ten chronically homeless vouchers, and five VASH vouchers for designated homeless veterans. Three chronically homeless and two VASH voucher holders are looking for housing.

The Portland Housing Authority reports a total of three hundred fifty-seven total vouchers set aside for homeless. These are in the form of Vouchers (166) and Project Based Vouchers (191). Vouchers include; VAHS (88), EHV (21), Mainstream (37), and Foster Youth Initiatives (20). PHA pays for the Vouchers that fund the PBV Units. PBV are currently benefiting households in fourteen different housing development projects including those managed by Community Housing of Maine and Preble Street.

The South Portland Housing Authority provides one hundred and twenty-five PBV. SPHA is in the process of converting their Public Housing units to the Section 8 program. By the end of the year, SPHA will have a total of 375 PBVs. There are approximately 646 applicants on waiting lists.

Unmet Housing and Service Needs of Qualifying Populations:

Homeless as defined in 24 CFR 91.5

The shelter system in Portland is beyond capacity. Staff and local organizations struggle to deal with overflow strategies to meet increasing needs. Data from 2019 showed that 79% of the shelter consumers were new consumers with the average length of stay at the shelter under 60 days. Additionally, increased case management is needed for those who have mental illness and substance use issues to help them navigate the service delivery system. The City's Family Shelter has been experiencing an unprecedented volume of clients. Data from 2021 indicated the Family Shelter welcomed 295 asylum seeking families totaling 974 individuals presenting for emergency shelter. As asylum seekers, this designation adds to the complex nature of moving clients out of the shelter and into permanent housing. Overall, Portland homeless shelters had an average of 345 individuals per night last year. This number exceeded bed capacity among all shelters by over 35 individuals and excludes hotels provided by General Assistance. During 2022, 16,173 applications were submitted to the City of Portland for GA assistance for emergency shelter in hotels (a total of 1,168 applications were denied). One hundred percent of upfront costs are covered by the City of Portland/residents. Then seventy percent of the funding is sought through reimbursement from the State of Maine/Office for Family Independence, thirty percent is the responsibility of the issuing municipality. The City of Portland is seeking funding reimbursement from FEMA for its thirty percent responsibility. Despite having seven workers (two openings at the present moment) to process the applications full time (one staff also working on the weekends), the demand for GA remains since the pandemic onset very high. Many people/applicants are seeking emergency shelter, assistance with medications, food and non- food items, rent, as well as utilities.

The town of Brunswick has one 16 bed shelter, Tedford Housing; other than that, there are no additional shelters outside of Portland in Cumberland County. During fiscal year 2021-2022, Tedford Housing turned away 452 adults and 108 families due to a lack of a shelter bed. The family shelter waitlist is about 125 families as of January 2023. The Opportunity Alliance (TOA) is the Community Action Agency for Cumberland County. TOA supports low-income, at-risk individuals and families, refugees and New Mainers, individuals with disabilities, people experiencing mental health and substance use disorders, and individuals and families on the brink, or in the midst of crisis. As reported in the ERA 2022 Point in Time, TOA assisted 154 households with children (509 people of which 270 were under 18; 168 Black/Af Am/African, 300 White, 39 Multiple, and 3 Am Indian/Indigenous), and 126 households without children (147 people of which 2 Am Indian/Indigenous, 1 Asian/Asian Am, 21 Black/Af Am/African, 1 Hawaiian/Pacific, 117 White, and 5 Multiple). Due to the high number of "couch surfers", families who are "doubled up", and individuals residing in cars or tents in secluded rural areas, the number of rural unsheltered is difficult to estimate. Anecdotally, we know that rural homelessness is on the rise, and a study will be underway soon to identify the nature and extent of rural homelessness within Cumberland County.

At Risk of Homelessness as defined in 23 CFR 91.5

In 2021, there were an estimated 14,623 rental units needed for the Portland Metro Area; this demand is projected to increase to 15,064 units by 2026. The pent-up demand for affordable rental units is demonstrated by (1) the high average occupancy of 99% for LIHTC and subsidized properties; (2) the reported waitlists at affordable properties that exceeds 100

households or 2 years; and (3) 40% (or 13,892) of the current renter households in the Portland Metro Area are rent overburdened. Housing prices have risen significantly in the past five years for both renters and owners. As Portland becomes increasingly unaffordable, low- to moderate-income households are being forced to relocate to communities outside of greater Portland, which can make it difficult to access services and employment. Another repercussion of increasing unaffordability in Portland is the increase in rents and housing prices in these communities. The median rent in Cumberland County in 2020, according to MaineHousing's affordability index, was \$1,888, a 42% increase from 2017. Median renter incomes have only increased 22% during the same period. The median home price in Cumberland County has increased by 34%, and homeowner median incomes have increased 20%. Out of 4,034 homes purchased in Cumberland County in 2021, only 19% were considered affordable or attainable.

The 2016-2020 American Community Survey reported of the 145,838 total housing units in Cumberland County, 43,931 or 30.1 percent are rental units. Of the 37,027 households reporting, 32.9 percent pay more than 35 percent of their household income towards rent, and 19.5 percent pay more than 50 percent of their household income towards rent. Portland has 34,187 total housing units of which 63.2 percent or 21,605 are rental units. Of the 16,868 reporting households, 34.8 percent pay more than 35 percent of their household income towards rent, and 20.2 percent pay more than 50 percent of their household income towards rent. Within Cumberland County 24.9 percent of all housing units were built prior to 1939; 58.1 percent were built prior to 1980. In Portland, 47.7 percent of all housing units were built prior to 1939; 77.9 percent were built prior to 1980.

According to the South Portland Housing Authority, as of May 2022, there were 2,027 individuals and families awaiting housing assistance. Due to the high demand and low supply, the waiting lists for many of SPHA's buildings are currently closed. Community Housing of Maine commissioned a market study by The Signal Group (TSG), an affiliate of the National Housing & Rehabilitation Association, to determine the market need, occupancy, turnover and absorption data for the Portland Metro Area. The study found that there is a significant shortfall in the number of affordable units with demand currently exceeding supply by 1,126 housing units. Predictions show that demand will continue to grow and will exceed supply by 1,168 by 2024. The TSG study surveyed 26 Tax Credit developments in the Portland Metro Area, consisting of 1,038 units, and found a 100% occupancy rate. Reported waitlists are up to 5 years for LIHTC properties. TSG's study of the market showed an absorption period of four months, by leasing units at a rate of 10 per month. This rate is consistent with CHOM's experience at other affordable rental properties it owns in the Portland area. Portland has approximately 33,785 housing units (rental and homeownership). The majority (61%) of Portland residents live in duplex and apartment buildings. Almost 40% of Portland's residential housing stock is comprised of three-family or more buildings. Almost 50% (16,260) of those units were built before 1939, 70% (23,761) were built before 1970.

Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking, as defined by HUD in the Notice

Through These Doors, a domestic violence resource center serving Cumberland County, reports 500 annual requests for shelter, which includes folks who made multiple requests. Unfortunately, the organization was able to shelter only 78 adults and 37 children from

October 1, 2021 through September 30, 2022 with a gap in service of 396 beds (145 adults and 251 children). There is also a need for child care; connection to mental health or substance use support; case managers; workforce training and support; financial assistance to transition to permanent housing; as well as culturally and linguistically competent services for the increasing asylum seeker and refugee population in Maine. Community Housing of Maine (CHOM) reports needing long term case management, section 8 vouchers and mental health services for the families they serve.

Other populations requiring services or housing assistance to prevent homelessness and other populations at greatest risk of housing instability, as defined by HUD in the Notice

Formerly homeless people with both substance use disorder and mental illness are the most difficult to house permanently because of poor rental histories and the need for lengthy cultural acclimation to non-shelter living. Over the past twelve years, there have been statewide cuts to mental health services, hampering efforts to help those with mental illnesses find and maintain housing. Many treatment centers have long waiting lists and require the individual to travel away from both home and employment, something many simply cannot afford to do. Increased case management is needed for those who have mental illness and substance use issues to help them navigate the service delivery system. Milestone Recovery provides outreach and community support to individuals experiencing homelessness concurrent with substance use or mental health disorders. Milestone operates Southern Maine's only Substance Use Homeless Shelter, along with a Housing Navigation Program to transition clients out of chronic homelessness and into permanent, stable housing, along with both short-term and long-term substance use treatment programs directed at low-income individuals, including those experiencing homelessness. Shalom House provides residential treatment in group and apartment housing, supportive housing, and independent living for individuals with serious and prolonged mental illness. Shalom House currently has 516 people on the waitlist for housing they own and operate; 249 of those have reported being homeless or at risk of homelessness. Thirty-eight percent (38%) have been on the waitlist for at least four years; 30% have been on the list for two to four years; 17% have been on the list for one to two years and 15% have been on the list for a year or less. Shalom House has approximately 140 people approved for a rental voucher who have been unable to find housing. Most of these individuals are currently homeless. Shalom House reports that only about 25% of individuals with housing vouchers are able to find housing. At the Oxford Street Shelter, 13.02% experience a physical disability or illness. Portland's population has a higher incidence of disability than people in Cumberland County as a whole (13.5% and 11% respectively). 45.2% of the non-institutional population 65 years and over in Portland has a disability, including hearing difficulty, vision difficulty, cognitive difficulty, ambulatory difficulty, self-care difficulty, and independent living difficulty.

Gaps within Shelter and Housing Inventory as well as the service delivery system:

From 2017-2021, housing prices have skyrocketed, exacerbating an already significant issue. Due to the Covid-19 pandemic, there has been less turnover of units and more competition for units as remote workers move to the area. Portland has also seen an increased number of asylum-seeking families arriving at the southern border who designate the Portland Family Shelter as their destination. In the calendar year 2021, the Family Shelter welcomed 295 asylum-seeking families totaling 974 individuals presenting for emergency shelter. Gaps within

the service delivery system include financing necessary to provide intervention to prevent homelessness; funding for substance use services; funding for mental health services; and funding for case management “navigators”. As noted above, gaps within the current shelter and housing inventory include beds for individuals seeking shelter; units for voucher holders; units for persons with disabilities; units for the elderly population; units for those fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking or human trafficking; units for teens; and units to create stable affordable housing. Milestone Recovery’s most urgent unmet need for their qualifying population is emergency homeless shelter capacity. Milestone’s emergency shelter is currently operating at full capacity of 36 beds per night, and still experiences significantly higher demand than can be met. In the last several months Milestone has been forced to turn away an average of 10-15 qualified individuals seeking shelter each night, and the need is only expected to intensify moving into the depths of winter. Multiple other unmet life safety needs exist, including the need for winter clothing, access to medical care and substance use treatment, and food insecurity. Other unmet needs that do not fall under the blanket of life safety needs include access to affordable long-term housing and access to employment and employment training opportunities. The highest priority need is emergency shelter capacity.

The rental housing stock in Portland and throughout the Greater Portland Region is aging and reaching the end of useful life for housing. Rehabilitation of aging housing stock often involves extensive energy efficiency efforts because of severe winter weather. The cost involved with rehabilitating older housing can be cost prohibitive in a housing market that is already too expensive for many residents. Through our outreach, we know that rents in the area have skyrocketed since 2019, further exacerbating an already tenuous issue. There are 380 units of Section 8, 711 LIHTC units, and 90 HOME-assisted units whose affordability period is expected to expire between 2022 and 2027. The City’s affordable housing providers work with social service providers to move individuals out of homelessness and into affordable housing. Providers report that even with vouchers and assistance, units are difficult to obtain; therefore, increasing the number of units is critical. Milestone’s largest unmet systemic need for the Housing Navigator Program is the short supply of affordable housing in the community, especially housing programs that employ a housing-first model to substance use. In addition to this broad systemic problem, many Housing Navigator clients experience smaller, seemingly low-cost barriers that prevent them from obtaining and retaining housing. These include but are not limited to costs associated with the housing search process, including application fees, security deposits, costs of obtaining state identification, passes for public transportation, and phone cards to communicate with potential landlords. Milestone maintains a small assistance fund to help clients overcome these barriers, but this fund only covers a fraction of the need for hard to find affordable housing.

Preble Street, a provider of emergency service and permanent supportive housing has a gap in service of up to 500 adult emergency service beds, and up to 360 permanent supportive housing units. Community Housing of Maine (CHOM) needs additional long-term case management for each of the eight households they serve with permanent supportive housing. Portland Housing Authority requires additional staffing and flex funding to walk the unhoused population from homelessness into affordable housing. The complex nature of completing the basic eligibility paperwork, to finding a unit in a highly competitive market, to furnishing the unit while addressing the challenges of paying bills, keeping utilities in place, meeting medical and mental health needs is extremely daunting for many who are trying to rebuild their

lives, and sometimes do not have the ability to do so. Housing Authorities are not allocated funding to provide this level of service. Additionally, basic housekeeping services are needed as many individuals with intellectual, mental health, or physical disabilities require these services, which also benefits the entire community.

Under Section IV.4.2.ii.G of the HOME-ARP Notice, a PJ may provide additional characteristics associated with instability and increased risk of homelessness in their HOME-ARP allocation plan. These characteristics will further refine the definition of “other populations” that are “At Greatest Risk of Housing Instability,” as established in the HOME-ARP Notice. If including these characteristics, identify them here:

Portland has long been a desirable and welcoming community for immigrants, refugees, and asylum seekers. Unfortunately, the shortage of affordable housing options can be particularly difficult for individuals who may have larger families, limited English, and few resources. Many of the immigrant, refugee, and asylum-seeker families have been forced to seek housing options outside of the greater Portland area. As immigrants/refugees get pushed further away from Portland, they move geographically further away from the only support services who are linguistically equipped and culturally competent enough to identify needs and issues and provide appropriate, sensitive treatment or assistance. This is true also for individuals with disabilities, domestic violence victims, and other individuals who may have lower incomes who depend on services which may be more readily available, or only available, within the City of Portland.

Priority needs for qualifying populations:

The need to create affordable permanent supportive housing and provide ongoing support and technical assistance was reiterated throughout the consultation sessions. Therefore, our priority is to focus the majority of these funds on the creation of permanent supportive housing.

Although there were recommendations around rental assistance and services such as housing navigation, there are both new and ongoing funding sources that address those needs. And while the creation of additional vouchers would be helpful, for far too many current voucher holders, the difficulties of finding housing affordable with a voucher emphasizes the importance of building additional income-restricted rental housing.

Determination of the level of need and gaps in the shelter and housing inventory and service delivery systems based on the data presented in the plan:

The level of need and gaps in shelter, housing and service delivery systems were determined using data from the statewide Homeless Management Information System, Maine’s Point in Time and Housing Inventory Count, housing data from the 2019 American Community Survey (ACS) and the 2014-2018 Comprehensive Housing Affordability Strategy (CHAS), and a gaps analysis performed by the Corporation for Supportive Housing (CSH) as part of the Maine Homeless System Re-Design Initiative (Final Report and Recommendations June 2021). The determination of how to most effectively utilize this funding was determined through a series of stakeholder meetings.

HOME-ARP ACTIVITIES

Method(s) that will be used for soliciting applications for funding and/or selecting developers, service providers, subrecipients and/or contractors:

Housing Production: Funding will be allocated through a competitive application process open to all eligible entities, including nonprofit housing organizations and for-profit developers. To be considered eligible for Program funds, recipients at a minimum will need to meet the following criteria: a) Make acceptable assurances that they will comply with the requirements of the HOME-ARP Program during the entire period that begins upon selection of the recipient and ending upon the conclusion of all HOME-ARP Program funded activities; b) Demonstrate the ability and financial capacity to undertake, comply, and manage the eligible activity; c) Demonstrate its familiarity with the requirements of other Federal, State, or local housing programs that may be used in conjunction with HOME-ARP Program funds to ensure compliance with all applicable requirements and regulations of such programs; d) Have demonstrated experience and capacity to conduct HOME-ARP Program eligible activities as evidenced by its ability to own, construct, or rehabilitate, and manage and operate an affordable multifamily rental housing development.

Describe whether the PJ will administer eligible activities directly:

The Cumberland County HOME Consortium will not use funding to directly create housing or provide services.

If any portion of the PJ's HOME-ARP administrative funds are provided to a subrecipient or contractor prior to HUD's acceptance of the HOME-ARP allocation plan because the subrecipient or contractor is responsible for the administration of the PJ's entire HOME-ARP grant, identify the subrecipient or contractor and describe its role and responsibilities in administering all of the PJ's HOME-ARP program:

The Cumberland County HOME Consortium did not appoint subrecipients or contractors for the development of the HOME-ARP allocation plan or administration of the HOME-ARP funds.

Use of HOME-ARP Funding

	Funding Amount	Percent of the Grant	Statutory Limit
Supportive Services	\$ 763,756		
Acquisition and Development of Non-Congregate Shelters	\$ 250,000		
Tenant Based Rental Assistance (TBRA)	\$ 0		
Development of Affordable Rental Housing	\$ 2,041,266		
Non-Profit Operating	\$ 0	0 %	5%
Non-Profit Capacity Building	\$ 0	0 %	5%
Administration and Planning	\$ 539,121	0 %	15%
Total HOME ARP Allocation	\$3,594,143		

Distribution of HOME-ARP funds in accordance with its priority needs identified in its need's assessment and gap analysis:

The distribution of the HOME-ARP funds is aligned with the priorities identified through public comment and consultation with organizations and agencies who provide support and assistance to the qualifying populations. The Development of Affordable Rental Housing category has been funded the most as we have evaluated this category as being most in demand.

A total of \$2,291,266 will be utilized for the Acquisition and Development of Non-Congregate Shelters and the Development of Affordable Rental Housing, with approximately 90% funding the Development of Affordable Rental Housing and approximately 10% funding the Acquisition and Development of Non-Congregate Shelters.

Supportive Services is the second largest funding category which again aligns with the priorities identified through public comment and consultation with organizations and agencies who provide support and assistance to the qualifying populations.

The funding amount for Administration and Planning is projected at \$539,121. Any funds not expended in this category may be reallocated to the funding amounts for Supportive Services, Acquisition and Development of Non-Congregate Shelters, and Development of Affordable Rental Housing.

Characteristics of the shelter and housing inventory, service delivery system, and the needs identified in the gap analysis provided a rationale for the plan to fund eligible activities:

The need to create affordable permanent supportive housing and provide ongoing support and assistance was reiterated throughout the consultation sessions. Based on feedback provided it is apparent that the most significant need is to create affordable permanent housing and supportive housing units. The shelter system (only available in Portland and Brunswick) is operating at full capacity, turning away adults and families each night and struggles to deal with overflow strategies to meet unprecedented increasing housing and case management needs. An estimated 700 to 1,000 unduplicated individuals were served in hotels/motels from January 2021 to December 2022; the Emergency Rental Assistance used to pay for these units ran out in November 2022. Tenants are being evicted as of January, 2023.

In 2021, there were an estimated 14,623 rental units needed for the Portland Metro Area; this demand is projected to increase to 15,064 units by 2026. The pent-up demand for affordable rental units is demonstrated by (1) the high average occupancy of 99% for LIHTC and subsidized properties; (2) the reported waitlists at affordable properties that exceeds 100 households or 2 years; and (3) 40% (or 13,892) of the current renter households in the Portland Metro Area are rent overburdened. In Portland, 47.7 percent of all housing units were built prior to 1939. Due to high demand and low supply of affordable housing, wait lists for many buildings are closed. Providers report that even with vouchers and assistance, units are difficult to obtain; therefore, increasing the number of units is critical.

The domestic violence resource center serving Cumberland County reports a gap in service of 396 beds (145 adults and 251 children). There is also a need for case managers, and connects

to mental health or substance use support.

Formerly homeless people with both substance use disorder and mental illness are the most difficult to house permanently. Housing and increased case management is needed for those who have mental illness and substance use issues.

While the Cumberland County Consortium needs additional homeless diversion, rapid rehousing and rental assistance programs, without units to house people these programs will never be fully effective.

HOME-ARP PRODUCTION HOUSING GOALS

Estimated number of affordable rental housing units for qualifying populations that the PJ will produce or support with its HOME-ARP allocation:

Cumberland County HOME Consortium anticipates that at least 10 units of affordable rental housing units for qualifying populations will be directly produced with HOME-ARP funds. However, the investment of HOME-ARP funding is estimated anticipated to leverage production of additional units utilizing other private and/or public funding resources.

Affordable rental housing production goal that the PJ hope to achieve and how the production goal will address the PJ's priority needs:

The Cumberland County HOME Consortium will prioritize projects that are able to be developed quickly and that can operate with sufficient operating and supportive service dollars to meet the needs of tenants. As noted above, it is anticipated that at least 10 units of affordable rental housing units will be developed. The units developed with HOME-ARP funds will meet the City of Portland and Cumberland County Consolidated Plan Priorities to Increase Housing Availability and Affordability, Address the Needs of the Growing Homeless Population and Provide Services to Special Populations Including Victims of Domestic Violence, Homeless Persons and Persons with Disabilities.

PREFERENCES

The City of Portland / Cumberland County HOME Consortium does not plan to give preference to one or more qualifying populations or subpopulations for any eligible activity or project. If it is determined that the only viable project would require a preference, a substantial amendment, including the required public participation process will be submitted.

Referral Methods

At this time the City of Portland / Cumberland County HOME Consortium have not defined a referral method. A referral method will be defined during the RFP process for selecting projects, programs, or services.

Limitations in a HOME-ARP Rental Housing or NCS Project

At this time the City of Portland / Cumberland County HOME Consortium has no intention to limit eligibility for a HOME-ARP rental housing or NCS project.

HOME-ARP REFINANCING

At this time the City of Portland / Cumberland County HOME Consortium has no intention to refinance existing debt secured by a multifamily rental housing that is being rehabilitated with HOME-ARP Funds.

Cumberland County HOME Consortium, HOME-ARP Allocation Plan

Appendix A: Consultation Participants, Survey Respondents and Written Comments

The Cumberland County HOME Consortium thanks the following individuals and organizations for their participation.

Public Agencies that Address the Needs of Qualifying Populations:

Awa Conteh	City of Bangor Public Health and Community Services
Chelsea Hoskins	City of Portland Family Shelter
Aaron Geyer	City of Portland Social Services
David Richmond	Maine Bureau of Veterans Services
Susan Gagnon	Maine Department of Corrections
Alice Preble	Maine Department of Health and Human Services
Ginny Dill	Maine Department of Health and Human Services
Sara Wade	Maine Department of Health and Human Services
Stacy Keenan	Maine Department of Health and Human Services
Amelia Lyons	Maine Department of Education
Leah Bruns	Portland Housing Authority
Arwen Agee	Veterans Administration
Jason Carter	Veterans Administration
Susan Sampson	Veterans Administration
Wendy Thomas-Blais	Veterans Administration
Sharon Jordan	Wabanaki Public Health Services

And all the Community Action Agency participants listed in the meeting titled Developers/Community Action Agencies, and in the meeting titled Emergency Shelter Assessment Committee.

Public or Private Organizations that Address Civil Rights and Fair Housing:

Bill Higgins	Homeless Advocacy for All
Susan Randall	Homeless Advocacy for All
Kate Easter	Maine Coalition to End Domestic Violence
Frank D'Alessandro	Maine Equal Justice Partners
Ben Martineau	Homeless Voices for Justice
Cheryl Hawkins	Homeless Voices for Justice
Leana Amaez	Maine Department of Health and Human Services
Fatima Saidi	Maine Immigrant Rights
Gia Drew	Equality Maine
Rachel Talbot Ross	Maine Black Caucus

Public/Private Organizations that Address the Needs of Persons with Disabilities:

Brianne Brasset	Community Health and Counseling Services
Meredith Smith	Community Health and Counseling Services
Sarah Derosier	Community Health and Counseling Services
Vickey Rand	Community Housing of Maine
Cullen Ryan	Community Housing of Maine
David McCluskey	Community Care
Tracey Allen	Kennebec Behavioral Health

Rich Romero
Charlotte Rogers
Katie Rutherford
John Wiinikka
Jill Grazia
Norm Maze
Paul Linet
Travis Drake
Nicole Frydrych
Rich Hooks Wayman
Tyra Parker
Benjamin Strick

OHI
Peabody Center
Peabody Center
Peabody Center
Shalom House
Shalom House
3iHOME
Volunteers of America Northern New England
Volunteers of America Northern New England
Volunteers of America Northern New England
Volunteers of America Northern New England
Spurwink Services

<i>Meeting Focus / Qualified Populations Served</i>	<i>Date</i>	<i>Attendees</i>
Maine Shelter Network	10-19-2021	Lauren Bustard, Betty LaBua, Steve McDermott (MaineHousing), Boyd Kronholm (BAHS), Jessica Wilson (City of Lewiston), Jenifer Needham, Chris Bicknell (New Beginnings), Kari Bradstreet (Hope and Justice Project), Jenny Stasio (Through These Doors), Noelle Coyne (Safe Voices), Terence Miller (Preble Street), Katie Spencer White (MMHS), Josh D'Alessio (PCHC), Victoria Volent (City of Portland), Mark Swan (Preble Street), Janice Daku (RCAM), Stephanie Primm (KCHC), Joe McNally (Milestone Recovery), Tracy Hair (HOME, Inc.), Kristin Styles (Cumberland County)
Maine Continuum of Care	10-21-2021	Abigail Smallwood (City of Biddeford), Ali Lovejoy, Erin Kelly, Dan Hodgkins (Preble Street), Alice Preble (Maine DHHS), Amelia Lyons (Maine Dept. of Ed.), Awa Conteh (City of Bangor), Meredith Smith, Sarah Derosier, Brianne Brasset (CHCS), Bill Higgins (Homeless Advocacy for All), Boyd Kronholm (BAHS), Bridge Semler, Chris Bicknell (New Beginnings), Christina Dingus, Lauren Bustard, Kelly Watson, Tara Hembree, Scott Tibbitts, Mike Shaughnessy Paula Weber, Betty LaBua (MSHA), Cullen Ryan, Vickey Rand (CHOM), David McCluskey (Community Care), Donna Kelly (Waldo CAP), Stephanie Primm (Knox County Homeless Coalition), Emily Flinkstrom (Fairtide), Ginny Dill (Maine DHHS), Janice Daku (RCAM), Janice Lara H (CC Maine), Jill Grazia (Shalom House), Joe McNally (Milestone Recovery), Josh D'Alessio (PCHC), Kari Bradstreet (HJP), Susan Randall (Homeless Advocacy for All), Katie Spencer White (MMHS), Kelsea Vincent (YAB), Victoria Volent, Aaron Geyer, (City

		of Portland), Marcie Dean (Next Step), Melanie Beaulieu (FVP), Molly Sirios (BOL), Noel Thibodeau (NHFW), Noelle Coyne (Safe Voices), Norm Maze (Shalom House), Rebecca Hobbs (ITD), Rebekah Paredes (NHFW), Rich Romero (OHI), Rota Knott (Tedford House), Sara Wade (Maine DHHS), Lisa McLaughlin (HSA), Sharon Jordan (Wabanaki Public Health Services), Susan Gagnon (Maine DOC), Tracy Allen (KBH), Melissa Mcentee (RGH), Tyra Parker (VOANNE), Whitney Files (Knox County Homeless Coalition), Kelly Walsh (ITD), Kate Easter (MCEDV)
Advocates and People with Lived Experiences	10-22-2021	Lauren Bustard, Denise Lord, Betty LaBua, Steve McDermott (MSHA), Frank D'Alessandro (MEJP), Cheryl Hawkins (HVJ), Bill Higgins, Susan Randall (Homeless Advocacy for All), Ben Martineau (HJV), Victoria Volent, Heidi McCarthy (City of Portland), Anna Brewer (Preble Street), Jessica Wilson (City of Lewiston),
Developers/Community Action Agencies	10-27-2021	Heidi Leblanc, Jason Bird (Penquis), Denise Lord, Steve McDermott, Lauren Bustard, Paula Webber, Mark Wiesendanger, Betty LaBua (MSHA), Josh D'Alessio (PCHC), Ben Strick (Spurwink), Theresa Dow-Oleary, Jason Parent (ACAP), Shawn Yardley (Community Concepts), Barbara Crider (YCCAC), Donna Kelley (Waldo CAP), Claire Berkowitz (MMCA Corp), Mary Davis (City of Portland), Lincoln Jeffers (City of Lewiston), Zak Maher (City of Auburn), Rick Hooks Wayman (VOANNE), Boyd Kronholm (BAHS), Nate Libby, Megan Parks (Community Concepts), Deb Johnson (DEC), Sayre Savage (Four Directions Development), Bobbi Harris (Downeast Community Partners)
Homeless Veterans Action Committee	11-2-2021	Nicole Frydrych, Brian Bouthot (VOANNE), Arwen Agee, Jason Carter, Wendy Thomas-Blais, Susan Sampson (VA), Amy Holland, Dennis Michaud, Ray Michaud, Tom Pangborn (Veterans, Inc.), April Reed, Mary Wade, Lauren Bustard, Betty Labua (MSHA), Ellie Espling (Senator Susan Collins' Office), Heidi McCarthy (City of Portland), Dan Hodgkins (Preble Street), Kristin Styles (Cumberland County), David Richmond (Maine Bureau of Veteran's Services), Kim Rohn (Representative Jared Golden's Office), Bill Higgins (Homeless Advocacy for All), Mary Davis (City of Portland)
Public Housing Authorities	11-5-2021	Marty Szydlowski (Auburn Housing), Amanda Olsen (Augusta Housing), Mike Myatt (Bangor Housing), Deb

		Keller (Bath Housing), Lisa Plourde (Caribou Housing), Stacey Michaud (Ft Fairfield Housing), Chris Kilmurry (Lewiston Housing), Cheryl Sessions (Portland Housing), Chris Kilmurry (Presque Isle Housing), Laurie Miller (Old Town Housing), Mike Hulsey (South Portland Housing), Chris LaRoche (Westbrook Housing), Lauren Bustard, Denise Lord, Betty LaBua (MSHA), Kristin Styles (Cumberland County), Mary Davis, Victoria Volent (City of Portland),
Emergency Shelter Assessment Committee (ESAC)	12-16-2021	Mike Guthrie (CoP FS), Mailys Day (PHA), Ben Strick (Spurwink), Oliver Bradeen (Milestone Recovery), Vickey Rand, Cullen Ryan (CHOM), Hannah Brier, Dan Coyne (United Way), Brian Townsend (Amistad), Sara Michniewicz (BNA), Ben Martineau, Jim Devine (HVJ), Norm Maze (Shalom House), Bill Higgins, Suzanne Randall (HA4All), Mary Cook (TOA), Ginny Dill (Office of Behavioral Health), Amy Geren (Portland Downtown), Terence Miller (Preble Street), Jenny Stasio (Through These Doors), Aaron Geyer, Adam Harr, Victoria Volent (City of Portland)
Maine Continuum of Care/Advocates for the Homeless/Maine Shelter Network	1-11-2022	Terrace Miller (Preble Street), Brian Townsend (Amistad), Amy Holland, Michelle Lamm (Greater Portland Family Promise), Benjamin Strick (Spurwink Services), Val Fitzgerald, Christine Fecko (The Opportunity Alliance), Wendy Harmon (Southern Maine Landlord Association), Mailys Day (Portland Housing Authority), John Wiinikka (Peabody Center), Vickey Rand (Community Housing of Maine), Chelsea Hoskins (City of Portland)
Developers and Advocates for Public Housing	1-14-2022	Martha Stein (Hope Acts), Charlotte Rogers, Lorena Delcourt, Katie Rutherford (Peabody Center), Paul Linet (3iHOME), Nathan Szanton (The Szanton Company), Betsey Remage Healey (HomeStart), Robyn Wardell, Brian Kilgallen (Community Housing of Maine), Brian Sites (VOANNE), Rebecca Hatfield, Nathan Howes (Avesta), Brian Eng (Maine Cooperative Development Partners), Tara Hill (Habitat for Humanity), Laura Reading (Developers Collaborative), Jay Waterman (Portland Housing Authority), Tim Wells (Greater Portland Community Land Trust), James Vincent (Pharos House)
Publicly noticed meeting facilitated by the Cumberland County HOME Consortium	2-8-2022	Will Quenga, Nicole Hanson (Maine Prison Re-Entry Network), Jim Hall, Priscilla Bitencourt (Homeless liaison for Portland Public Schools), Frank Sanfilippo, Brian Eng, Liz Trice (Maine Cooperative Development Partners), Rob

		Korobkin (Courage House), Susannah Sanfilippo, Tim Wells (Greater Portland Community Land Trust), Sarah Michniewicz (President of Bayside Neighborhood), Christopher Stjohn, Christian MilNeil, Tobin Williamson, Mufalo Chitam (Maine Immigration Rights Coalition), Janice Murphy, Travis Drake (VOANNE), Karin Martin, Lado Lodoka (Center for Preventing Hate), Erin Kelly (Dir. Of Homeless Youth and Young Adult Svc), Lolan Lyne, Poppy Arford (Maine State Representative), Sean Murphy, Frank Rios, Erin Gorham, Juliana Bean, Kelly Fowler
Providers of emergency shelter, transitional shelter, permanent supportive housing, and safe havens.	October 2022 through January 2023	Rota Knott (Tedford Housing), Jenny Stasio (Through These Doors), Mary Wade, Scott Tibbitts (MaineHousing), Leah Bruns (Portland Housing Authority), Andrew Bove (Preble Street), Kyra Walker (Community Housing of Maine), Aaron Geyer, Adam Harr, Ryan Gorneau (City of Portland), Joseph McNally, Tom Doherty (Milestone Recovery), Val Fitzgerald (The Opportunity Alliance), Norm Maze (Shalom House), Anne-Marie Brown (United Way of Southern Maine), Laura Hebert (Westbrook Housing Authority), Brooks More, Nicole Bernier (South Portland Housing Authority)

Original Public Notice in the February 3rd 2023 edition of the Press Herald

Cumberland County Commissioner Meetings
Monday February 13, 2023 at 5:30pm
Monday March 13, 2023 at 5:30pm
142 Federal St, Portland, ME Cumberland County Courthouse Feeney Room

City of Portland
Housing & Economic Development Committee Tuesday February 21, 2023 at 5:30pm (remote)
City Council Monday, March 20, 2023 at 5:00 pm
389 Congress St, City Hall, Council Chambers or remotely as allowed in the City of Portland
Remote Meeting Policy.

389 Congress Street, Portland City Hall, Room 312

1. *Journal of Management Studies*, 1996, 33, 1, 1-14.

Page 873

Corrected Public Notice in the February 7th 2023 edition of the Press Herald

CORRECTION

NOTICE OF PUBLIC HEARINGS AND PUBLIC COMMENT PERIOD

Cumberland County Commissioner Meetings

Monday February 13, 2023 at 5:30pm

Monday March 13, 2023 at 5:30pm

142 Federal St, Portland, ME Cumberland County Courthouse Feeney Room

City of Portland

Housing & Economic Development Committee Tuesday February 21, 2023 at 5:30pm (remote)

City Council Monday, March 20, 2023 at 5:00 pm

389 Congress St, City Hall, Council Chambers or remotely as allowed in the City of Portland Remote Meeting Policy.

30 DAY PUBLIC COMMENT PERIOD – Correction

CITY OF PORTLAND, MAINE / CUMBERLAND COUNTY HOME CONSORTIUM

February 8, 2023 to March 10, 2023

389 Congress Street, Portland City Hall, Room 312

HOME-ARP ALLOCATION PLAN, Funding available \$3,594,143

The City of Portland and the County of Cumberland will each hold two public hearings to consider the HOME-ARP Allocation Plan outlining the use of funds received by the Cumberland County HOME Consortium from the U.S. Department of Housing and Urban Development (HUD). Public comments on the proposed Plan will be accepted in writing or verbally from February 8, 2023 to March 10, 2023. To submit written public comment for the public hearing, please send an email to VVolent@portlandmaine.gov by midnight on March 10. All submissions must include the commenter's name and legal address. Verbal public comments will be accepted during the Public Hearings held on the dates and times noted above or by calling 482-5028 during the 30-day public comment period.

The primary objective of the HOME-ARP Allocation Plan is to outline a plan to help individuals and families who are homelessness or at risk of homelessness. The plan will include a proposed spending plan in these eligible areas: Administration and Planning; Development of Affordable Rental Housing; Supportive Services and Acquisition and Development of Non-Congregate Shelter.

The draft HOME-ARP Allocation Plan can be viewed at <https://portlandmaine.gov/1203/Plans-and-Reports> and <https://www.cumberlandcounty.org/170/Reports-Plans> starting on February 8, 2023.

Translation, interpretation, and other accommodations will be available for materials and meetings upon request.

Please contact the following person to request an interpreter or accommodation for the meeting: Victoria Volent, vvolent@portlandmaine.gov, 207-482-5028.

Fadlan la xirir qofkan hoose si aad u condato turjumaan ama tixgelin xiliga shirka: Victoria Volent, vvolent@portlandmaine.gov, 207-482-5028.

Por favor entre em contato com a seguinte pessoa para solicitar um intérprete ou acomodação para a reunião: Victoria Volent, vvolent@portlandmaine.gov, 207-482-5028.

Victoria Volent, vvolent@portlandmaine.gov, 207-482-5028:
يربي الاتصال بالشخص التالي لطالب مترجم فوري أو تسهيلات لظهور الاجتماع: الاسم، البريد الإلكتروني، رقم الهاتف

Pour obtenir un interprète ou faciliter une réunion, veuillez contacter la personne suivante: Victoria Volent, vvolent@portlandmaine.gov, 207-482-5028.

Para solicitar un intérprete o una adaptación especial para la reunión, comuníquese con esta persona: Victoria Volent, vvolent@portlandmaine.gov, 207-482-5028.

Leka na ko bengsa moto oyo soki oza na bosenga ya interprete to ya bosalisi pona rendez-vous na yo: Victoria Volent, vvolent@portlandmaine.gov, 207-482-5028.

SPORTS

Portland Press Herald • Monday, February 7, 2023 • D5

MLB NOTEBOOK

Red Sox sign pitcher Faria to minor league contract

Minor league report

By Tom Vecchione

February 7, 2023

Portland, Maine

Red Sox

Pitcher

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Minor league

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February 7, 2023

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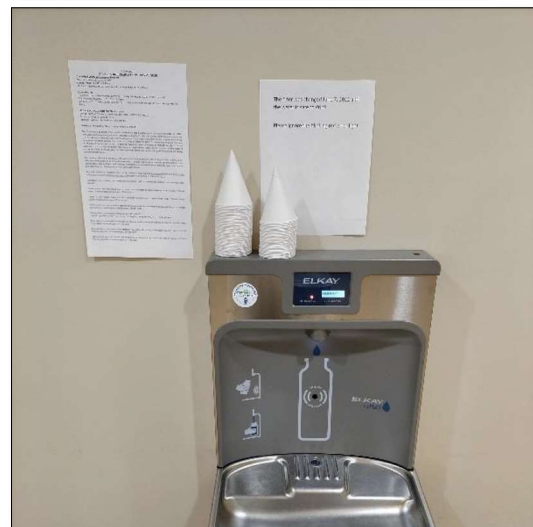
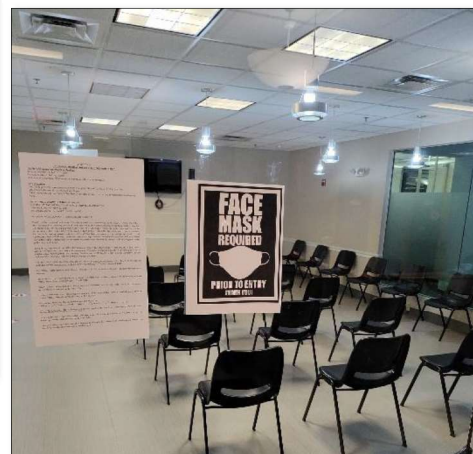
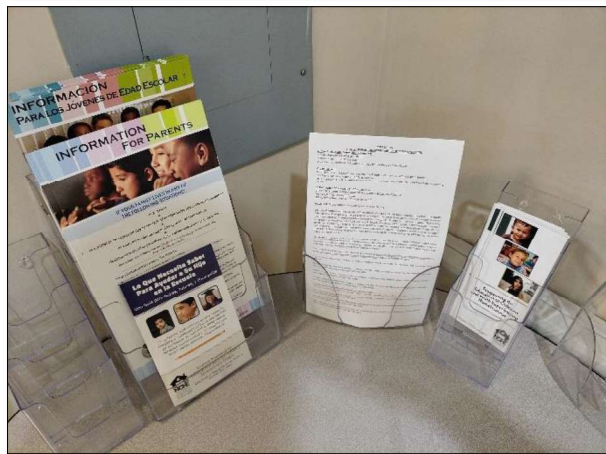
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Postings of Public Notice



Public Engagement

Promotion of public participation and community meetings:



FOR IMMEDIATE RELEASE

January 31, 2022

MEDIA CONTACT

Jessica Grondin
207.272.7885

City & County Soliciting Feedback on Community Housing Needs

Feedback will help guide plans to put federal funds to use

PORTLAND, Maine – On Tuesday, February 8, at 6:00 PM, the City of Portland and Cumberland County will co-host a [public meeting](#) to collect public feedback on reducing homelessness and increasing housing stability.

Cumberland County and the City of Portland have been awarded \$3,500,000 in HOME-ARP funding to provide housing, rental assistance, supportive services, and non-congregate shelter, to reduce homelessness and increase housing stability. The funding must primarily benefit qualifying individuals and families who are homeless, at risk of homelessness, or in a vulnerable population.

Public input will help guide the plan's recommendations and is a vital element in assessing the needs of and gathering input from the community.

Zoom Link: <https://us02web.zoom.us/j/82615536058>

Meeting ID: 826 1553 6058

Telephone Number: 646-558-8656

February 7th, 2022 News Article:

<https://www.pressherald.com/2022/02/07/more-pandemic-funding-targeted-to-address-homeless-housing-needs/>

February 8th, 2022 Events Page:

https://www.pressherald.com/forecaster/forecaster-calendar/?escaped_fragment=/show/?start=2020-04-16#!/details/Soliciting-Feedback-on-Community-Housing-Needs/9873353/2022-02-08T18

NEWS BUSINESS OPINION SPORTS A&E FOOD THINGS TO DO

workday

LOCAL & STATE

Posted February 7, 2022 | Updated February 7, 2022

More pandemic funding targeted to address homeless, housing needs

Portland and Cumberland County are seeking public input on how to spend \$3.6 million in ARPA funding to reduce homelessness and increase housing availability.

BY KELLEY BOUCHARD STAFF WRITER

EMAIL WRITER
207-791-6328

21 COMMENTS

Listen to this article now
Powered by Tiny Audio

00:00 06:17

Regional efforts are ramping up to reduce homelessness and increase available housing in southern Maine, fueled by additional pandemic funding from the American Rescue Plan Act.

A consortium led by the city of Portland that includes Cumberland County and the town of Brunswick has been awarded \$3.6 million in ARPA funding through the U.S. Department of Housing and Urban Development's Home Investment Partnerships Program.

Put continuous planning into action at your organization.

Learn More

BROWSE MORE IN LOCAL & STATE
POLITICS
NATION & WORLD
READ THE EPAPER

PORTS A&E

MYACCOUNT LOG OUT

Soliciting Feedback on Community Housing Needs

Tuesday, February 08, 2022, 6:00pm
[Add to Calendar](#)

Event Format
Virtual
[Learn More](#)

Originating Location
Cumberland County and the City of Portland have been awarded \$3,500,000 in HOME-ARP funding (see attachment) to provide housing, rental assistance, supportive services, and non-congregate shelter, to reduce homelessness and increase housing stability. On Tuesday, February 8, at 6:00 PM, the City of Portland and Cumberland County will co-host a public meeting to collect public feedback on reducing homelessness and increasing housing stability. Please join us via Zoom, public input will help guide Portland, ME

Price
\$0.00 to \$500.00

Notes
Virtual Event

Description
Tuesday, February 8, 2022

Report a map error

Page 877

CALL TO ORDER

The Board of Commissioners met for their regularly scheduled meeting at the Cumberland County Courthouse in the Peter Feeney Conference Room, the meeting was called to Order by Chair Neil Jamison at 5:35pm

Present:

Chair Neil Jamieson
Commissioner James Cloutier
Commissioner Susan Witonis
Commissioner Stephen Gorden

Excused:

Commissioner Patricia Smith

PLEDGE OF ALLEGIANCE

APPROVAL OF THE MINUTES

Meeting Minutes of January 13, 2023

A motion was made by Commissioner Witonis, seconded by Commissioner Cloutier, that the Minutes be adopted. The motion carried by a unanimous vote.

INFORMATIONAL REPORT/PRESENTATIONS

CCRCC 4th Quarter 2022 Newsletter

COMMENTS FROM THE PUBLIC

District Attorney Jacqueline Sartoris. D.A. Sartoris stated that she is honored to meet everyone and plans to work very hard over the next 4 years. She is focusing on addressing mental health issues and increasing efficiencies in the current system by building out a robust diversion program. On top of that she is focusing on reducing the backlog of cases that occurred as a result of the pandemic. The Commissioners welcomed DA Sartoris and congratulated her on new position.

Christopher DeCapua, Vice President of the Local 110, shared some general comments related to the staffing levels of the jail and hiring of corrections officers. The Union leadership would like to work with the Commissioners and come to a solution regarding intake and staffing. He agrees with the DA, the backlog of cases needs to be addressed but the jail needs capacity for when the backlog is addressed.

Recruiting, there is a common feeling that no one wants to be a corrections officer.

The best approach would be to target retired and current certified corrections officers as opposed to targeting new corrections officers. The Maine academy is also a hurdle in hiring. The State either runs the academy or the academy could be run in house and be completed in 3 weeks. The only thing that would be needed is shift coverage. Commissioner Witonis asked if they had enough staff, Mr. DeCapua responded that they did. He thanked the Commissioners' for their time and their attention to the current issues.

CONSENT AGENDA

- 23-006 Approval of the Sheriff's Office Commission's for October 2022 – December 2022.**
- 23-007 Authorization for the County Manager to enter into a contract between the County of Cumberland and the Town of Casco for County Assessing Services from July 1, 2022 to June 30, 2025.**
- 23-008 Confirmation of the appointment of Trustees Frank Clark, Lori Norman and Tom Tyler to the Cross Insurance Arena Board of Trustees.**

A motion was made by Commissioner Cloutier, seconded by Commissioner Witonis, that the Consent Agenda items be approved. The motion carried by a unanimous vote, 4-0.

ARPA BUSINESS

- 23-009 Award second tranche ARPA funds of \$500,000.00 to Preble Street for the Food Security Hub as recommended by the ARPA Advisory Committee and the County Manager.**

Preble Street Executive Director Mark Swann gave an overview of their request and answered questions from the Commissioners. He stated that last year Preble St was doing around 1,000 meals a day and now they're currently doing 2,000 meals a day. Part of that supplementing the boys and girls club, mile stones, YMCA and have reached capacity in their current space. They have list of non-profits who are also waiting to receive meals once the new space opens. Commissioner Jamieson asked what the projected open date would be, Executive Director Swann stated that they would break ground in the Spring 2023 and hopefully open next year. He also wanted to add Preble St is working on freezing meals as a backup. Commissioner Gorden asked about the availability of ARPA funds and the reallocation process. Compliance and Audit

Manager Sandra Warren stated that internal projects will take priority over the construction of newer projects. County Manager Gailey added that for the Jail Medical project is currently over budget because of inflation. Compliance and Audit Manager Warren stated that the Winchester Woods Development project did not go through and funds were available. Commissioner Witonis asked Executive Director Swann how much funding from the Governor and how much from the Legislature? Executive Director Swann stated that they're currently waiting to confirm the amount. Commissioner Witonis stated that she could not support the item because of the funds need for the County Jail project and that the second tranche was supposed to be for other projects, not previously funded ones.

Commissioner Cloutier stated that there are funds available for both projects. He recalled that the original request from Preble St was reduced because the Commissioners had asked Preble St to raise additional funds and it seems that they had. He also stated that the public is gaining a tremendous amount of services by funding the projects. The population that Preble St is serving is growing each day. He stated that he wholly supports the project and it's objective; the results will be immediate.

Commissioner Jamieson stated that he agreed with Commissioner Cloutier and that this project would be the biggest bang for their buck.

Commissioner Witonis asked two questions, about the design plan presented in the agenda packet; was it the most recent scaled down plan that aligned with their revised budget? The second question was how far out does Preble St services extend to in the County. Executive Director Swann confirmed that the plan was the most current as it has one loading dock instead of two. The services offered by Preble St are supported by a pilot by Door Dash to deliver directly to residences. Services are now extended to 26 towns. Good Shepard Food Bank is the biggest funder of the project and they will also be a customer once the project goes live and deliver to the food pantries to throughout the County and the State.

A motion was made by Commissioner Cloutier, seconded by Commissioner Gorden that additional ARPA funds be awarded to Preble Street for the Food Security Hub as recommended by the ARPA Advisory Committee and the County Manager. The motion passed, 3-1.

Yes: Commissioners' Cloutier, Gorden, Jamieson

No: Commissioner Witonis

NEW BUSINESS**23-010****First Reading and Public Hearing of the HOME-ARP Allocation Plan by Community Development. Second Reading on March 13, 2023.**

This Order Requiring a Public Hearing was accepted.

Community Director Kristin Styles spoke about the HOME-ARP Allocation Plan that was developed with the City of Portland and a series of stakeholder meetings. Based on the meetings and data collected, the plan had been developed with funding broken into four categories. \$2 Million is being allocated to the Development of Affordable Rental Housing and most likely will be creating the permanent housing and the Housing first Model. \$763,755 Supportive services to support those to remain successfully housed. \$250,000 is for the Acquisition and Development of Non-Congregate Shelter. \$539,121 into Administration and Planning, all unused funds will go back into the three previously listed funds. Commissioner Jamieson asked what the time period is to spend down the funds. Director Styles stated that there were 7 years to spend down funds from 2021.

A motion was made by Commissioner Cloutier, seconded by Commissioner Gorden to support the public hearing. The Vote was called and the motion carried by a unanimous vote, 4-0

23-011**Authorization for the County Manager to enter into a contract between the County of Cumberland and Developers Collaborative for the design, permitting, construction and lease of an administrative office building at 50 County Way, Portland, Maine.**

County Manager Gailey spoke about the space needs study that was conducted in 2018. The approach taken by staff was to locate a designer, to design, construct and lease back to the County.

Public Affairs Director Travis Kennedy stated that the RFQ was drafted in great detail and incorporated a lot of feedback from other Governments who had gone through a similar process. Two bids were received and the RFQ team crafted a list of questions for the submitters. It was very difficult to decide because the respondents did equally well in answering the questions. There was a second round of questions based on written answers. The Developers Collaborative was selected based on a vote of 5-1. County Manager Gailey added that they seemed to be the best fit.

Kevin Bunker from the Developers Collaborative stated that they were very excited to be selected and would like to do well. They want to use this project as part of their portfolio and want to be proud of it.

A motion was made by Commissioner Witonis, seconded by Commissioner Gorden for the County Manager to enter into a contract between the County of Cumberland and Developers Collaborative for the design, permitting, construction and lease of an administrative office building at 50 County Way, Portland, Maine. The vote was called and the motion carried by a unanimous vote, 4-0.

23-012 Resolution supporting the City of Portland applying for federal funding to dredge Portland Harbor's piers, docks and wharfs.

A motion was made by Commissioner Gorden, seconded by Commissioner Cloutier supporting the City of Portland applying for federal funding to dredge Portland Harbor's piers, docks and wharfs. The motion carried by a unanimous vote, 4-0.

COMMENTS FROM THE COUNTY MANAGER

The County Manager shared that he had received two requests to use the Community Corrections Center. One request was to house pregnant women that was presented at the December 2022 meeting. The other request was to use the center as a mental health treatment center. This would be discussed at the next workshop on March 13, 2023.

He stated that the Maine Mariners were seeing 500 more people each hockey game and some games are being sold out.

COMMENTS FROM THE EXECUTIVE STAFF

Deputy Admin and Finance Director Alex Kimball stated he had received budget books and they were available for anyone who wanted a copy. The tax warrants were sent out and went into more detail than usual. He wanted to give heads up in cases the Commissioners received questions from Towns or Cities. Regarding the tax warrant, the State Valuation jumped up, the smallest was 7% while the largest was 27%. The Town of Sebago received the biggest increase of 27%.

Admin and Special Projects Katharine Cahoon stated that the new Agenda Software is nearing its final implementation and will be tested at the next Commissioner

Meeting in March.

Public Affairs Director Kennedy stated that the EMS Collaboration is moving along and engaging with Communities about spending on EMS services.

COMMENTS FROM THE COUNTY COMMISSIONERS

Commissioner Gorden stated that the DOC presented their budget and it was flat funded last year and this year in flus. The MCCA is concerned about the State Police and Rural Patrol is still a concern with the costs being passed on to the counties.

EXECUTIVE SESSION

23-013 The County Commissioners will enter into Executive Session in accordance with 1 M.R.S.A §405 (6)(D) for the opportunity to discuss negotiations between the County and Law Enforcement Unit, Local 340.

A motion was made by Commissioner Gorden, seconded by Commissioner Witonis that the Commissioners enter into Executive Session. The motion carried by a unanimous vote, 4-0. The Commissioners went into Executive Session at 8:25 PM.

A motion was made by Commissioner Witonis, seconded by Commissioner Gorden that the Commissioners come out of into Executive Session. The motion carried by a unanimous vote, 4-0. The Commissioners came out of Executive Session at 8:55 PM.

ADJOURNMENT

A motion was made by Commissioner Gorden, seconded by Commissioner Cloutier, to adjourn the meeting. The meeting was adjourned at 8:55pm, the next scheduled meeting of the Board of Commissioners' is March 13, 2023.

Minutes

Remote Housing and Economic Development Committee

February 21, 2023

NOTE: This meeting was held via Zoom and can be viewed at this link:

<http://www.portlandmaine.gov/1695/Economic-Development-Committee> These

Minutes provide a record of those in attendance, general discussion taking place, and motions made.

A remote meeting of the Housing and Economic Development Committee (HEDC) of the Portland City Council was held on Tuesday, February 21, 2023, at 5:30 p.m. via Zoom. Present from the HED Committee were Chair Councilor Pious Ali, and members Councilors Mark Dion, Regina Phillips, and Roberto Rodriguez. Present from the City staff were Interim Housing and Economic Development Department Director Mary Davis, Acting Corporation Counsel Michael Goldman, Assistant City Manager Anne McGuire, Principal Administrative Officer Lori Paulette, and Housing Program Manager Victoria Volent.

Item #1: Review and accept Minutes of previous meeting held on January 17, 2023

On motion made by Councilor Dion, seconded by Councilor Rodriguez, the Committee voted unanimously (4-0) to accept the Minutes.

Item #2: Workshop- Responsibilities of the Housing and Economic Development Department

Ms. Davis gave a high-level overview of the Department noting that there are 16 full-time positions that, for one, assist with staffing 11 different committees. This while being down to 9 positions that are filled with 7 vacant. The Department consists of the Housing and Community Development Division, Economic Development, Office of Economic Opportunity, and Office of Creative Portland. (See attached presentation for more information.)

Councilor Rodriguez, noting the vast work of the Department, suggested that there be a good process in place when someone leaves or retires that their knowledge and institutional information does not get lost.

On another subject, Councilor Rodriguez apologized but he would need to leave this meeting at 6:00 p.m. for about a half hour and would then return. (Post note: he returned at 6:45 p.m.)

Seeing no further questions/comments, Chair Councilor Ali thanked Ms. Davis for the refresher on the work of the Department.

Item #3: Review letter from the Rental Housing Advisory Committee (RHAC)

Regan Sweeney, the Vice-Chair of the Rental Housing Advisory Committee presented this item by noting the RHAC is requesting a restatement/clarification of the charge and duties for the committee so that they can better serve the City and its citizens. Absent such revised guidance, the committee feels it is unable to take any meaningful action, and would recommend that the City Council disband the RHAC. The impetus for the request is in light of the recent expansion of the Rent Board's authority. The RHAC is separate from and independent of the Rent Board and its activities, and is seeking to avoid any duplication or otherwise redundant work. The RHAC also seeking a mechanism by which they can be effective and heard by the Housing and Economic Development Committee and City Council.

The HEDC and RHAC considered and discussed maintaining the RHAC with the charge of adopting policy that promotes solutions and enhances tenant safety (which is not under the Rent Board purview). Should however the RHAC be disbanded, the HEDC (with advice from Corporation Counsel) also discussed the procedure to amend the Ordinance (by the full Council) towards dismantling the Committee. The HEDC noted that as the oversight body, they should

provide leadership and focus on items of interest for the RHAC to address while the RHAC indicated they are looking for both a clear mission in which a tenant/landlord perspective would be of valuable input, as well as a mechanism in which to make recommendations to the Council. The HEDC will incorporate suggestions and feedback received during the discussion to formulate next steps.

Item #4: Public Hearing- Review and recommendation to the City Council- FY2024

Housing Program Budget

Ms. Davis presented 2023-2024 Housing Program Budget to the Committee. This is an annual budget for HEDC recommendation. The budget is then incorporated into the packet of Housing and Community Development items that are reviewed by the City Council in two public hearings in March and April. A brief history of the HOME Program was shared with the Committee followed by a more in-depth discussion of the Housing Program Budget which includes allocation of the HUD HOME funding, Lead Safe Housing program income and Housing Trust Fund. As HUD has not announced the 2023-2024 HOME funding, an estimated amount based on the previous year's allocation is in the budget proposal. The Lead Safe Housing Program Income is generated through repayment of loans given under prior Lead Safe Housing Grants. The City also has a Lead Hazard Reduction Grant of \$2,038,041 in funding for lead paint remediation and \$503,655 in funding to assist with code and life safety improvements. The Housing Trust Fund has a current balance of \$4,204,156. Staff recommends maintaining a minimum balance of \$500,000 which would allow an effective budget of \$3,704,156.

HUD has indicated the funding allocations for FY23-24 should be available on February 27. Subsequently, the adjusted Housing Program Budget will be available during the March and April City Council public hearings.

In response to the Committee's inquiry into the Lead Program, Ms. Davis noted the Lead Housing Program Manager position is now filled and the City is accepting applications for the five-year forgivable loans (the average loan is \$10,000 per unit but can go up to \$20,000 per unit). The lead grant is a county-wide program with a target area of Portland and Westbrook. Property owners who participate in the program agree to rent lead-safe units at certain affordability levels with priority to households with children under age six.

The Committee also asked clarifying questions regarding; the maintenance of a \$500,000 minimum balance in the Housing Trust fund to purchase a homeownership unit (to ensure the unit remains deed restricted for affordability) in case of foreclosure; the Municipal Oversight Committee (MOC) (which is made of representatives from each CDBG-County community); the role of the HEDC in determining policy goals and the mechanics for disbursement of funds from the Jill C. Duson Housing Trust Fund; the calculation of the administration budget (which is 10% of all total funding); the utilization of Tenant Based Rental Assistance to pay for security deposits and first-month's rental assistance for individuals and families residing in homeless shelters (program oversight and daily operations are based out of the City's Social Services Division); the Lead Hazard Program Income (the source of which is the repayment of previous loans and grants that does not allow for a steady stream of income that can be relied upon year to year as opposed to the actual three-year Lead Hazard Reduction Grant which has already been established); the assistance provided with completion of the *Affordable Housing Development and AHTIF Application* (staff is available and welcomes questions from applicants); if when determining funding, based on the requests received in the *Affordable Housing Development and AHTIF Application*, is there a priority for disenfranchised developers or is there a priority for specific type of housing units (funding is tied to affordability requirements of the household (not developer) for each program (HOME/HTF/AHTIF), however the Council could set parameters

around developer priority); can a priority be established to determine which households (such as asylum seekers) benefit from the HOME/HTF/AHTIF funding (the Fair Housing Act prohibits discrimination based on seven different protected categories, and prohibits discrimination on who is either eligible or ineligible for housing. Any priority determinations must take into consideration Fair Housing standards to avoid creating ineligibility criteria that discriminates); does the City try to appeal to developers who have the capacity to create large projects that would include ten or more units so that Inclusionary Zoning is triggered (the City does not fund projects to assist with meeting the requirements of Inclusionary Zoning (IZ).

HOME/HTF/AHTIF funding is for projects that go well above and beyond the affordability levels and IZ requirements); capacity is not about the anticipated margins for profit, but rather if the developer has access to technical resources and has demonstrated construction experience to complete a housing project; and who establishes the guidelines for the Jill C. Duson Housing Trust Fund (the Ordinance sets out the parameters on how the funds may be used. Staff creates an annual plan for review by the HEDC for approval and recommendation to the full Council for adoption. The annual plan establishes the funding parameters).

Chair Councilor Ali opened the meeting to public comment. Seeing no request to speak, the public comment period was closed.

On motion made by Councilor Phillips, seconded by Councilor Dion, the Committee voted unanimously (4-0) to forward the FY2024 Housing Program Budget to the City Council with a recommendation for approval.

Item #5: Public Hearing- Review and recommendation to the City Council- HOME-ARP Program Plan

Victoria Volent introduced the HOME ARP program which is intended to provide homelessness assistance and assistance to other vulnerable populations. Those vulnerable

populations include; the homeless; those at-risk of homelessness; those fleeing/attempting to flee domestic violence; and populations where assistance would prevent homelessness. The HOME ARP program provides assistance by; providing affordable rental housing; tenant based rental assistance; supportive services; and non-congregate shelter development. The Cumberland County Consortium, which is a partnership between the City of Portland and Cumberland County, received \$3,594,143 in HOME American Rescue Plan funding. To receive the funding, HUD requires the submission of an Allocation Plan describing the process undertaken by the Consortium for consultation by required groups, impacted populations, service providers, public agencies, and other organizations. The Allocation Plan is a summary of the information gathered from those consultations; it is a review of current conditions, and an assessment of the needs and gaps for qualifying populations within Cumberland County. The Allocation Plan describes the process for determining the most effective uses of the HOME ARP funding. This evening's meeting is an opportunity for review and public comment.

The Committee asked clarifying questions.

Chair Councilor Ali opened the meeting to public comment. Seeing no request to speak, the public comment period was closed.

On motion made by Councilor Rodriguez, seconded by Councilor Phillips, the Committee voted unanimously (4-0) to forward the HOME ARP Allocation Plan to the City Council with a recommendation for approval.

Item #6: Public Hearing- Review and recommendation to the City Council- Thames Street Purchase and Sale Agreement

Chair Councilor Ali asked if the Committee needed to go into executive session, and Mr. Goldman said that, at this time, it is not necessary. Should the Committee feel that it needs to

provide further direction on negotiations to staff, then it would be appropriate. The complete proposed Purchase and Sale Agreement (PSA) is in the packet for a recommendation to the City Council.

Ms. Davis said that this item has been before the Committee a few times, for the sale of the remaining portion of City-owned on Thames Street. The City Council previously approved of the Request for the Proposals for its sale, which resulted in one proposal being received. That proposal is the subject of the PSA.

Ms. Davis noted that the proposal for a mixed-use, multi-tenant office building, with the main tenant being WEX. The development is consistent with the Eastern Waterfront Master Plan to support development along Portland's waterfront adjacent to WEX's headquarters on Thames Street. The purchase price is \$1.1 Million, and the total value to the City for other in-kind contributions is \$2.69 Million. Those contributions include City ownership transfer of the Connector Road and access to 13 on-street parking spaces, cash for public restroom, easements for pedestrians through Mountfort Street Extension (from Thames to Fore Street) and Hancock Street to the Connector Road. In addition, the new construction will increase the City's tax base with an estimated \$170,000 annually in new property taxes, as well as the quality jobs for the construction and office tenant makeup. City staff recommends approval of the proposed PSA.

Councilor Phillips asked if the sales price will go to the City General Fund or to the Jill C. Dusen Housing Trust Fund.

Mr. Goldman noted that the funds are not yet ear-marked; this would be handled by the City Council as a separate item when the property sale closes.

Chair Councilor Ali opened the meeting for public comment. Seeing none, he then closed the public comment session.

A motion was then made by Councilor Phillips, seconded by Councilor Rodriguez, to forward the proposed PSA to the City Council for approval. A vote was then taken on the motion and it passed 4-0.

Item #7: Communication – No vote or public hearing required – 2023 Committee

Work Plan and Schedule.

Chair Councilor Ali noted this Communication and should Committee members have feedback to contact either him or Ms. Davis.

On motion then made by Councilor Phillips, seconded by Councilor Rodriguez, the Committee voted 4-0 to adjourn the meeting at approximately 7:35 p.m.

Respectfully, Lori Paulette and Victoria Volent

Cumberland County

142 Federal St
Portland, ME 04062



Agenda - Final

Monday, March 13, 2023

5:30 PM

Board of Commissioners

Chair Neil Jamieson, District 1

James Cloutier, District 5

Stephen Gorden, District 3

Patricia Smith, District 4

Susan Witonis, District 2

Meeting Location:
Feeney Conference Room

CALL TO ORDER**PLEDGE OF ALLEGIANCE****APPROVAL OF THE MINUTES**

1. Minutes for February 13, 2023 Meeting

Attachments: Minutes for February 2023

INFORMATIONAL REPORT/PRESENTATIONS

2. Accept the Safety and Health Award for Public Employers (SHAPE) awarded to Cumberland County Regional Communications Center from the State of Maine, Department of Labor.

COMMENTS FROM THE PUBLIC**CONSENT AGENDA**

3. [23-014](#) Authorization for the County Manager to award the bid for the purchase and install of High Density Mobile Shelving at the Registry of Deeds and enter into a contract between Cumberland County and WB Mason in the amount of \$143,737.56

Attachments: A- PP - Deeds Mobile Shelving 2023

Deeds - Bid Package High Density Mobile Shelving
DEEDS

Deeds - Scoring High Density Mobile Shelving DEEDS

Deeds - Submittal-Bid Form High Density Mobile
Shelving DEEDS

4. [23-015](#) Authorize the County Manager to submit a proposal to Department of Justice in response to a Request for Proposals for the Comprehensive Opioid, Stimulant, and Substance Use Site-based Program (COSSUP).

Attachments: PP - COSSUP Grant

Staff Memo on COSSUP Grant

5. [23-016](#) Authorize the County Manager to submit a proposal to the State of Maine Department of Public Safety in response to the FY 2023 Substance Use Disorder Assistance Program Request for Applications

Attachments: PP - Substance Use Disorder Assistance Program RFA
Staff Memo Substance Use Disorder Assistance Program RFA

6. [23-017](#) Accepting the amounts of \$176,354.37, \$55,686.00 and \$49,189.97 from the Opioid Settlement Fund.

7. [23-018](#) Approve the allocation of \$40,000.00 in Opioid Settlement funding to cover rehabilitation services for March and April.

Attachments: PP - Allocating Opioid Funding for Treatment

ARPA BUSINESS

NEW BUSINESS

8. [23-010](#) Second Reading and Public Hearing of the HOME-ARP Allocation Plan by Community Development.

Attachments: 23-010 - b - Staff Report HOME ARP- First Reading (1)

9. [23-019](#) Executive Session Title 1 M.R.S.A. §405(6)(D) Discussion of labor contracts and proposals and meetings between a public agency and its negotiators. The discussion will be on the Teamsters #340 negotiations.

Attachments: PP - Executive Session Contract with Teamsters #340
CBA

10. [23-020](#) Authorize the County Manager to sign the 2023 Collective Bargaining Agreement between Teamsters Local #340 and the Cumberland County Commissioners.

11. [23-021](#) Executive Session under 1 M.R.S.A. §405(6)(A) for the discussion or consideration of the compensation of the newly Governor appointed Register of Probate.

Attachments: Register of Probate Salary Setting

12. [23-022](#) Approval of the annual salary for the Governor appointment of Susan G. Schwartz as the County Register of Probate.

Attachments: PP - Order to Set Register of Probate Salary

COMMENTS FROM THE COUNTY MANAGER

COMMENTS FROM THE EXECUTIVE STAFF

COMMENTS FROM THE COUNTY COMMISSIONERS

ADJOURNMENT



Cumberland County

142 Federal St
Portland, ME 04062

Staff Report

File #: 23-010

Agenda Date: 3/13/2023

Agenda #: 8.

Title For Agenda Item:

Second Reading and Public Hearing of the HOME-ARP Allocation Plan by Community Development.

Recommended Action:

Second Reading and Public Hearing of the HOME-ARP Allocation Plan by Community Development.

Background and Purpose of Request:

Second Reading and Public Hearing of the HOME-ARP Allocation Plan by Community Development.

Staff Contact: Kristen Styles, Community Development

Presentation: Yes

Fiscal Impact and Source:

See attached budget.

Effective Date if Applicable:

January 1, 2024



CUMBERLAND COUNTY COMMISSIONERS

INFORMATIONAL REPORT - STAFF UPDATE

From: Kristin Styles, Community Development Director

Date: February 6, 2023

Subject: HOME-ARP Allocation

HOME-ARP Allocation Plan Overview

In 2021, the HUD Office of Community Planning and Development announced the formula allocations for the HOME Investment Partnership Program-American Rescue Plan (HOME-ARP). HOME-ARP will provide \$5 billion nationwide to assist individuals or households who are homeless, at risk of homelessness, and other vulnerable populations, by providing housing, rental assistance, supportive services, and non-congregate shelter, to reduce homelessness and increase housing stability across the county. The City of Portland/Cumberland County HOME Consortium will receive \$3,594,143 to use toward eligible activities for qualifying populations. A list of all eligible activities and qualifying populations are below:

Eligible Activities under HOME-ARP

- Development of Affordable Rental Housing
- Supportive Services - Homeless Prevention Services and Housing Counseling
- Acquisition and Development of Non-Congregate Shelter
- Non-profit Capacity of Building
- Non-profit Operating Costs
- Tenant Based Rental Assistance (TBRA)

Qualifying populations

The following is only a brief description of the four qualifying populations:

1. Homeless

- a. lacking fixed/regular and adequate nighttime residence
 - i. Nighttime residence is not designed for ordinary sleeping accommodations
 - ii. Living in public/private shelter or commercial lodging
- b. Will lose nighttime residence:
 - i. Within 14 days
 - ii. Lacks support network needed to obtain new housing
- c. Unaccompanied youth (under 25) or families with children which:
 - i. Defined by HUD as Runaway, DV or McKinney-Vento
 - ii. Not had lease or ownership in permanent housing within 60 days

2. At-Risk of Homelessness

- a. Annual income below 30% AMI as defined by HUD

Cumberland County

- b. Not had lease or ownership in permanent housing within 60 days
- c. Has been notified in writing of eviction

3. Fleeing or attempting to flee Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking

4. Other Populations

- a. Families requiring services or housing assistance to prevent homelessness
- b. At greatest risk of homelessness
- c. Annual income less than 30% AMI
- d. Cost burden of 50% monthly household income
- e. Veterans and families that include a veteran family member

Over the past year, the City of Portland/Cumberland County HOME Consortium followed the required consultation and public participation process before creating the proposed Allocation Plan. The consultation process included meetings with the following groups:

- Maine Statewide Continuum of Care
- Homeless Service Providers
- Domestic Violence Service Providers
- Veterans Groups
- Public Housing Authorities
- Public Agencies that Address the Needs of Qualifying Populations
- Public or Private Organizations that Address Civil Rights and Fair Housing
- Public or Private Organizations that Address the Needs of Persons with Disabilities
- General members of the public- a meeting soliciting HOME-ARP input

A full list of all consultations, including agency type, date, and feedback can be found in the draft HOME-ARP Allocation Plan, under the Consultation section and in Appendix A.

In addition to the consultations, the HOME Consortium used federal, state, and local data, including; the Point in Time Count, shelter bed nights, ACS, CHAS, CoC Coordinated entry, HMIS, and other data available through MaineHousing. Based on all of the information that was collected and guidance from HUD, the HOME Consortium has decided to allocate funds toward the following types of activities.

	Funding Amount	Percent of the Grant	Statutory Limit
Supportive Services	\$ 763,755		
Acquisition/ Development of Non-Congregate Shelters	\$ 250,000		
Tenant Based Rental Assistance (TBRA)	\$ 0		
Development of Affordable Rental Housing	\$ 2,041,266		
Non-Profit Operating	\$ 0	0 %	5%
Non-Profit Capacity Building	\$ 0	0 %	5%
Administration and Planning	\$ 539,121	15 %	15%
Total HOME ARP Allocation	\$3,594,143		

The logo for Cumberland County, Maine. It features the word "Maine" in a stylized, orange, cursive script font. Below it, the words "Cumberland County" are written in a black, sans-serif font. "Cumberland" is in a regular weight, while "County" is in a bold weight.

Cumberland County

In an effort to encourage public participation, the HOME Consortium has asked service providers that work with the qualifying populations to post the public notice, including Cumberland County and City of Portland public hearing dates on community bulletin boards. The full plan is available on the City of Portland and Cumberland County's websites.

City of Portland:

<https://www.portlandmaine.gov/1203/Plans-and-Reports>

Cumberland County:

<https://www.cumberlandcounty.org/170/Reports-Plans>

Once all public comments are received and the plan has been reviewed and approved by the Cumberland County Commissioners and the City of Portland City Council, the Allocation Plan will be submitted to HUD for review and approval. Once approved, one or more RFPs will be released to qualified agencies and developers for the approved activity categories.

KATE SNYDER (MAYOR)
PIOUS ALI (A/L)
APRIL FOURNIER (A/L)
ROBERTO RODRÍGUEZ (A/L)



ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
REGINA L. PHILLIPS (3)
ANDREW ZARRO (4)
MARK N. DION (5)

CITY COUNCIL MEETING - MARCH 20, 2023 AT 5:00 PM

The Portland City Council will hold a City Council Meeting in Council Chambers. The Honorable Kate Snyder, 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).

REMOTE ACCESS INFORMATION:

The City Council will conduct this meeting from Council Chambers, located on the second floor of City Hall. The public may attend the meeting in person, however space in Council Chambers is limited. The public is therefore strongly encouraged to participate remotely via Zoom pursuant to the Remote Meeting Policy adopted by the Portland City Council. Allow your computer to install the free Zoom app to get the best meeting experience. If you are not able to attend live either in person or via Zoom, 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.

Please click the link below to join the webinar:

<https://portlandmaine-gov.zoom.us/j/89911473409?pwd=NlIpZXRiWms3Nm9HQTNwaVZSWHlhZz09>

Passcode: 115765

Or One tap mobile :

US: +19292056099,,89911473409#,,,,*115765# or +13017158592,,89911473409#,,,,*115765#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 929 205 6099 or +1 301 715 8592 or +1 305 224 1968 or +1 309 205 3325 or +1 312 626 6799 or +1 646 931 3860 or +1 253 215 8782 or +1 346 248 7799 or +1 360 209 5623 or +1 386 347 5053 or +1 507 473 4847 or +1 564 217 2000 or +1 669 444 9171 or +1 669 900 6833 or +1 689 278 1000 or +1 719 359 4580 or +1 253 205 0468

Webinar ID: 899 1147 3409

Passcode: 115765

International numbers available: <https://portlandmaine-gov.zoom.us/j/koJo6UgHX>

PLEDGE OF ALLEGIANCE:

ROLL CALL:

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

ANNOUNCEMENTS:

RECOGNITIONS:

Recognizing Pihcintu chorus' bronze award at the Anthem Awards - Pious Ali, Councilor

The Portland-based Pihcintu Multicultural Chorus, founded by Con Fullam, has been named a bronze award winner in the Education, Art & Culture category of the second annual Anthem Awards, an extension of the prestigious Webby Awards that are presented by the International Academy of Digital Arts and Sciences.

Recognizing Teresa Valliere, Founder of Friends of Woodfords Corner, as Maine Development Foundation's 2022 Downtown Hero - Kate Snyder, Mayor

APPROVAL OF MINUTES OF PREVIOUS MEETING:

Minutes from the City Council Meeting of March 6, 2023

PROCLAMATIONS:

Proclamation 15-22/23 Recognizing April 2023 as Genocide Awareness and Prevention Month - Sponsored by Kate Snyder, Mayor

Proclamation 16-22/23 Recognizing April 2023 as Arab American Heritage Month - Sponsored by Kate Snyder, Mayor

Proclamation 17-22/23 Recognizing April 1-7, 2023 as The Week of the Young Child - Sponsored by Kate Snyder, Mayor

Proclamation 18-22/23 Recognizing April 3-9, 2023 as National Public Health Week - Sponsored by Kate Snyder, Mayor

CONSENT ITEMS:

Order 150-22/23 Declaring August 6 to 9, 2023 the Circus Smirkus at Payson Park Festival - Sponsored by Danielle P. West, Interim City Manager

Longtime local arts promoter Portland Ovations will be presenting Circus Smirkus in Payson Park with performances on August 7 and 8. The production will involve set-up and break-down on August 6 and 9.

Circus Smirkus is a New England-based touring circus that has been in business since 1987. Their 2023 Big Top Tour Troupers features young folks from the ages of 11-18 from all over the United States and Canada. There will be two performances on both August 7 and August 8 in the Circus Smirkus One Ring Tent. Each performance can seat up to 750 audience members, and there will be a charge for admission.

Order 151-22/23 Declaring June 11, 2023 the Resurgam Music Festival - Sponsored by Danielle P. West, Interim City Manager

The Maine Academy of Modern Music will present its second annual Resurgam Music Festival in Portland's waterfront, Amethyst Lot, Moon Tide Park, Ocean Gateway and Ocean Gateway Parking Lot and a portion of the queuing lanes, on Sunday June 11, 2023. Resurgam is an inclusive community-minded music and arts festival that will showcase Portland's creativity and youth. This event is free and open to the public.

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

LICENSES:

Order 152-22/23 Granting Municipal Officers' Approval of One City Wine Academy Inc, dba Citrus. Application for Class A Lounge with Indoor Entertainment and Outdoor Dining on Private Property at 1 City Center - Sponsored by Danielle P. West, Interim City Manager

Application was filed on 3/1/23. New City and State applications. Establishment currently holds Class I FSE.

Five affirmative votes are required for passage after public comment.

Order 153-22/23 Granting Municipal Officers' Approval of Cera LLC, dba Cera. Application for Class III & IV FSE with Outdoor Dining on Public Property at 1 Monument Square, STE 103 - Sponsored by Danielle P. West, Interim City Manager

Application was filed on 3/1/23. New City and State applications. Establishment currently holds FSE with Prep.

Five affirmative votes are required for passage after public comment.

COMMUNICATIONS:

Communication 27-22/23 Regarding Staff Implementation of LD 2003 (An Act To Implement the Recommendations of the Commission To Increase Housing Opportunities in Maine by Studying Zoning and Land Use Restrictions) - Christine Grimando, Director of Planning & Urban Development

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

RESOLUTIONS:

Resolution 7-22/23 Adopting the Fiscal Year 2023-2024 Housing and Community Development Annual Action Plan including Appropriations for the Community Development Block Grant, HOME, and Emergency Solutions Grant Programs and Certifications Pertaining Thereto - Sponsored by Danielle P. West, Interim City Manager

The 2023-2024 Housing and Community Development Program Annual Action Plan reports to the U.S Department of Housing and Urban Development (HUD) a total estimated budget of \$7,025,091 (Community Development Block Grant ("CDBG") Entitlement Funds \$1,843,198, \$30,000 Downtown TIF funding, \$20,000 Cotton St proceeds, HOME Program Grant \$1,037,237, Program Income and Recapture \$119,312; Lead Safe Housing Program Income \$13,827; local Housing Trust Fund \$3,704,156; \$162,241 Emergency Solutions Grant ("ESG") funds).

The CDBG Annual Allocation Committee, appointed by the City Council, reviewed each application and made funding recommendations that will be presented to the Council. The City Manager reviewed the Committee's recommendations and submitted her funding recommendations to the Council which include recommendations for CDBG-CV funding. The Housing and Economic Development Committee reviewed the Housing Program Budget at their meeting on February 22, 2023 and voted unanimously (4-0) to recommend City Council approval of the budget.

The City's public participation process requires two public hearings to consider the City's Housing and Community Development Program proposal. The hearings allow the public to comment on the City's Consolidated Annual Action Plan. Public hearings for FY24 are set for March 20 and April 10.

This item must be read on two separate days. This is its first reading and first public hearing. At the second public hearing on April 10, five affirmative votes are required for passage after public comment.

UNFINISHED BUSINESS:

Order 147-22/23 Authorizing General Obligation Bonds to Finance a Portion of the City's Fiscal Year 2024 Capital Improvement Program in an Amount not to Exceed \$17,455,000 - Sponsored by the Finance Committee, Mark Dion, Chair

The Finance Committee met on February 9, 2023 and voted (3-0) to recommend the funding appropriation and bond authorization to the full City Council.

The Fiscal Year 2024 Capital Improvement Plan (FY24 CIP) has been in development since early 2022. The FY24 CIP will not increase net debt service related to CIP projects in future City budgets as it was sized to simply offset other CIP debt being retired. The list of 2024 CIP calls for \$24,530,000 of new projects but only \$10,600,000 of this total will have a net impact to debt service in the general fund operating budget. A variety of other funding sources including the enterprise funds (for sewer and stormwater projects) are being used to finance the remainder. The \$10.6M was a borrowing target set by Finance staff in order to simply offset general fund CIP being retired. An additional \$6,855,000 of new general obligation bonds will be repaid via sewer user fees and stormwater service charges. Two orders are required related to the CIP: one authorizing the FY24 CIP bonds; and a second appropriating the proceeds and other funding sources providing City staff with spending authority for the upcoming projects. A complete listing of the projects being authorized is included within the orders.

This item must be read on two separate days. It received its first reading on March 6, 2023. Seven affirmative votes are required for passage after public comment.

Order 148-22/23 Appropriating Bond Proceeds and other Funds in an Amount not to Exceed \$24,530,000 for the City's Fiscal Year 2024 Capital Improvement Program - Sponsored by the Finance Committee, Mark Dion, Chair

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

This item must be read on two separate days. It received its first reading on March 6, 2023. Five affirmative votes are required for passage after public comment.

Order 149-22/23 Amendment to Zoning Map Re: IM-b Industrial-Moderate Impact on Industrial Way - Sponsored by the Planning Board, Maggie Stanley, Chair

On January 24, 2023, the Planning Board voted (6-1; Silk opposed) to find the proposed zoning map amendment from I-M Industrial-Moderate Impact to I-Mb Industrial-Moderate Impact to be consistent with the Comprehensive Plan for the City of Portland and recommends to the City Council adoption of the zoning map amendment for the area of land that includes 50 Industrial Way and parcels 326 B001001, 326 B005001, 326

B007001, 326 B008001, 327A A001001, 327A A007001, 327A A008001, 327A A009001, and 326 C005001. The proposed zoning map amendment application was submitted by 50 Industrial Way LLC. on behalf of Allagash Brewery. This application would facilitate the expansion of Allagash Brewery to accommodate future growth and operations over the coming decade at 50 Industrial Way in the Riverton neighborhood.

This item must be read on two separate days. It received its first reading on March 6, 2023. Five affirmative votes are required for passage after public comment.

ORDERS:

Order 154-22/23 Approving the HOME American Rescue Plan Allocation Plan - Sponsored by the Housing and Economic Development Committee, Councilor Pious Ali, Chair

The Housing and Economic Development Committee met on February 21, 2023 and voted 4-0 to forward this item to the full council for approval.

The City of Portland and Cumberland County have prepared the HOME American Rescue Plan (ARP) Allocation Plan in response to the ARP distribution of \$3,594,143 in HOME ARP funds for homelessness assistance and assistance to other vulnerable populations to provide affordable rental housing, tenant-based rental assistance, supportive housing services, and non-congregate shelter development. Prior to submission of the HOME ARP Allocation Plan to U.S. Department of Housing and Urban Development (HUD), the City is required to conduct public outreach, including a public hearing, to ensure the distribution of HOME-ARP funds is aligned with public sentiment.

Five affirmative votes are required for passage after public comment.

Order 155-22/23 Approving the Rules of the Rent Board - Sponsored by Danielle P. West, Interim City Manager

This item approved new Rules for the Rent Board. The recent revision to Chapter 6 approved by the voters on November 8, 2022 amended Section 6-263 (i) to make any rules and standard policies adopted by the Rent Board subject to Council approval. The recent revision also amended the way in which the Rent Board reviews and analyzes requests from landlords for rent increases and requires the Rent Board, among other things, to adopt a Maintenance of Net Operating Income (“MNOI”) methodology. The Rent Board approved the amended Rules and an MNOI worksheet at its February 22, 2023 meeting. The Rent Board is required to apply this new methodology when reviewing all applications after March 1, 2023. The next Rent Board meeting is scheduled for March 22, 2023 which is what gives rise to the request for emergency passage.

Staff requests that this item be passed as an emergency, in order to allow the Rent Board to apply these rules at its March 22, 2023 meeting. Seven votes are required for passage as an emergency following public comment.

Order 156-22/23 Accepting and Appropriating a \$39,270 Donation for the Reconstruction of the Basketball Court on Great Diamond Island - Sponsored by Danielle P. West, Interim City Manager

The basketball court on Great Diamond Island is an important public resource for residents and visitors; however, because of its current disrepair, it is not playable. This anonymous donation would help fund vital reconstruction, to include pickleball lines to afford multiple uses of this public resource.

The total project cost is expected to be \$77,000. The anonymous donation represents 51% of the total project cost, with the remainder being pursued through CIP funds (via Order 148, also included in this agenda).

Five affirmative votes are required for passage after public comment.

Order 157-22/23 Setting an Election Date on a Citizen Initiative Amendment to the Portland City Code Re: an Act to Improve Tenant Protections - Sponsored by Ashley Rand, City Clerk

The public hearing for this Citizen Initiative was set at the March 6, 2023 City Council meeting. Along with receiving public comment, the City Council will vote to set the election date of June 13, 2023 for this item and to approve the language of the summary that will appear on the ballot. That language is as follows:

An Act to Improve Tenant Protections maintains all tenant protections established in the existing Rent Control and Tenant Protections ordinance. The Act removes incentives for landlords to increase rents for existing tenants and discourages no-cause evictions by allowing for the establishment of new Base Rents at the time of a new tenancy, but only in instances when the prior tenant moves out voluntarily. The Act also brings Portland's rent stabilization ordinance into alignment with most local and national rent stabilization ordinances.

Five affirmative votes are required for passage after public comment.

ADJOURNMENT:

Public Comment Received 3.20.23 Portland City Council Meeting

George Rheault, of West Bayside, Portland

Highlight 2/3 of money to go towards potential housing development. Wants to be clear that there is very few actual places where this type of development can occur in Cumberland County because community after community have shut down, through a short term moratorium or zoning out poor people, and made it virtually impossible for this money to be used in the short term; if someone actually took the time to read through the plan they would find that it is an enormously long bureaucratic slug of paper that exhaustively talks about the busy work that went into completing this so called plan and it really comes down to whether middle class or upper middle class people in Cumberland County are going to allow more people to live near them and the answer is no. This council has shown, supposedly the most diverse and progressive city council, you are deathly afraid of making any move that upsets the neighbors whether it's a music festival, shelter or affordable housing, literally scheduling a celebration of a "shelter" next to a propane tank farm, next to a scrap metal yard, waste management dumpster facility, next to a tree cutting yard, this is a complete and total failure of everything people in this city claim to champions of, its exclusion, its "I don't care who you are don't get close to me, don't live near me" if I think you're going to bother me. The solution right now is to hand over most of Bayside to Port Properties. Three-minute allowable public comment ended.

Council recording begins at 2:06:05

<http://portlandme.civicclerk.com/Web/Player.aspx?id=3939&key=-1&mod=-1&mk=-1&nov=0>

HOME-ARP CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the participating jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing pursuant to 24 CFR 5.151 and 5.152.

Uniform Relocation Act and Anti-displacement and Relocation Plan --It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It will comply with the acquisition and relocation requirements contained in the HOME-ARP Notice, including the revised one-for-one replacement requirements. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42, which incorporates the requirements of the HOME-ARP Notice. It will follow its residential anti-displacement and relocation assistance plan in connection with any activity assisted with funding under the HOME-ARP program.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations and program requirements.

Section 3 --It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

HOME-ARP Certification --It will use HOME-ARP funds consistent with Section 3205 of the American Rescue Plan Act of 2021 (P.L. 117-2) and the CPD Notice: *Requirements for the Use of Funds in the HOME-American Rescue Plan Program*, as may be amended by HUD, for eligible activities and costs, including the HOME-ARP Notice requirements that activities are consistent with its accepted HOME-ARP allocation plan and that HOME-ARP funds will not be used for prohibited activities or costs, as described in the HOME-ARP Notice.


Signature of Authorized Official

03/23/2023
Date

Interim City Manager
Title

Application for Federal Assistance SF-424*** 1. Type of Submission:**

- ☐ Preapplication
- ☒ Application
- ☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☐ New
- ☒ Continuation
- ☐ Revision

*** If Revision, select appropriate letter(s):***** Other (Specify):***** 3. Date Received:**

03/23/2023

4. Applicant Identifier:**5a. Federal Entity Identifier:**

ME232484

5b. Federal Award Identifier:

M21-DP230200

State Use Only:**6. Date Received by State:****7. State Application Identifier:****8. APPLICANT INFORMATION:***** a. Legal Name:** City of Portland, Maine*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

01-6000032

*** c. UEI:**

LZKCFJXBAC8

d. Address:

* Street1: 389 Congress Street

Street2:

* City: Portland

County/Parish:

* State: ME: Maine

Province:

* Country: USA: UNITED STATES

* Zip / Postal Code: 04101-3566

e. Organizational Unit:

Department Name:

Housing and Economic Dev.

Division Name:

Housing and Community Dev.

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Ms.

* First Name:

Mary

Middle Name:

P

* Last Name:

Davis

Suffix:

Title: Housing and Economic Dev Interim Director

Organizational Affiliation:

* Telephone Number: 207-874-8711

Fax Number: 207-874-8949

* Email: mpd@portlandmaine.gov

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

U.S. Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.239

CFDA Title:

HOME Investment Partnerships Program

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

The Cumberland County HOME Consortium, with the City of Portland as the lead entity, will administer the HOME-ARP program to address the need for homelessness assistance and supportive services.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:*** a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:* a. Start Date: * b. End Date: **18. Estimated Funding (\$):**

* a. Federal	3,594,143.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	3,594,143.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☒ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☐ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title: * Telephone Number: Fax Number: * Email:

* Signature of Authorized Representative:

* Date Signed:

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant:, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Interim City Manager
APPLICANT ORGANIZATION City of Portland, Maine/Cumberland County HOME Consortium	DATE SUBMITTED 03/23/2023

SF-424D (Rev. 7-97) Back

ASSURANCES - NON-CONSTRUCTION PROGRAMS

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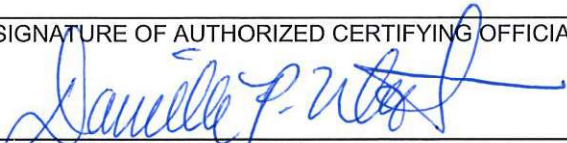
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 		TITLE Interim City Manager, City of Portland	
APPLICANT ORGANIZATION City of Portland, Maine/Cumberland County HOME Consortium		DATE SUBMITTED 03/23/2023	

Standard Form 424B (Rev. 7-97) Back

HOME ARP Grant Agreement

Title II of the Cranston-Gonzalez National Affordable Housing Act
Assistance Listings #14.239 – HOME Investment Partnerships Program

1. Grantee Name (must match name associated with 3b.) and Address Portland Consortium 389 Congress Street Portland, ME 04101-3529		2. Grant Number (Federal Award Identification Number (FAIN)) M21DP230200	
		3a. Tax Identification Number 016000032	3b. Unique Entity Identifier (formerly DUNS) LZKCFJXBAC8
		4. Appropriation Number 861/50205	5. Budget Period Start and End Date FY 2021 – 09/30/2030
6. Previous Obligation (Enter "0" for initial FY allocation)			\$3,594,143.00
a. Formula Funds			\$3,594,143.00
7. Current Transaction (+ or -)			\$5,417.00
a. Administrative and Planning Funds Available on Federal Award Date			\$
b. Balance of Administrative and Planning Funds			\$
c. Balance of Formula Funds			\$5,417.00
8. Revised Obligation			\$3,599,560.00
a. Formula Funds			\$3,599,560.00
9. Special Conditions (check applicable box) ☒ Not applicable ☐ Attached		10. Federal Award Date (HUD Official's Signature Date) (mm/dd/yyyy) 9 / 20 / 2021	
11. Indirect Cost Rate*		12. Period of Performance Date in Box #10 - 09/30/2030	
Administering Agency/Dept.	Indirect Cost Rate	Direct Cost Base	
—	—%		
—	—%		
—	—%		
—	—%		

* If funding assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E-Cost Principles, provide the name of the department/agency, its indirect cost rate (including if the de minimis rate is charged per 2 § CFR 200.414), and the direct cost base to which the rate will be applied. Do not include cost rates for subrecipients.

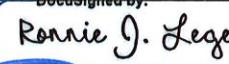
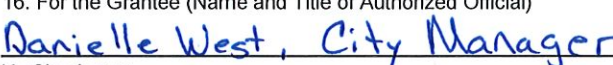
The HOME-ARP Grant Agreement (the "Agreement") between the Department of Housing and Urban Development (HUD) and the Grantee is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.) and Section 3205 of the American Rescue Plan (P.L. 117-2) (ARP). HUD regulations at 24 CFR part 92 (as may be amended from time to time), the CPD Notice entitled "Requirements for the Use of Funds in the HOME-American Rescue Plan Program" (HOME-ARP Implementation Notice) (as is now in effect and as may be amended from time to time), the Grantee's HOME-ARP allocation plan (as of the date of HUD's approval, and as amended from time to time), and this HOME-ARP Grant Agreement, form HUD-40093a, including any special conditions (in accordance with 2 CFR 200.208), constitute part of this Agreement. HUD's payment of funds under this Agreement is subject to the Grantee's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502 and the HOME-ARP Implementation Notice (both as are now in effect and as may be amended from time to time). To the extent authorized by HUD regulations at 24 CFR part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Grantee without the Grantee's execution of the amendment or other consent. The Grantee agrees that funds invested in HOME-ARP activities under the HOME-ARP Implementation Notice are repayable in accordance with the requirements of the HOME-ARP Implementation Notice as it may be amended from time to time. The Grantee agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58, as well as the HOME-ARP Implementation Notice.

The Grantee must comply with the applicable requirements at 2 CFR part 200, as amended, that are incorporated by the program regulations and the HOME-ARP Implementation Notice, as may be amended from time to time. Where any previous or future amendments to 2 CFR part 200 replace or renumber sections of part 200 that are cited specifically in the program regulations or HOME-ARP Implementation Notice, activities carried out under the grant after the effective date of the 2 CFR part 200 amendments will be governed by the 2 CFR part 200 requirements, as replaced or renumbered by the part 200 amendments.

The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Universal Numbering System and System for Award Management (SAM) requirements in Appendix I to 2 CFR part 200, and the Federal Funding Accountability and Transparency Act (FFATA) in Appendix A to 2 CFR part 170.

The Period of Performance for the funding assistance shall begin on the date specified in item 12 and shall end on September 30th of the 6th fiscal year after the expiration of the period of availability for obligation. Funds remaining in the grantee's Treasury account after the end of the budget period will be cancelled and thereafter not available for obligation or expenditure for any purpose. Per 31 U.S.C. 1552, the Grantee shall not incur any obligations to be paid with such assistance after the end of the Budget Period.

The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 U.S.C. 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001) [2023-05698.pdf \(govinfo.gov\)](https://www.federalregister.gov/documents/2023/05/09/2023-05698/pdf), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

13. For the U.S. Department of HUD (Name and Title of Authorized Official) Ronnie J. Legette CPD Director	14. Signature 	15. Date 5/22/2025
16. For the Grantee (Name and Title of Authorized Official)  Danielle West, City Manager	17. Signature 	18. Date 5/22/2025

19. Check one:

☐ Initial Agreement ☒ Amendment # 1

20. Funding Information: HOME ARP
Source of Funds Appropriation Code PAS Code Amount
2021 861/50205 HMX \$5,417.00

MEMORANDUM
City Council Agenda Item

FROM: Troy Moon, Sustainability Director

DATE: July 17, 2025

SUBJECT: Order 35-25/26 Amendment to Portland City Code Chapter 30 RE: Taxi Fares - Sponsored Sustainability & Transportation Committee, Councilor Regina Phillips, Chair

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

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 8/25/2025

Final Action 9/3/2025

Can action be taken at a later date: Yes

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

PRESENTATION: Sustainability Director Troy Moon will be present to answer questions.

I. SUMMARY

The order amends the fares that licensed taxi operators may charge their customers.

II. AGENDA DESCRIPTION

Chapter 30 regulates the fares taxi operators are allowed to charge their passengers. The ordinance establishes a base fare and sets a rate for each additional one-tenth of a mile and provides for a charge for time spent waiting at the request of the passenger. The ordinance also establishes a minimum fare for rides that begin at the Portland Jetport. Taxi fares have not been amended for more than ten years and have not kept up with the increased costs of operating a taxi service. After reviewing rates in comparable cities, including Manchester, NH and Burlington, VT, the Sustainability and Transportation Committee unanimously recommended the proposed rates during their meeting on July 9.

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

III. BACKGROUND

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The order authorizes an increase in taxi fares to account for increased operating costs since the last fare increase, which occurred more than 10 years ago.

V. FINANCIAL IMPACT

There is no financial impact to the City for adopting the ordinance.

VI. STAFF ANALYSIS AND BACKGROUND

VII. RECOMMENDATION

Staff recommends adoption of the ordinance.

VIII. LIST ATTACHMENTS

1. Amendment - Ch 30 re Taxi Rates
2. Taxi fare memo to S&T

Prepared by:

Troy Moon, Sustainability Director

Date: 07/17/2025

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: TAXI FARES**

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

- 1. That the Sections 30-21 of the Portland City Code Chapter 30 is hereby amended to read as follows:*

Sec. 30-21. Taxicab fares for service.

The maximum fares for taxicabs shall be as follows:

(a) *Within the metered zone.* Except as otherwise provided herein, the maximum fare for taxicab service solely which begins or ends in the city and is within the metered zone shall be four dollars (\$4.00) ~~one dollar and ninety cents (\$1.90)~~ for the first one-tenth of a mile (the "drop" rate) or a fraction thereof and thirty-five cents (\$0.35) ~~thirty cents (\$0.30)~~ for each one-tenth of a mile or fraction thereof, thereafter. The fare shall be computed and displayed by the taximeter. No fare charged shall be in excess of the amount displayed by the taximeter. There shall be one (1) fare, divided equally, in the case of two (2) or more passengers who engage the taxicab for a trip between the same two (2) points. In all other cases, each passenger shall pay a separate fare, based upon the total taximeter rate to their individual destinations.

(c) *Minimum jetport fare.* The minimum fare for pickup at the Portland International Jetport is ten five dollars (\$10.00) ~~(\$5.00)~~ even if the taximeter fare is less. The taximeter shall be used for all such pickups.

(d) *Waiting time.* A charge for waiting time may be made only for time waited at the express direction of the passenger after the trip has begun and for time waited before the trip has begun, commencing five (5) minutes after the time at which the passenger has requested the taxicab to call, or five (5) minutes after the taxicab actually calls, whichever is later. The charge for such waiting time shall be fifty ~~forty~~ cents (\$0.50) ~~(\$0.40)~~ per minute.



To: Sustainability and Transportation Committee

Regina Phillips, Chair

MEETING DATE

July 9, 2025

AGENDA ITEM

Agenda Item #3C

PURPOSE

To discuss increasing the fare licensed taxi operators may charge passengers.

COMMITTEE WORK PLAN/CITY COUNCIL GOAL ALIGNMENT

N/A

BACKGROUND/ANALYSIS

The regulation of taxi rates in the City of Portland is governed by Chapter 30 Vehicles for Hire of the Portland City Code, specifically, Article II Taxicabs, §§ 30-16--30-38.5. Sec. 30-21 deals with the issues of taxi rates most directly and is excerpted below. The rates established in ordinance were last updated over a decade ago.

Sec. 30-21. Taxicab fares for service.

The maximum fares for taxicabs shall be as follows:

(a) Within the metered zone. Except as otherwise provided herein, the maximum fare for taxicab service solely which begins or ends in the city and is within the metered zone shall be one dollar and ninety cents (**\$1.90**) for the first one-tenth of a mile (the “drop” rate) or a fraction thereof and thirty cents (**\$0.30**) for each one-tenth of a mile or fraction thereof, thereafter. The fare shall be computed and displayed by the taximeter. No fare charged shall be in excess of the amount displayed by the taximeter. There shall be one (1) fare, divided equally, in the case of two (2) or more passengers who engage the taxicab for a trip between the same

two (2) points. In all other cases, each passenger shall pay a separate fare, based upon the total taximeter rate to their individual destinations.

(b) Outside the metered zone. If a trip begins or ends within the city and the other point of destination is outside the metered zone, the passenger and driver shall agree upon the fare before the trip commences; otherwise the passenger shall be under no obligation to pay any fare.

(c) Minimum jetport fare. The minimum fare for pickup at the Portland International Jetport is five dollars (\$5.00) even if the taximeter fare is less. The taximeter shall be used for all such pickups.

(d) Waiting time. A charge for waiting time may be made only for time waited at the express direction of the passenger after the trip has begun and for time waited before the trip has begun, commencing five (5) minutes after the time at which the passenger 30-9 City of Portland Code of Ordinances Sec. 30-21 Vehicles for Hire Chapter 30 Rev. 9-16-10 has requested the taxicab to call, or five (5) minutes after the taxicab actually calls, whichever is later. The charge for such waiting time shall be forty cents (\$0.40) per minute.

(e) Sight-seeing. Taxicabs may be employed for purposes of sight-seeing only according to a published route and rate which shall be provided to the passenger prior to commencement of the trip. (f) Bags and parcels. No charge shall be made for the transportation of the bags or parcels of a passenger. (Code 1968, § 902.8; Ord. No. 231-80, 12-22-80; Ord. No. 576-81, §§ 1, 2, 4-6-81; Ord. No. 471-84, 3-7-84; Ord. No. 332-88, 4-20-88; Ord. No. 63-89, 7-17-89; Ord. No. 303-92, 4-6-92; Ord. No. 249-97, 4-23-97; Ord. No. 56-04/05, 98-04; Ord. No. 57-04/05, 10-4-04; Ord. NO. 286-07/08, 6-16-08; Ord. No. 18808/09, 4-6-09)

The Committee requested that staff research the established fares in other New England cities in order to provide context for their deliberation about a potential fare increase in Portland. We identified Boston, Manchester, and Burlington as comparable communities. See their fares summarized in the table below.

City	Drop Charge	Each Mile Thereafter	Idling and Waiting	Additional Customers	Other
<u>Boston, MA</u>	First 1/7-mile: \$2.60	\$0.40 each 1/7 mile	\$28.00/hour		Tolls are additional
<u>Manchester, NH</u>	First 1/6-mile: \$4	\$0.50 each 1/6 mile	\$0.25/minute	\$0.25	Flat rates established for fare originating at the airport to area towns
<u>Burlington, VT</u>	\$4.00	\$3.50/mile, calculated each 1/10 mile		\$1.00	Minimum fare \$11; airport surcharge \$4.00 from airport queue; nighttime extra \$4.00 (10PM-5AM)
<u>Portland, ME</u>	\$1.90	\$0.30 for each additional 1/10-mile	\$0.40/minute		Minimum charge of \$5 or fare, whichever is greater.

The fares currently authorized by Chapter 30 are generally less than those allowed by the comparable cities. Operational costs for vehicles, fuel, maintenance, and administration have increased significantly since fares were last adjusted in Portland more than 10 years ago. Taxi operators provide a vital transportation service for residents and to visitors of the City and would benefit from a fare structure that more closely aligns with the current economic environment.

In order to align with our current pricing structure, staff recommends that the Committee discussion focus on potential increases in the following areas:

- Drop Charge/Initial Fee from \$1.90 to \$4.00

- Each additional 1/10 from \$0.30 to \$0.35
- Wait time from \$0.40/minute to \$0.50
- Minimum charge from \$5 to \$10.00

We look forward to the discussion and to answering any questions you may have.

FISCAL IMPACT

There is no fiscal impact on City operations.

CONCLUSION(S)

PRIOR COMMITTEE REVIEW

May, 2025

PREPARED BY

Troy Moon, Sustainability Director

ATTACHMENTS

N/A

MEMORANDUM
City Council Agenda Item

FROM: Greg Watson, Director

DATE: June 26, 2025

SUBJECT: Order 36-25/26 Amendment to Portland City Code Chapter 6 RE: Vacant Commercial Properties - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

SPONSOR: Housing and Economic Development Committee, Councilor Pious Ali, Chair, meeting held June 17, 2025, and the vote was 4-0 to forward to the Planning Board and City Council for approval; and, the Planning Board at its meeting held on July 22, 2025, and the vote was 6-0 to forward to the City Council for Approval.

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 8/11/2025

Final Action 9/3/2025

Can action be taken at a later date: Yes

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

PRESENTATION: Greg Watson/5 Minutes

I. SUMMARY

At the Housing and Economic Development Committee meeting held on June 17, 2025, the Committee reviewed proposed amendments to Chapter 6, adding section "Vacant Commercial Properties" and voted 4-0 to forward the amendments to the Portland Planning Board and City Council for approval; and, the Planning Board voted 6-0 at its July 22, 2025, meeting to forward this to the City Council for approval.

II. AGENDA DESCRIPTION

At the Housing and Economic Development Committee meeting held on June 17, 2025, the Committee reviewed proposed amendments to Chapter 6 of the City Code to add a section "Vacant Commercial Properties" to promote public welfare, economic development, and vibrancy in the city by incentivizing occupancy in its street-level commercial spaces. The HEDC voted 4-0 to forward the amendments to the Portland Planning Board and City Council for approval. The Planning Board met on July 22, 2025, and voted 6-0 to send the proposed amendments to City Council for approval.

This is a companion order to the order below.

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

III. BACKGROUND

Since the Spring of 2024, City staff have been working on programs and policies to disincentivize commercial vacancies and activate downtown Portland, including a commercial vacancy ordinance. The ordinance will promote the use of vacant space, encourage communication and collaboration between owners of vacant property and seekers of commercial space, collect data to inform future programs, and result in increased collaboration with Portland's artist community to provide active utilization of vacant space with a preference for locally sourced art. The ordinance will be geographically limited to the City's Pedestrian Activities District (PAD) Overlay Zone, which ensures that key areas within the City are maintained as active, walkable, pedestrian-oriented activity centers.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The intended result is a reduction in storefront vacancies in the PAD.

V. FINANCIAL IMPACT

There will be no impact to the General Fund. Staff envision that facilitating the installation of 2-D artwork into vacant windows will entail a cost of up to \$25,000 which would either come from grant funding, or the Downtown Transit Oriented Development Tax Increment Financing District, or a combination of both.

VI. STAFF ANALYSIS AND BACKGROUND

See Background Section.

VII. RECOMMENDATION

The Housing and Economic Development Committee reviewed this item at its June 17, 2025, meeting and voted 4-0 to forward this to the Planning Board and City Council for approval. The Planning Board reviewed this at its July 22, 2025, meeting and voted 6-0 to send this to the City Council for approval.

VIII. LIST ATTACHMENTS

1. Amendment - Ch 6 re Vacant Commercial Properties
2. Vacancy Ordinance As Approved by HEDC on 6-17-2025
3. PAD Overlay Map for CC on 7-14-2025
4. Chapter006.Buildings 6.17.2024

Prepared by:

Greg Watson, Director

Date: 06/26/2025

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 6 RE: VACANT COMMERCIAL PROPERTIES**

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

1. *That the Sections 6-246 to 6-253 of the Portland City Code
Chapter 6 is hereby amended to read as follows:*

Chapter 6 BUILDINGS AND BUILDING REGULATIONS*

Art. I. In General, §§ 6-1--6-15

Art. II. Building Code, §§ 6-92--6-103

Div. 1. In General, §§ 6-92--6-97

Div. 2. Building Standards, §§ 6-98--6-103

[Art. III and IV were repealed by Order 18-17/18, 8-21-2107]

Art. V. Housing Code, §§ 6-106--6-149

**Art. VI. Residential Rental Unit Registration Requirements, §§
6-150--6-157**

Art. VII. Green Building Code, §§ 6-165 - - 6-177

Art. VII-A. Bird Friendly Building and Design Requirements §§
6-185--6-189

Art. VIII. Property Assessed Clean Energy, §§ 6-190--6-199

Div. 1. Property Assessed Clean Energy, §§ 6-190--6-194

Div. 2. Commercial Property Assessed Clean Energy §§ 6-195--
6-199

Art. IX. Disorderly Houses, §§ 6-200--6-204

Art. X. Energy Benchmarking, §§ 6-205--6-218

Art. XI. Tenant Housing Rights, §§ 6-219--6-229

Art. XII. Rent Control and Tenant Protections, §§ 6-230--6-244

Art. XIII. Rent Board, §§ 6-250--6-259

Art. XIV. Vacant Commercial Properties §§ 6-270--6-277

Sections 6-264 to 6-269 Reserved.

ARTICLE XIV. VACANT COMMERCIAL PROPERTIES

Sec. 6-270. Purpose.

The purpose of this article is to promote public welfare, economic development and vibrancy in the city by incentivizing occupancy in its street-level commercial spaces.

Sec. 6-271. Applicability.

This article shall apply to buildings zoned for commercial use with storefronts on the ground level in the Pedestrian Activities District (PAD) Overlay Zone.

Sec. 6-272. Definitions.

The following words, terms and phrases, when used in this ordinance, shall have the following meaning:

Vacant commercial property shall mean any previously occupied commercial real property with buildings that have a visible storefront on the ground level that has not been used or occupied for a period of at least 180 consecutive days and is not undergoing construction, rehabilitation, renovation, or repair to make the building fit for occupancy.

Property owner shall mean a person or entity who alone or severally with others:

(a) Has legal or equitable interest to any commercial building or has care, charge, or control of any commercial building in any capacity including but not limited to agent, executor, administrator, trustee, or guardian of the estate of the holder of legal title;

(b) Is a tenant with a legal right to possess an entire commercial building;

(c) Is a mortgagee in possession of any commercial building;

(d) Is an agent, trustee, receiver, or other person appointed by the courts and vested with possession or control of any commercial property; or

(e) Is an officer or trustee of an association of unit owners of a condominium or cooperative which contains a vacant commercial property.

Temporary Art shall mean two-dimensional works of art for public viewing installed by the City and displayed inside windows or on exterior surfaces of vacant commercial properties.

Sec. 6-273. Registration Required.

Not more than thirty (30) days after a commercial property becomes a vacant commercial property as defined in this article, the property owner shall register the vacancy with the city's housing and economic development department. The registration shall include the address and location of the vacant commercial property, the current permitted use for the property pursuant to the city's permit records and the city's land use code, the size and layout of the available space, the reason for the vacancy, the desired rent amount, the date when the vacant commercial property was last occupied and the contact information for the property owner or person with authority to remedy the property vacancy.

The city's housing and economic development department shall establish a registry of vacant commercial properties which shall include all of the above information about vacant commercial properties. The registry shall be publicly available on the city's website within ninety (90) days of the effective date of this article. The housing and economic development department shall update the status of the vacant commercial properties in the registry at least quarterly.

Sec. 6-274 Registration Fee.

Upon initial registration and by January 1st of each year thereafter, property owners shall pay the city a registration fee for each vacant commercial property in the amounts set forth

below. A vacant commercial property shall not be considered registered unless and until this fee is paid in full.

- a) \$250.00 for properties have been vacant for more than 6 months and less than one year;
- b) \$1,000.00 for properties that have been vacant for at least one year but less than two years;
- c) \$2,000.00 for properties that have been vacant for at least two years but less than three years;
- d) \$3,500.00 for properties that have been vacant for at least three years but less than five years;
- e) \$5,000.00 for properties that have been vacant for at least five years but less than ten years; and
- f) \$7,500.00 for properties that have been vacant for at least ten years, plus an additional \$1,000.00 for each year in excess of ten years.

Sec. 6-275. Waiver.

The housing and economic development director may grant a waiver of the registration fee upon written request from the property owner if the housing and economic director determines, in their sole discretion, that one of the following conditions is met:

a) At the time of registration of a vacant commercial property, a property owner permits the City to install temporary art in any exterior-facing window or upon other safe, visible exterior surfaces for the period of the vacancy; or

b) That special or extenuating circumstances exist that prevent the property from being used or occupied and failure to use or occupy a vacant commercial building does not violate the purpose or intent of this ordinance.

Any waiver granted under this section must be reduced to writing and set forth the grounds for the waiver. All waivers shall be available on the registry.

Any waiver granted under this section may be revoked by the director of housing and economic development in the event they determine that either of the two above conditions is no longer met. In the event a waiver is revoked, the director of housing

and economic development shall provide written notice to the property owner and the property owner shall have thirty (30) days from the date of that notice to pay the registration fee in full.

Sec. 6-276. Enforcement.

a) The director of housing and economic development or their designee shall have the primary responsibility for enforcement of this article.

b) Failure to register a vacant commercial property pursuant to this article shall be a civil violation subject to the general penalty provisions of section 1-5 of this Code.

c) The director of housing and economic development is authorized to institute, or cause to be instituted by the corporation counsel, in the name of the city, any and all actions, legal or equitable, that may be appropriate or necessary for the enforcement of the provisions of this article.

Sec. 6-277. Severability.

If any section, paragraph, sentence, word or phrase of this ordinance is for any reason held to be invalid or unenforceable by any court, such decision shall not affect the validity of the remaining provisions of this ordinance.

Article XXX. Vacant Commercial Properties

A)

B) SEC. 6-XXX. PURPOSE

The purpose of this article is to promote public welfare, economic development and vibrancy in the city by incentivizing occupancy in its street-level commercial spaces.

C) SEC. 6-XXX. APPLICABILITY

This article shall apply to all buildings in the city zoned for commercial use with storefronts on the ground level.

D) SEC. 6-XXX. DEFINITIONS

The following words, terms and phrases, when used in this ordinance, shall have the following meaning:

Vacant commercial property shall mean any commercial real property with buildings that have a visible storefront on the ground level that has not been used or occupied for a period of at least 90 consecutive days and is not undergoing construction, rehabilitation, renovation, or repair to make the building fit for occupancy.

Property owner shall mean a person or entity who alone or severally with others:

(a) Has legal or equitable interest to any commercial building or has care, charge, or control of any commercial building in any capacity including but not limited to agent, executor, administrator, trustee, or guardian of the estate of the holder of legal title;

(b) Is a tenant with a legal right to possess an entire commercial building;

(c) Is a mortgagee in possession of any commercial building;

(d) Is an agent, trustee, receiver, or other person appointed by the courts and vested with possession or control of any commercial property; or

(e) Is an officer or trustee of an association of unit owners of a condominium or cooperative which contains a vacant commercial property.

Temporary Art shall mean works of art for public viewing displayed inside windows or on exterior surfaces of vacant commercial properties which comply with the city's temporary public art guidelines.

E) SEC. 6-XXX. REGISTRATION REQUIRED

Not more than thirty (30) days after a commercial property becomes a vacant commercial property as defined in this article, the property owner shall register the vacancy with the city's housing and economic development department. The registration shall include the address and location of the vacant commercial property, the current permitted use for the property pursuant to the city's permit records and the city's land use code, the size and layout of the available space, the reason for the vacancy, the desired rent amount, the date when the vacant commercial property was last occupied and the contact information for the property owner or person with authority to remedy the property vacancy.

The city's housing and economic development department shall establish a registry of vacant commercial properties which shall include all of the above information about vacant commercial properties. The registry shall be publicly available on the city's website within ninety (90) days of the effective date of this article. The housing and economic development department shall update the status of the vacant commercial properties in the registry at least quarterly.

Sec. 6-XXX Registration Fee

Upon initial registration and by January 1st of each year thereafter, property owners shall pay the city a registration fee for each vacant commercial property in the amounts set

forth below. A vacant commercial property shall not be considered registered unless and until this fee is paid in full.

- f) \$250.00 for properties have been vacant for more than 3 months and less than one year;
- g) \$1,000.00 for properties that have been vacant for at least one year but less than two years;
- h) \$2,000.00 for properties that have been vacant for at least two years but less than three years;
- i) \$3,500.00 for properties that have been vacant for at least three years but less than five years;
- j) \$5,000.00 for properties that have been vacant for at least five years but less than ten years; and
- k) \$7,500.00 for properties that have been vacant for at least ten years, plus an additional \$1,000.00 for each year in excess of ten years.

Sec. 6-XXX. Waiver.

The housing and economic development director may grant a waiver of the registration fee upon written request from the property owner if the housing and economic director determines, in their sole discretion, that one of the following conditions is met:

- a) At the time of registration of a vacant commercial property, a property owner installs temporary art in any exterior-facing window or upon other safe, visible exterior surfaces for the period of the vacancy; or
- b) That special or extenuating circumstances exist that prevent the property from being used or occupied and failure to use or occupy a vacant commercial building does not violate the purpose or intent of this ordinance.

Any waiver granted under this section must be reduced to writing and set forth the grounds for the waiver. All waivers shall be available on the registry.

Any waiver granted under this section may be revoked by the director of housing and economic development in the event they

determine that either of the two above conditions is no longer met. In the event a waiver is revoked, the director of housing and economic development shall provide written notice to the property owner and the property owner shall have thirty (30) days from the date of that notice to pay the registration fee in full.

L) SEC. 6-XXX. ENFORCEMENT

M)

a) The director of housing and economic development or their designee shall have the primary responsibility for enforcement of this article.

b) Failure to register a vacant commercial property pursuant to this article shall be a civil violation subject to the general penalty provisions of section 1-5 of this Code.

c) The director of housing and economic development is authorized to institute, or cause to be instituted by the corporation counsel, in the name of the city, any and all actions, legal or equitable, that may be appropriate or necessary for the enforcement of the provisions of this article.

N) SEC. 6-XXX. SEVERABILITY

If any section, paragraph, sentence, word or phrase of this ordinance is for any reason held to be invalid or unenforceable by any court, such decision shall not affect the validity of the remaining provisions of this ordinance.

Portland, ME

Pedestrian Activities District (PAD) Overlay Map

— PAD Zone



Chapter 6 BUILDINGS AND BUILDING REGULATIONS*

*Cross reference(s)--Alarm systems, Ch. 2.5; fire prevention and protection, Ch. 10; land use, Ch. 14; rodent and vermin control, Ch. 22; sewers, Ch. 24; streets, sidewalks and other public places, Ch. 25; moving of structures, § 25-191 et seq.; swimming pools, Ch. 26.

Art. I. In General, §§ 6-1--6-15

Art. II. Building Code, §§ 6-92--6-103

Div. 1. In General, §§ 6-92--6-97

Div. 2. Building Standards, §§ 6-98--6-103

[Art. III and IV were repealed by Order 18-17/18, 8-21-2107]

Art. V. Housing Code, §§ 6-106--6-149

Art. VI. Residential Rental Unit Registration Requirements, §§ 6-150--6-157

Art. VII. Green Building Code, §§ 6-165 - - 6-177

Art. VII-A. Bird Friendly Building and Design Requirements §§ 6-185--6-189

Art. VIII. Property Assessed Clean Energy, §§ 6-190--6-199

Div. 1. Property Assessed Clean Energy, §§ 6-190--6-194

Div. 2. Commercial Property Assessed Clean Energy §§ 6-195--6-199

Art. IX. Disorderly Houses, §§ 6-200--6-204

Art. X. Energy Benchmarking, §§ 6-205--6-218

Art. XI. Tenant Housing Rights, §§ 6-219--6-229

Art. XII. Rent Control and Tenant Protections, §§ 6-230--6-244

Art. XIII. Rent Board, §§ 6-250--6-263

ARTICLE I. IN GENERAL

Sec. 6-1. Penalties.

(a) *Penalties.* Monetary penalties shall be assessed on a per-day basis for each day on which a violation exists:

1. The minimum penalty for a specific significant code violation is two hundred dollars (\$200.00) per day, and the maximum penalty is two thousand five hundred dollars (\$2,500.00) per day. The minimum penalty for failure to correct such significant

code violation after written notice by the city to do so is five hundred (\$500.00) per day, and the maximum penalty is five thousand dollars (\$5,000.00) per day. The minimum penalty for failure to correct such significant code violation after a second written notice by the city is one thousand five hundred dollars (\$1,500.00) per day, and the maximum penalty is ten thousand dollars (\$10,000.00) per day.

2. The penalty for violating the occupant load limit, as determined under MUBEC or Chapter 10 of this Code, is \$250.00 for the first violation; \$500 for the second violation; \$1,000 for the third and subsequent violations. Violations shall be calculated on a rolling twelve-month basis.
3. The minimum penalty for a specific violation other than a violation described in paragraph 2 is one hundred dollars (\$100.00) per day, and the maximum penalty is two thousand five hundred dollars (\$2,500.00) per day.
4. In addition to penalties, the violator may be ordered to correct or abate the violations. When violations occur in a shoreland area, as defined in section 14-447, or when the court finds that the violation was willful, the violator shall be ordered to correct or abate the violation unless the abatement or correction results in:
 - a. A threat or hazard to public health or safety;
 - b. Substantial environmental damage; or
 - c. A substantial injustice.
5. If the city is the prevailing party in any legal action to enforce this chapter, the municipality must be awarded reasonable attorney fees, expert witness fees and costs, unless the court finds that special circumstances make the award of these fees and costs unjust.
6. In setting a penalty, the following shall be considered:

- a. Prior violations by the same party;
 - b. The degree of environmental damage that cannot be abated or corrected;
 - c. The extent to which the violation continued following a city order to stop; and
 - d. The extent to which the city contributed to the violation by providing the violator with incorrect information or by failing to take timely action.
7. The maximum penalty may exceed the limits described in paragraphs 1, 2 and 3, but may not exceed twenty-five thousand dollars (\$25,000.00) per day, when it is shown that there has been a previous violation or judgment against the same party within the past two (2) years for a violation of the same law or ordinance.
 8. If the economic benefit resulting from the violation exceeds the applicable penalties under this subsection, the maximum penalties may be increased. The maximum penalty under this paragraph may not exceed an amount equal to twice the economic benefit resulting from the violation. Economic benefit includes, but is not limited to, the costs avoided or enhanced value accrued at the time of the violation as a result of the violator's noncompliance with the applicable legal requirements.
 9. In addition to the other penalties in this section, the building authority or his or her designee designated by the city manager may suspend a contractor's, owner's, or developer's right to obtain building permits or work on any project in the city if the building authority or a housing safety official designated by the city manager determines that a contractor's, owner's, or developer's violation or violations of any provision in articles II, III, or IV of this chapter create such a threat to life or safety that a structure must be posted against occupancy or that the violation or violations render a structure uninhabitable. The suspension authorized by this

subparagraph shall be lifted when the building authority or his or her designee determines that the violation or violations have been fixed.

(b) Penalties assessed pursuant to this section shall be paid to the city.

(Ord. No. 120-97, § 1, 10-20-97; Ord. No. 240-98, § 1, 4-6-98; Ord. No. 60-06/07, 10-16-06; Ord. 298-14/15, 7-6-2015; Ord. No. 165-15/16, 3-7-2016; Ord. 18-17/18, 8-21-2017)

Sec. 6-1.1 Definitions

Except as otherwise provided, the following definitions shall apply to this Chapter:

Building shall mean anything constructed with a roof and walls built for permanent use.

Building authority shall mean the Permitting and Inspections Department Director.

Building official shall mean the Permitting and Inspections Department Director.

Demolition debris includes, but is not limited to, materials that are created by site preparation, clearing land, or erection or destruction of a building or structure. It also includes, but is not limited to, brush, tree limbs, stumpage, building materials, and the waste products of building activity, such as: clay, brick, masonry, concrete, plaster, glass, wood and wood products, asphalt, rubber, metal; and plumbing, electrical and heating fixtures, appurtenances thereto and parts thereof.

Significant code violation shall mean any of the following:

- a. Inadequate or blocked ingress or egress;
- b. Overcrowded conditions as described in section 6-110;
- c. Unsanitary conditions as described in section 6-109, including but not limited to vermin infestation;
- d. Inadequate or defective smoke or fire detection systems;
- e. Inadequate or defective plumbing or electrical systems;

- f. Substantially damaged or defective structural elements;
and
- g. Intentional denial of heat or electricity to the legal occupant of a dwelling unit by the owner of the dwelling unit. For purposes of this provision, the terms "occupant", "dwelling unit" and "owner" have the same meanings as provided in section 6-106.

Structure shall mean anything constructed or erected of more than one (1) member which requires a fixed location on the ground or attached to something having a fixed location on the ground.

(Ord. 18-17/18, 8-21-2017)

Sec. 6-2. Fees for reinspections.

Following the issuance of a notice of violation and an order to correct violations, the enforcement authority or a housing safety official designated by the city manager will reinspect once for no fee in order to determine whether the violations have been fixed in compliance with this chapter. If the violations have not been fixed in compliance with this chapter, the violator shall be assessed a fee as set forth in the fee schedule adopted pursuant to 6-92 for each subsequent reinspection. Failure to pay the assessment for reinspection shall create a lien on the property of the violator and the assessment and lien shall be collected and enforced pursuant to section 1-16.

(Ord. No. 120-97, § 2, 10-20-97; Ord. 238-13/14, 5/19/2014; Ord. 298-14/15, 7/6/2015; Ord. 18-17/18, 8-21-2017)

Sec. 6-3. Reserved.

Sec. 6-4. Reserved.

Sec. 6-5. Reserved.

Sec. 6-6. Reserved.

Sec. 6-7. Reserved.

Sec. 6-8. Reserved.

Sec. 6-9. Reserved.

Sec. 6-10. Reserved.

Sec. 6-11. Reserved.

Sec. 6-12. Reserved.

Sec. 6-13. Reserved.

Sec. 6-14. Reserved.

Sec. 6-15. Reserved.

Sections 6-16 to 6-91. Reserved.

***Editor's Note**—Pursuant to Order 18-17/18, Sections 6-16 thru 6-91 were

repealed in their entirety and replaced with Article II, Divisions 1 and 2 in Sections 6-92 through 6-103, below.

ARTICLE II. BUILDING CODE

DIVISION 1. - In General

Sec. 6-92. Permits and permit fees.

(a) No person may commence work on any of the following without first obtaining a permit from the building authority:

1. Constructing, enlarging, altering, repairing, moving, converting, demolishing, or changing the use of any building or structure;
2. Installing, removing, or altering plumbing or plumbing fixtures, or subsurface waste water disposal systems or components;
3. Installing, removing, or altering electrical or signaling conductors, equipment and raceways, or optical fiber cables and raceways, however, permits shall not be required for:
 - a. Replacing lamps or other portable devices to existing receptacles;
 - b. Telephone or telegraph transmission; and
 - c. Municipal signal and fire alarm or radio companies, public utility work and maintenance, and work by municipal employees on municipal property.

(b) Fees for permits and inspections under this article shall be as set forth in the permit fee schedule, adopted by the City Council.

(c) For permit fees based on cost of work, if the proposed project cost submitted by the applicant is less than that as would be indicated by national standards, the City of Portland reserves the right to determine the proposed project cost based on those standards and assess the permit fee accordingly.

(d) The fee for any permit obtained after work has been commenced shall be double the fee otherwise provided for in the fee schedule adopted pursuant to this section.

(e) The Permitting and Inspections Department Director shall adopt a policy authorizing refunds of any fee under this section, where appropriate.
(Ord. 18-17/18, 8-21-2017)

Sec. 6-93. Certificate of Occupancy.

(a) No building, structure, or property shall be used or occupied without a certificate of occupancy.

(b) No final certificate of occupancy shall be issued where any condition of the building, structure, or property is not in compliance with any other section of this Code, except where phased occupancy is specifically provided for in approved permits or plans.

(c) No final certificate of occupancy shall be issued without the approval of the fire chief or his or her designee.
(Ord. 18-17/18, 8-21-2017)

Sec. 6-94. Violations.

(a) Any person who owns, occupies, or controls a building, structure, or premises shall be guilty of an offense and subject to the penalties and remedies provided in section 6-1 of this Chapter and 30-A M.R.S. § 4452 if that person does any of the following:

1. Violates a provision of this article, or any codes adopted pursuant to this article;
2. Allows a violation to occur or remain at any building, structure, or premises that he or she owns, occupies, or controls;
3. Fails to comply with any lawful order issued pursuant to this article; or
4. Builds inconsistently with any approved permit or plan.

(b) The imposition of a penalty for a violation does not excuse that violation or allow it to continue.
(Ord. 18-17/18, 8-21-2017)

Sec. 6-95. Enforcement.

In addition to the remedies otherwise provided, the following specific remedies shall also be available.

(a) The building authority may issue a stop work order, prohibiting that any additional work be completed until any violations are remedied. A fee to remove any stop work order shall be set forth in the fee schedule adopted pursuant to section 6-16.

(b) The building authority may cut electrical wires, remove fuses, or otherwise make a circuit or system inoperative whenever it is found that:

1. Any electrical work has been done without first obtaining a permit; or
2. Any electrical work has been done not in compliance with this Article.

(c) Where any establishment exceeds the posted occupant limit, the building authority, the fire chief, and/or their designees, may order any performance, presentation, spectacle, or entertainment to be stopped until the condition is corrected.

(d) The building authority is authorized to institute, or cause to be instituted by the corporation counsel, in the name of the city, any and all actions, legal or equitable, that may be appropriate or necessary for the enforcement of the provisions of this article.

(Ord. 18-17/18, 8-21-2017)

Sec. 6-96. Appeals.

(a) An aggrieved party may appeal from a final decision made pursuant to this Article to the board of appeals within ten (10) days from the action of the building authority.

(b) The board of appeals may permit exceptions to or variances from the specific provisions of this Article where it is established that strict application of the provisions of this code will result in undue hardship, and where the purpose of this Article in promoting the public health, safety and welfare, is not adversely affected.

(c) The order of the building authority shall not be stayed during any such appeal.

Sec. 6-97. Liability.

(a) Nothing in this article shall be construed to relieve any responsible party from liability, or lessen such liability, for damages to persons or property caused by a defect in work performed pursuant to this article.

(b) No officer or employee charged with the enforcement of this article and acting for the city in the discharge of his or her duties shall render himself or herself personally liable for any damage that may occur to any person or property as a result of his or her acts in the discharge of his or her duties.

(c) The City shall not be rendered liable for any damage to persons or property arising out of any permit, inspection, or other action taken pursuant to this Article.
(Ord. 18-17/18, 8-21-2017)

DIVISION 2. - BUILDING STANDARDS

Sec. 6-98. Adoption of standardized codes.

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

1. The Maine Uniform Building and Energy Code ("MUBEC"), as required by 10 M.R.S. § 9724;
2. The appendix to the Maine Uniform Building and Energy Code ("MUBEC") containing optional energy conservation and efficiency requirements, as provided by 10 M.R.S. §9722, sub-§6, ¶10; and
3. The National Electric Code (2020) ("NEC").

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

(c) To the extent that any standard or provision of MUBEC conflicts with any standard or provisions from the appendix to MUBEC containing optional energy conservation and efficiency requirements, the standard or provision contained in the appendix

shall control and be enforced by the building authority, as provided above.

(d) The NEC shall be enforced by the building authority.
(Ord. 18-17/18, 8-21-2017; By Referendum, 11-3-2020; Ord. 73-21/22, 10-18-2021)

Sec. 6-99. Electrical permits.

In addition to the other permitting provisions of this article, the following shall also apply to electrical permits.

(a) No electrical permit shall be issued unless the applicant holds a valid master electrician's license, or a limited or special license for the particular work to be installed, issued by the State of Maine.

(b) Notwithstanding subsection (a) above, a person who does not hold a master electrician's license or limited or special license may obtain an electrical permit and do limited electrical work, so long as:

1. The permit is for, and the work will be completed on, a single-family residence that the applicant owns and resides in;
2. The applicant does not connect wires into any service panel; and
3. The applicant does not install, relocate, disconnect, or disturb in any way the main service entrance to the residence.

(c) Electrical permits are not transferable, and the permitted work must be completed by, or under the supervision of, the permittee.

(d) An electrical permit shall expire if work authorized by such permit is not substantially commenced within ninety (90) days from date of issue of the permit; or if the work authorized by such permit is suspended or abandoned for a period of one hundred twenty (120) days.

(e) Any person, after having been issued a permit, shall correct any defective work within forty-eight (48) hours after notification by the building authority. If such corrective work is not accomplished within such time period, no other permits shall be issued to the applicant until same has been accomplished.

(Ord. 18-17/18, 8-21-2017)

Sec. 6-100. Electrical requirements.

In addition to the standards in the NEC, the following provisions shall also apply to electrical installations:

(a) Services installed on brick, masonry metal, or block buildings shall be in rigid conduit. No "service entrance cable" shall be allowed in these applications.

(b) All direct burial service conductors installed from the utility company transformer pads and/or poles to supply residential occupancies shall be installed in schedule forty (40) PVC conduit, minimum size two and one-half (2 1/2) inches).

(Ord. 18-17/18, 8-21-2017)

Sec. 6-101. Electrical inspections.

(a) The building authority shall have the right during reasonable hours to enter any premises, building, or other place, in the discharge of his or her official duties, for the purpose of making any inspection, reinspection, or test of electrical wiring, devices, appliances, and equipment.

(b) No person may cover or conceal, or cause to be covered or concealed, any wiring or other electrical work for which a permit has been issued or is required, before the wiring or work has been inspected or approved by the building authority.

(c) When a closing-in inspection is called for, all wall cases, boxes, etc. will be made ready for devices or fixtures by insuring that all necessary pig-tailing and bonding will be done, and that all neutral and bonding wires in panels will be made up before calling for inspection.

(d) The building authority shall have the authority to reject any work that is not completed in accordance with any permit or applicable code, or in a workmanlike and safe manner.

(Ord. 18-17/18, 8-21-2017)

Sec. 6-102. Burner installation.

In addition to the permitting requirements pursuant to this Article, any person who installs or services oil burner equipment must have a license from the Maine Fuel Board. Any alterations,

installations, addition of controls, or other work on oil burners must be done by a person having such a license.
(Ord. 18-17/18, 8-21-2017)

Sec. 6-103. Demolition requirements

(a) No demolition permit shall be issued unless and until:

1. The applicant provides a certification by a licensed specialist that:

- a. There is no friable asbestos material present;
- b. Such friable asbestos has been removed and disposed of in accordance with state and federal law; or
- c. Such friable asbestos will be removed in the course of the demolition in accordance with state and federal law, and also provides an acceptable plan for removal;

2. If the building or structure is located on an island, the applicant has provided an acceptable plan to remove the demolition debris from the island and dispose of it in accordance with state and federal law prior to the expiration of the permit.

(b) A permit to demolish or remove a structure shall expire thirty (30) days after the date of its issuance, provided that, for good cause, the building official may extend the permit for periods of not more than fifteen (15) days.

(c) The person to whom a permit is issued shall dampen or cause to be dampened all debris resulting from the demolition operation to the extent necessary to prevent dust therefrom circulating in the surrounding area.

(d) The disposal of all demolition debris shall be in accordance with all state and federal law.

(e) No demolition debris shall either be disposed of or stored on any of the islands.
(Ord. 18-17/18, 8-21-2017)

Sec. 6-104. Reserved.

Sec. 6-105. Reserved.

ARTICLE V. HOUSING CODE

Sec. 6-106. Definitions.

The following words and phrases, when used in this article, shall have the meanings respectively ascribed to them:

Basement shall mean the portion of a building next below the ground floor having not more than half of its clear height below the adjoining grade.

Dwelling shall mean any house, building or part thereof which is occupied or intended to be occupied, in whole or in part, for living and sleeping by one (1) or more occupants. A dwelling may include one (1) or more dwelling units or rooming units or a combination of both.

Dwelling premises shall mean the land and auxiliary buildings thereon used or intended to be used in conjunction with a dwelling.

Dwelling unit shall mean one (1) or more rooms forming a single unit including food preparation, living, sanitary and sleeping facilities used or intended to be used by two (2) or more persons living in common or by a person living alone.

Enforcement authority means and includes the building authority or his or her designee, and the health authority.

Extermination shall mean the control and elimination of insects, rodents or other pests by eliminating their harborage places; by removing or making inaccessible materials that may serve as their food; poisoning, spraying, fumigating, trapping, or by any other recognized and legal pest elimination methods approved by the building authority.

Friable asbestos material shall mean any material that contains more than one (1) percent asbestos by weight and that can be crumbled, pulverized, or reduced to powder, when dry, by hand pressure.

Floor area shall mean the floor area inside of and between exterior walls or partitions or any combination thereof, as measured within a habitable room.

Habitable room shall mean a room used, or intended to be used, for living, sleeping, cooking, or eating purposes and excludes

bathrooms, toilet rooms, laundries, pantries, halls, closets, heater rooms, utility rooms, and attics. Basement or cellar areas are not habitable rooms except as permitted in this article.

Infestation shall mean the presence within a dwelling or on premises of a dwelling of rodents, vermin, or other pests, as determined through actual observation of them or by evidence of their presence.

Lead-based paint hazard means the presence of lead in any form which exceeds the permissible concentration and which exists in an unacceptable condition.

Lead-based substance means any substance which contains lead at a level that constitutes or potentially constitutes an environmental lead hazard.

Lodging facility shall mean the use of one or more rooms, without individual bathroom or kitchen facilities, used to provide sleeping accommodations for no more than two persons, and which are available for use by the public for a fee and which are occupied, regardless of the duration of the occupancy, in the absence of a written lease. Lodging facility does not including the following:

- (a) Sleeping accommodations, whether provided by a business or non-profit organization, where the owner or manager of such an operation routinely provides:
 - 1. Daily maid service;
 - 2. Replacement of linens and towels as demanded by guests of the establishment; and
 - 3. A centralized telephone system.
- (b) Any establishment licensed by the Maine Department of Human Services to provide health care under the direction of duly licensed health care professionals.
- (c) Dormitories, including dwelling units converted to licensed use, operated by educational institutions authorized to confer degrees.
- (d) Sleeping accommodations provided to graduate medical students under the auspices of the accreditation council on graduate medical education or a similar entity.

Multiple dwelling shall mean any dwelling containing more than two (2) dwelling units, rooming units, or combination of both.

Occupant shall mean any person, including an owner or operator, residing in or having actual possession of a dwelling unit or rooming unit.

Operator shall mean any person who has charge, care, management, or control of any dwelling or part thereof in which dwelling units or rooming units are let or offered for occupancy.

Owner shall mean any person or persons who alone, jointly, severally, or jointly and severally with others:

- (a) Shall have legal or record title to any dwelling, dwelling unit, or dwelling premises;
- (b) Shall have charge, care, or control of any dwelling, dwelling unit, or dwelling premises as an agent of the owner, executor, administrator, trustee, or guardian of the estate of the owner;
- (c) Shall have an equitable interest in a dwelling, dwelling unit, or dwelling premises under a contract or a bond for a deed with the person having legal or record title.

Rooming house shall mean any dwelling, or part thereof, containing three (3) or more rooming units in which space is rented or offered for rent by the owner or operator to be occupied or intended to be occupied by three (3) or more persons who are not related by blood or marriage to the owner or operator.

Rooming unit shall mean one (1) or more rooms forming a single unit used, or intended to be used, for living and sleeping purposes, but not designed for food preparation, by two (2) or more persons living in common or by a person living alone.

Supplied shall mean installed, furnished, or provided by the owner at his or her expense.

(Code 1968, § 307.2; Ord. No. 310-68, § 1, 8-5-68; Ord. No. 490-74, § 1, 8-5-74; Ord. No. 114-77, § 2, 2-23-77; Ord. No. 475-86, § 1, 4-7-86; Ord. No. 159-95, 1-4-95; Ord. No. 45-04/05, 9-8-04; Ord. 298-14/15, 7-6-2015; Ord. 18-17/18, 8-21-2017)

Cross reference(s)--Definitions and rules of construction generally, § 1-2.

Sec. 6-107. Minimum standards for dwellings established.

There are hereby established minimum standards for buildings used for dwelling purposes in the city. All such buildings not now conforming to these standards will be required to meet such minimum standards, and buildings newly constructed or converted for dwelling purposes shall meet such minimum standards. The standards set forth herein are intended to be minimum only and shall not be construed otherwise, nor shall they apply wherever a greater standard is required by any other ordinance or law.

(Code 1968, § 307.1; Ord. No. 475-86, § 1, 4-7-86)

Sec. 6-108. Minimum standards for structural elements.

No person shall occupy as owner-occupant or shall allow another to occupy any dwelling, dwelling unit, rooming house, rooming unit, or a combination of the same, which does not comply with the following minimum standards:

- (a) *Foundations, basements, cellars, exterior walls, roofs.* Every foundation, basement, cellar, exterior wall, and roof shall be substantially weathertight, watertight, and vermin proof; shall be structurally sound and in good repair; and shall be safe for the intended use as well as capable of supporting whatever load normal use may cause to be placed thereon. Every exterior wall or portion thereof shall be painted or stained. Insulation shall be installed and maintained so as not to present a health or safety hazard to occupants. Water from roofs shall be so drained and conveyed therefrom as not to cause repeatedly wet floors, walls, or ceilings, or hazard to adjacent buildings or the occupants thereof.
- (b) *Interior floors, walls, ceilings and doors.* Every floor, wall, ceiling, and door shall be in a structurally sound condition and in good repair and shall be substantially vermin proof.
- (c) *Exterior windows, doors and skylights.* Every window or door, including basement or cellar door and hatchway, and skylight shall be substantially weathertight, watertight, and vermin proof and shall be kept in sound working condition and good repair.

Every exterior window shall include storm sash with screens or an alternative equally effective for heat retention and ventilation purposes, all in operable

condition.

- (d) *Stairways, stairwells, stairs and porches.* Every inside and outside stairway, stairwell, stairs, and porch and any appurtenances thereto shall be structurally sound, in good repair, and safe to use.
- (e) *Chimneys, flues and vent.* Every chimney and every flue, vent, and smokepipe and any attachments thereto shall be structurally sound, in good repair, and safe to use.
- (f) *Required equipment and utilities.* Every supplied facility, piece of equipment, or utility which is required under this article shall be so constructed and installed that it will function safely and effectively and shall be maintained in good working condition.

(Code 1968, § 307.3; Ord. No. 475-86, § 3, 4-7-86)

Sec. 6-109. Sanitation and maintenance of equipment; division of responsibility therefor.

Every dwelling, dwelling unit, roominghouse, rooming unit, dwelling premises, or combination of the same, shall be kept and maintained in a sanitary and clean condition, and facilities shall be provided, in accordance with the following division of responsibility:

- (a) *Maintenance of assigned areas.* Every occupant of a dwelling, dwelling unit, or rooming unit shall maintain in a clean and sanitary manner that part of the dwelling, dwelling unit, or rooming unit, and dwelling premises which he or she occupies and controls.
- (b) *Maintenance of shared areas.* Every owner or operator of a multiple dwelling or rooming house shall maintain in a clean and sanitary condition the shared or public areas of the dwelling and dwelling premises.
- (c) *Maintenance of supplied facilities.* Every occupant of a dwelling unit shall keep all supplied facilities, including refrigeration, plumbing and cooking equipment, in a clean and sanitary condition and shall be responsible for the exercise of reasonable care in their proper use and operation.
- (d) *Disposal of rubbish, ashes, garbage and waste.* Separate

watertight, tightly covered plastic or metal containers shall be provided, one (1) or more for garbage and other food wastes, one (1) or more for rubbish, paper, and other non-food wastes, and one (1) or more metal containers for ashes, and all such containers shall be kept covered at all times so as to prevent the ingress and egress of flies, rats or other animals. Plastic or paper bags or boxes are not considered "containers" for purposes of this section. Ashes shall be cold when placed in containers for collection. Such containers shall be cleaned periodically so that they will not become foul or offensive and shall be placed in convenient locations for removal of the contents by persons authorized to collect the same. Every occupant of a dwelling, dwelling unit, rooming house or rooming unit shall place or cause to be placed all garbage, rubbish and other waste material in such containers and shall not permit any accumulation or deposit of such substances in or about the premises except in said containers. The responsibility for the provision of such containers shall be as follows:

1. It shall be the duty of every occupant of every dwelling occupied by not more than two (2) families to provide and keep within the dwelling or upon the premises where the dwelling is situated sufficient containers to meet the above requirements.
 2. It shall be the duty of the owner or operator of every multiple dwelling to provide and keep within the dwelling or upon the premises where the dwelling is situated sufficient containers to meet the above requirements.
 3. It shall be the duty of every owner or operator of a rooming house to provide and keep within the dwelling or upon the premises where the dwelling is situated sufficient containers to meet the above requirements.
- (e) *Rodent and vermin control.* Every dwelling, dwelling unit, rooming house, rooming unit, and dwelling premises shall be kept and maintained free from insects, rodents, or other pests in accordance with the following division of responsibility:
1. Every occupant of a dwelling unit shall be responsible for the extermination of such insects,

rodents, or other pests where the infestation is confined to such dwelling unit, except as provided in subsection 6-109(e)2.

2. When infestation of a dwelling unit shall exist because of the failure of the owner or operator of a dwelling or dwelling premises to keep the same in a substantially rodent or vermin-proof condition, extermination shall be the responsibility of the owner or operator.
 3. Every owner or operator of a dwelling shall be responsible for the extermination of such insects, rodents, or other pests whenever infestation exists in any two (2) or more dwelling and/or rooming units, or in shared areas or upon the dwelling premises.
 4. Every owner or operator of a rooming house shall be responsible for the extermination of any insects, rodents, or other pests in the dwelling or upon the dwelling premises.
- (f) *Maintenance of service to utilities.* No owner, operator or occupant shall cause any service, facility, equipment or utility supplied in accordance with the requirements of this article to be removed, shut off, or discontinued for any occupied dwelling, dwelling unit, rooming house, or rooming unit except for such temporary interruption as may be necessary when actual repairs or alterations are being expeditiously made. For purposes of this Code, whenever it is established that the interruption was for more than twelve (12) hours within a twenty-four-hour period, the owner or operator shall have the burden of producing evidence proving the interruption was necessary and unavoidable given all the surrounding circumstances.
- (g) *Vacating of premises.* It shall be the duty of every occupant of a dwelling, dwelling unit or rooming unit, upon vacating such premises, to leave the premises in a clean and sanitary condition with no accumulation of rubbish or other debris. No owner or operator shall allow another to occupy any dwelling, dwelling unit, or rooming unit which has not been placed in a clean and sanitary condition with no accumulation of rubbish or other debris.

(Code 1968, § 307.4; Ord. No. 475-86, § 4, 4-7-86)

Sec. 6-109.5. Standards for unoccupied residential structures.

The owner of any unoccupied structure containing dwelling units or rooming units or any combination thereof shall comply with the following minimum standards:

- (a) *Foundations, basements, cellars, exterior walls, roofs.* Every foundation, basement, cellar, exterior wall and roof shall be substantially weathertight, watertight and vermin-proof; shall be structurally sound and in good repair; and shall be safe for the intended use as well as capable of supporting whatever load normal use may cause to be placed thereon. Every exterior wall or portion thereof shall be painted or stained. Water from roofs shall be so drained and conveyed therefrom as not to cause repeatedly wet floors, walls or ceilings, or hazard to adjacent buildings or the occupants thereof.
- (b) *Interior floors, walls, ceilings and doors.* Every floor, wall, ceiling and door shall be in a structurally sound condition and shall be substantially vermin-proof.
- (c) *Exterior windows, doors and skylights.* Every window or door, including basement or cellar door and hatchway, and skylight shall be substantially weathertight, watertight and vermin-proof, and shall be kept secured to prevent ingress of people and animals.
- (d) *Stairways, stairwells, stairs and porches.* Every outside stairway, stairwell, stairs and porch and any appurtenances thereto shall be structurally sound, in good repair and safe to use.
- (e) *Chimneys, flues and vent.* Every chimney shall be structurally sound and in good repair.
- (f) *Rodent and vermin control.* All unoccupied structures and exterior property shall be kept free from rodent and vermin infestation. Where rodents and vermin are found, they shall be promptly exterminated by approved processes which will not be injurious to human health. Every owner or operator of an unoccupied residential structure shall be responsible for the extermination of such rodent and vermin or pest whenever infestation exists.

(Ord. No. 172B-94, 2-7-94)

Sec. 6-110. Minimum standards for space and occupancy thereof.

No person shall occupy as owner-occupant or shall let to another for occupancy any dwelling, dwelling unit, or rooming unit which is or would be overcrowded as determined by the following minimum standards for space and occupancy:

- (a) *Space per person.* Every dwelling unit shall contain at least one hundred (100) square feet of habitable floor area for the first occupant and at least seventy (70) square feet of additional habitable floor area for each additional occupant. For the purpose of this subsection, a child under the age of one (1) shall not be counted.
- (b) *Efficiency apartments.* A dwelling unit occupied by two (2) or more occupants which contains a room not intended primarily for cooking or sleeping, but which is properly designed and equipped or especially furnished with either a kitchenette or wall-type kitchen unit and bed-furniture properly designed for daytime storage or other daytime use, to be maintained as a combination of regular living and efficiency cooking, may contain seventy (70) square feet less habitable floor area than would otherwise be required. For the purpose of this subsection, a child under the age of one (1) shall not be counted.
- (c) *Sleeping space.* Every room occupied for sleeping purposes in a dwelling unit and in a rooming unit shall contain at least fifty (50) square feet of habitable floor area for each occupant, except that children under one (1) shall not be counted and children more than one (1) but less than ten (10) shall be deemed one-half person.
- (d) *Size of habitable rooms.* No habitable room, other than a kitchen or dining alcove, shall contain less than sixty-five (65) square feet of floor area, nor shall the least horizontal dimension of such room be less than seven (7) feet.
- (e) *Computation of floor area.* In computing floor area for the purposes of this section, the space used for closets or other enclosed spaces and, in the case of rooms with sloping ceilings, portions of such rooms with less than four (4) feet in height shall be excluded in computing the area.

(f) *Basement dwelling units.* Every room in any cellar or basement used for the purposes of a habitable room shall meet the following conditions:

1. The ceiling shall have a clear inner height of at least seven (7) feet and shall be at least three (3) feet above the grade of the ground at the points where the required windows open.
2. The floor and walls shall be water- and damp-proof and the room shall be well drained and dry.
3. There shall be one (1) or more windows, the combined total sash area of which shall be not less than eight (8) square feet, or one-twelfth of total floor area, whichever is greater, which windows shall open readily for purposes of ventilation directly to the outside air.

(g) *Notice of maximum occupancy required.* When a person lets to another for occupancy any dwelling, dwelling unit, or rooming unit, he or she shall notify the occupant in writing of the maximum number of persons permitted to occupy the premises by the provisions of this article.

(Code 1968, § 307.5)

Sec. 6-111. Minimum plumbing standards.

No person shall occupy as owner-occupant or shall allow another to occupy any dwelling, dwelling unit, rooming house, or rooming unit which does not comply with the following minimum standards:

- (a) *Basic facilities.* Every dwelling unit shall contain within its walls, in sound operating condition, a kitchen sink, a private flush toilet, lavatory basin, and bathtub or shower. Rooming houses and dwelling houses containing rooming units shall contain at least one (1) flush toilet, one (1) lavatory basin, and one (1) bathtub or shower for each five (5) persons or fraction thereof living within rooming units in the dwelling.
- (b) *Location of facilities.* The flush toilet, lavatory basin, and bathtub or shower shall be conveniently located within a room or compartment which affords privacy and is separate from habitable rooms, is accessible from a common hall without passing through another dwelling unit

or rooming unit or without going outside of the rooming house or dwelling house, is not more than one (1) story removed from the rooming unit of any occupant intended to share such facilities, with the lavatory basin further required to be in the same room or compartment as practicable. No such facilities located in a basement or cellar shall count in computing the number of facilities required hereunder, except upon the prior approval of the building authority.

- (c) *Water supply.* Every dwelling, dwelling unit and rooming house shall be provided with a potable water supply. Every kitchen sink, lavatory basin, and bathtub or shower required by this article shall be properly connected with hot and cold water lines with adequate supply and pressure. The hot water lines shall be connected with water-heating facilities which supply water at a temperature of at least one hundred ten (110) degrees Fahrenheit at every required fixture at all times.
- (d) *Maintenance of plumbing fixtures.* All fixtures required by this article and all fixtures installed in addition thereto shall be properly installed and maintained in sound mechanical condition, free from defects, leaks, or obstructions, and in accordance with the state plumbing code.
- (e) *Additional requirements for structures located on islands in Casco Bay.* All new or replacement plumbing fixtures to be installed in any structures located on an island in Casco Bay shall be of water conservation design, as outlined in the state plumbing code. Toilets shall have a low water volume standard of 1.6 gallons per flush or less. Other plumbing fixtures shall have a flow restriction with a maximum flow rated three (3) gallons per minute.

(Code 1968, § 307.6; Ord. No. 310-68, §§ 2, 3, 8-5-68; Ord. No. 475-86, § 5, 4-7-86; Ord. No. 165-89, 12-11-89)

Sec. 6-112. Minimum ventilation standards.

No person shall occupy as owner-occupant or shall let to another for occupancy any dwelling, dwelling unit, rooming house or rooming unit unless every habitable room therein has a window or windows with a total sash area equal to at least one-twelfth of its floor area opening on a street, alley, yard or court open to the sky and constructed so that at least one-half of the sash area can

be opened, except that an approved method of mechanical ventilation may be substituted for such window or windows.
(Code 1968, § 307.7)

Sec. 6-113. Minimum lighting standards.

No person shall occupy as owner-occupant or shall allow another to occupy any dwelling, dwelling unit, rooming house, or rooming unit which does not comply with the following minimum standards:

- (a) *Habitable rooms.* Every habitable room, other than rooms used primarily for sleeping, shall contain at least two (2) separate duplex convenience outlets or at least one (1) duplex convenience outlet and one (1) ceiling-type or wall-type electric light fixture.
- (b) *Rooms used primarily for sleeping, bathrooms, utility rooms, cellars and basements.* Every room used primarily for sleeping, water-closet compartment, bathroom, laundry room, furnace room, cellar and basement shall contain at least one (1) ceiling-type or wall-type electric light fixture.
- (c) *Passageways and common stairway.* Every passageway and stairway shall have at least one (1) ceiling-type or wall-type electric light fixture adequate to provide safe passage.
- (d) *Extension cords.* No temporary wiring shall be used except extension cords which run directly from portable electrical fixtures to convenience outlets, ceiling or wall-type fixtures and which do not lie under rugs or other floor coverings, nor extend through doorways, transoms or similar openings through structural elements.
- (e) *Maintenance of lighting fixtures.* All fixtures required by this article and all fixtures installed in addition thereto shall be maintained in good and safe working conditions and shall be installed in accordance with the electrical code of the city.

(Code 1968, § 307.8; Ord. No. 475.86, § 6, 4-7-86)

Sec. 6-114. Minimum heating standards.

No person shall occupy as owner-occupant or shall allow another to occupy, except when used solely for seasonal occupancy

between March first and October thirty-first, any dwelling, dwelling unit, rooming house or rooming unit which does not comply with the following minimum standards:

- (a) *When central heating plant not available.* When heat is not furnished by a central heating plant, each dwelling unit or rooming unit shall be provided with one (1) or more masonry flues and smoke or vent pipe connections, or equal arrangement, in accordance with the provisions of the city Code to permit the use of heating equipment capable of providing heat as required by this section.
- (b) *Heating facilities required.* Every habitable room, excepting rooms used primarily for sleeping purposes, shall be served by heating facilities which provide a minimum temperature of at least sixty-eight (68) degrees Fahrenheit, at a distance of three (3) feet above floor level, as required by prevailing weather conditions from September fifteenth through May fifteenth of each year.
- (c) *Maintenance of equipment.* All stoves, furnaces, room heaters, or domestic water heaters operated by solid, liquid, or gaseous fuel shall be properly vented and maintained in safe operating condition by the owner, operator, occupant or both.

(Code 1968, § 307.9; Ord. No. 475-86, § 7, 4-7-86; Ord. No. 156-88, 9-19-88)

Sec. 6-115. Lead-based paint hazard.

(a) This provision is intended to supplement the Lead Poisoning Control Act (22 M.R.S.A. Sections 1314 et seq.) and the regulations adopted pursuant thereto including, but not limited to, the Rules for Environmental Lead Inspections and the Rules for Abatement of Environmental Lead Hazards.

(b) When either the city's health authority, as defined in section 2-17(h), or the city's director of permitting and inspections, as defined in section 2-17(h)(10) of this Code as amended, determines that an environmental lead hazard exists in any dwelling or premises (as those terms are defined in Section 216.03-7 and Section 216.03-31 of the Rules for Abatement of Environmental Lead Hazards), he or she shall issue an order in writing to the owner (as defined in Section 216.03-28 of the Rules for Abatement of Environmental Lead Hazards), describing the environmental lead hazards and establishing a time within which such hazards shall be abated.

(Code 1968, § 307.9A; Ord. No. 490-74, § 2, 8-5-74; Ord. No. 475-86, § 8,

4-7-86; Ord. No. 159-95, 1-4-95; Ord. No. 165-15/16, 3-7-2016)

Sec. 6-116. Minimum standards for safety.

No person shall occupy as owner-occupant or shall allow another to occupy any dwelling, dwelling unit, rooming house, or rooming unit which does not comply with Chapter 10 of this code, including but not limited to the following minimum standards for safety from fire.

- (a) No dwelling unit or rooming unit shall be located within a building containing any establishment handling, dispensing, storing or producing flammable liquids, toxic gas vapors or fibrous materials, such as asbestos, which may endanger the lives or safety of the occupants.
- (b) Every dwelling unit and every rooming unit shall have safe, unobstructed means of egress leading to safe and open spaces at ground level in accordance with applicable statutes, regulations and ordinances.
- (c) Every hallway, stairway, corridor, exit, fire escape door or other means of egress shall be kept clear of obstructions at all times.
- (d) Storage rooms and storage lockers shall not be used for storage of refuse, rubbish or waste.
- (e) Every dwelling, dwelling unit, rooming house and rooming unit shall comply with the applicable provisions of the most current edition of the National Fire Protection Association Life Safety Code, and with all other applicable state statutes and regulations.
- (f) When the health or building authority or his or her designee determines that a dwelling contains friable asbestos material in an amount and/or location which presents an unacceptable health hazard to the occupants and/or the general public, the owner of the dwelling, upon notification from the health or building authority or a housing safety official designated by the city manager, shall remove that material or encapsulate it. Removal or encapsulation shall be conducted in accordance with all applicable federal, state and local laws and regulations.

(Code 1968, § 307.10; Ord. No. 475-86, § 9, 4-7-86; Ord. No. 188-00, §5, 4-24-00; Ord. 298-14/15, 7-6-2015; Ord. 18-17/18, 8-21-2017)

***Editor's Note**—Pursuant to Council Order 165-10/11 passed on 4-4-11, Sections 6-116.1 thru 6-116.3 were repealed in their entirety.

Sec. 6-117. Inspections.

The health or building authority or his or her designee, upon showing, proper identification, shall have the right to enter at any and all reasonable times into or upon any dwelling or dwelling premises within the city for the purpose of inspecting the dwelling or dwelling premises in order to determine compliance with the provisions of this article and for the purpose of examining and inspecting any work performed under the provisions of this article, and it shall be a violation of this article for any person to interfere with or prevent such inspection.
(Code 1968, § 307.11; Ord. No. 475-86, § 10, 4-7-86; Ord. 298-14/15, 7-6-2015; Ord. 18-17/18, 8-21-2017)

Sec. 6-118. Notices.

When any violation is found to exist within the meaning of this article, the health or building authority or his or her designee shall give the owner, operator or occupant, or both a written order or notice which shall set forth the violation and shall contain a reasonable time limit for the correction thereof.
(Code 1968, § 307.12; Ord. 298-14/15, 7-6-2015; Ord. 18-17/18, 8-21-2017)

Sec. 6-119. Reinspections.

After the expiration of the time for correction of a violation, the health or building authority or his or her designee shall make a reinspection of the premises, and if the violation has not been corrected and no appeal is pending as hereinafter provided, such authority may make such further order as he deems advisable or he may proceed to take legal action against the person liable for such violation.
(Code 1968, § 307.13; Ord. 298-14/15, 7-6-2015; Ord. 18-17/18, 8-21-2017)

Sec. 6-120. Properties unfit for human habitation; and posted against occupancy.

Any dwelling, dwelling unit, rooming house, rooming unit, or any structure or portion thereof being used for human habitation which is in violation of the provisions of this article to the

extent that it is unfit for human habitation according to the standards contained herein or other applicable standards may be condemned for habitation and posted against occupancy by the building authority or his or her designee. Property unfit for human habitation shall include but not be limited to:

- (a) Properties which are either damaged, decayed, dilapidated, unsanitary, unsafe, or vermin-infested in such a manner as to create a serious hazard to the health, safety, and general welfare of the occupants or the public;
- (b) Properties which lack plumbing, ventilating, lighting or heating facilities or equipment adequate to protect the health, safety and general welfare of the occupants or the public;
- (c) Properties which, because of their general condition, state of the premises, number of occupants, or location, are so unsanitary, unsafe, overcrowded or otherwise dangerous or detrimental that they create a serious menace to the occupants or the public;
- (d) Properties which contain lead-based paint substances, as defined herein;
- (e) Properties in or on which the owner, operator or occupant has failed to comply with notices or orders issued under the provisions of this article; or
- (f) Properties which are disorderly houses.

NOTE: The words "enforcement authority" would be substituted for "building authority" throughout the housing code.
(Code 1968, § 307.14; Ord. No. 475-86, § 11, 4-7-86; Ord. No. 159-95, 1-4-95; Ord. No. 36-98, § 2, 4-22-98; Ord. 298-14/15, 7-6-2015; Ord. 18-17/18, 8-21-2017)

Sec. 6-121. Notice of condemnation and posting; order to vacate.

The building authority or his or her designee shall give notice in writing to the property owner or operator of such condemnation and posting, and in the event such property is occupied, he or she shall give like notice to the occupant, which shall also include a reasonable time limit within which such property shall be vacated.

(Code 1968, § 307.15; Ord. No. 475-86, § 12, 4-7-86; Ord. 298-14/15, 7-6-2015; Ord. 18-17/18, 8-21-2017)

Sec. 6-122. Property not to be occupied again for habitation.

No property which has been condemned and posted against occupancy shall again be used for the purpose of habitation until the building authority or his or her designee shall in writing approve of its use and shall likewise authorize the removal of the posted notice.

(Code 1968, § 307.16; Ord. 298-14/15, 7-6-2015; Ord. 18-17/18, 8-21-2017)

Sec. 6-123. Notices not to be removed; property not to be used or let; exception.

It shall be a violation of this article for any person to deface or remove any such posted notice without the prior approval of the building authority or his or her designee, and it shall also be a violation of this article for any person to occupy or let to another for occupancy any property which has been condemned and posted as provided above without receiving the prior approval of the building authority or his or her designee.

(Code 1968, § 307.17; Ord. 298-14/15, 7-6-2015; Ord. 18-17/18, 8-21-2017)

Sec. 6-124. Property to be secured if not improved.

If the owner or operator of any property which has been condemned as unfit for habitation does not proceed to make the necessary corrections to bring the property into compliance with the provisions of this article, such owner or operator shall proceed to make the property safe and secure so that no danger to life or property or fire hazard shall exist.

If the owner or operator fails to do so within a reasonable amount of time, the City may take all reasonable steps to make the property safe and secure and recoup the costs from the owner or operator. If the City takes steps to make the property safe and secure, the City shall also collect an administrative fee, as set forth in the schedule adopted pursuant to section 6-16.

(Code 1968, § 307.18; Ord. 18-17/18, 8-21-2017)

Sec. 6-125. Restriction on conveyance of property; exception.

It shall be a violation of this article for any person to sell, transfer, or otherwise dispose of any property against which an order has been issued by the building authority or his or her designee under the provisions of this article unless he or she shall first furnish to the grantee a true copy of any such order and shall at the same time notify the building authority or his or

her designee in writing of the intent to so transfer either by delivering the notice to the building authority or his or her designee and receiving a receipt therefor or by registered mail, return receipt requested, giving the name and address of the person to whom the transfer is proposed. In the event of a violation of this section, such person shall be subject to a penalty as provided in section 1-15, in addition to any penalty which may be imposed for failure to comply with any order of the building authority or his or her designee.

(Code 1968, § 307.19; Ord. 298-14/15, 7-6-2015; Ord. 18-17/18, 8-21-2017)

Sec. 6-126. Responsibility hereunder may not be transferred.

No contract or agreement between owner and/or operator and occupant relating to compliance with the terms of this article shall be effective in relieving any person of responsibility for compliance with the provisions of this article as set forth herein.
(Code 1968, § 307.20)

Sec. 6-127. Appeals.

An appeal from any final decision of the building authority or his or her designee, if available by statute or otherwise by law, under the provisions of this article may be taken by an aggrieved party to the superior court in accordance with Rule 80B of the Maine Rules of Civil Procedure.

(Code 1968, § 307.21; Ord. No. 475-86, § 13, 4-7-86; Ord. 298-14/15, 7-6-2015; Ord. 18-17/18, 8-21-2017)

Sec. 6-128. Personal nonliability.

No officer or employee charged with the enforcement of this article and acting for the city in the discharge of his or her duties shall render himself or herself personally liable for any damage that may occur to any person or property as a result of his or her acts in the discharge of his or her duties. Any suit brought against any officer or employee because of any act performed by him or her under the provisions of this article shall be defended by the corporation counsel until the final determination of the proceedings therein.

(Code 1968, § 307.22)

Sec. 6-129. Exception for island properties.

The building authority or his or her designee may permit the use of buildings located on the islands for dwelling purposes which

do not meet the minimum standards set forth in this article when he or she finds that it is not feasible or practicable to provide such minimum standards and the health, safety or general welfare of the occupants or the public will not be adversely affected.

(Code 1968, § 307.23; Ord. 298-14/15, 7-6-2015; Ord. 18-17/18, 8-21-2017)

Sec. 6-130. Violations.

(a) Any owner, occupant, or operator of a building, structure, or premises shall be guilty of an offense and subject to the penalties and remedies provided in section 6-1 of this Chapter and 30-A M.R.S. § 4452 if that person does any of the following:

1. Violates a provision of this Article, or any codes adopted pursuant to this Article;
2. Allows a violation to occur or remain at any building, structure, or premises that he or she owns, occupies, or controls; or
3. Fails to comply with any lawful order issued pursuant to this Article.

(b) The imposition of a penalty for a violation does not excuse that violation or allow it to continue.

(Code 1968, § 307.24; Ord. No. 133-75, 2-19-75; Ord. No. 165-10/11 4-4-11; Ord. 298-14/15, 7-6-2015; Ord. 18-17/18, 8-21-2017)

***Editor's Note:** Pursuant to Order 165-10/11, passed on 4-4-11 Section 6-131 was repealed in its entirety. It was later amended with new language by Order 18-17/18 on 8/21/2017.

Sec. 6-131. Enforcement.

In addition to the remedies otherwise provided, the following specific remedies shall also be available:

(a) Where any building, structure, or property is required to be secured by this article, the enforcement authority may secure the building and charge the owner, occupant, and/or operator a penalty of \$500, plus reimbursement of the actual costs of securing where:

1. The owner, occupant, and/or operator has been given notice of the requirement to secure and has failed to do so within a reasonable time; or

2. The building, structure, or property poses an imminent threat to the public if not secured before notice and an opportunity to correct can be given.

(b) The enforcement authority is authorized to institute, or cause to be instituted by the corporation counsel, in the name of the city any and all actions, legal or equitable, that may be appropriate or necessary for the enforcement of the provisions of this article.

(Ord. 18-17/18, 8-21-2017)

Sec. 6-132. Lodging facility.

(a) *Statement of policy.* The intent of this section is to provide tenant-at-will status to residents of lodging facilities, as defined in section 6-106, after they have resided in a unit for thirty (30) days or more. Such lodging facilities offers sleeping accommodations but few other amenities, and residents of such housing in the past have been subjected to summary eviction procedures by landlords who purposefully characterize their rentals as "lodging houses" and thereby purport to act under state law in ejecting occupants without any recourse, regardless of the length of residency.

(b) *License registration required for lodging facilities.* No person, firm, corporation or other entity shall offer or provide lodging facilities, as that term is defined in section 6-106, without having registered pursuant to Article VI.

(c) *Application to buildings or structures with three or more units.* The requirements of this section shall apply to buildings or structures containing three (3) or more lodging facility units.

(d) *Constructive "tenant at will" status after 30 day occupancy.* Any person who has occupied a lodging facility unit situated at the same building or structure for thirty (30) consecutive days and has paid rent for that thirty (30) day period will be deemed to have achieved the status of a tenant at will as of the 30th day and may not thereafter be evicted except in accordance with the requirements of Maine's Forcible Entry and Detainer Law (14 M.R.S.A. § 6001, et seq.)

(e) *Termination of owner's interest.*

- (1) Upon termination of an owner's interest in any building or structure operating as a lodging facility, whether by sale, assignment, death, appointment of a receiver or otherwise, the owner shall advise the successor in title, the City of Portland and all occupants of a lodging facility who have qualified under subsection (d) above of the status of such occupants, which shall be binding upon the successor in title as though it were the owner when the status was achieved.
- (2) Notice to the City of Portland shall be addressed to:

Housing Safety Office
Permitting and Inspections Department
Portland City Hall
389 Congress Street
Portland, ME 04101

(f) *Owner's responsibility.* The owner shall remain liable to the occupants qualified under subsection (e) above until the notice required by that section has been provided.
(Ord. No. 45-04/05, 9-8-04; Ord. No. 165-15/16, 3-7-2016; Ord. 18-17/18, 8-21-2017)

Sec. 6-133. Habitation of Recreational Shelters.

(a) For purposes of this section, "recreational shelter" means any building, structure, vehicle, trailer, or other enclosure used or intended for human habitation that does not meet the standards set forth in Articles II through IV of this Chapter, or the State of Maine Manufactured Housing Act. This includes, but is not limited to, recreational vehicles, motor homes, campers, camp or truck trailers, tents, shelters, and structures on trailers capable of being towed by a motor vehicle.

(b) A recreational shelter may not be occupied as living quarters, unless it meets all of the following requirements:

- (1) The recreational shelter is a vehicle or trailer eligible for registration under Title 29-A, Chapter 5 of the Maine Revised Statutes;
- (2) The recreational shelter is fully inspected, registered and ready for highway use, except that a moveable recreational shelter that does not move under its own power may be temporarily disconnected from the vehicle

used to haul it, only for the time period contained in subsection (b) (8) below;

- (3) The recreational shelter meets all of the applicable fire and life safety requirements;
- (4) The recreational shelter is weathertight, watertight, vermin proof, structurally sound and in good repair;
- (5) The use of the recreational shelter, and its connection to utilities, if any, complies with all other applicable sanitary, electrical, fire, and life safety requirements of this Code;
- (6) The recreational shelter is located entirely on residential property and is used solely by residents of that residential property or guests of those residents;
- (7) The recreational shelter, or space for the recreational shelter, is not rented or let;
- (8) The recreational shelter is not occupied as living quarters anywhere within the City of Portland for more than 30 days in any one-year period; and
- (9) No more than one occupied recreational shelter may be located on a single parcel or lot at a time.

Ord. No. 19-17/18, 8-21-2017)

Sec. 6-134. Reserved.
Sec. 6-135. Reserved.
Sec. 6-136. Reserved.
Sec. 6-137. Reserved.
Sec. 6-138. Reserved.
Sec. 6-139. Reserved.
Sec. 6-140. Reserved.
Sec. 6-141. Reserved.
Sec. 6-142. Reserved.
Sec. 6-143. Reserved.
Sec. 6-144. Reserved.
Sec. 6-145. Reserved.
Sec. 6-146. Reserved.
Sec. 6-147. Reserved.
Sec. 6-148. Reserved.
Sec. 6-149. Reserved.

ARTICLE VI. RESIDENTIAL RENTAL UNIT REGISTRATION REQUIREMENTS

Sec. 6-150. Purpose.

The proliferation of real estate proprietorships, partnerships, and trusts having undisclosed, anonymous or otherwise unidentifiable principals, owning large numbers of residential long term rental properties, sometimes managed through unresponsive property management companies, has impeded the proper enforcement of this chapter, chapter 12 and other ordinances of the city. Non-owner occupied short term rental units may remove housing units from the long term rental market and may contribute to the increase in the cost of rental housing in the City.

This article is intended to require the disclosure of the ownership of such property, and to regulate the renting of property within the City, and to make owners and persons responsible for the maintenance of property more accessible and accountable with respect to the premises, to ensure that housing units remain available for rent to those who reside or seek to reside within the City, to ensure that residential areas are not unduly impacted by the operation of short term rentals, and to ensure that owners and tenants comply with chapters 6 and 10 of the City Code.

(Ord. No. 443-89, 6-7-89; Ord. No. 53-89, 7-17-89; Ord. 298-14/15, 7-6-2015; Ord. 179-16/17, 3-27-2017; Order 99-18/19, 11-19-2018)

Sec. 6-150.1. Definitions.

The definitions in 6-106 apply to this Article. The following words and phrases, when used in this article, shall have the meanings respectively ascribed to them:

Island Short Term Rental shall mean a short term rental located on one of the following islands in the City of Portland: Peaks Island, Great Diamond Island, Cushing Island, Little Diamond Island, House Island, and/or Cliff Island.

Long Term Rental shall mean the letting of a rental unit in whole or in part for thirty (30) days or more.

Mainland Short Term Rental shall mean a short term rental located within the limits of the City of Portland, but not on Peaks Island, Long Island, Great Diamond Island, Cushing Island, Little Diamond Island, House Island and/or Cliff Island.

Multi-Unit shall mean a single, detached building in common ownership interest containing more than one (1) residential or commercial unit, as determined by the Director of the Permitting

and Inspections Department.

Owner-Occupied shall mean a rental unit owned and occupied by the registrant as his or her primary residence. Accessory dwelling units as defined in Chapter 14 of this Code, are not considered owner-occupied units for purposes of short term rental registration and regulation.

Owner shall mean each individual person or entity including, without limitation, all partners, officers, or trustees of any real estate trust; all members or managers of a limited liability company; and all officers and directors of a corporation; that is the record owner of a building or property.

Primary Residence shall mean the dwelling in which a person resides as his or her legal residence for more than one half of a year and registers as his or her address for tax and government identification purposes.

Registrant shall mean the owner of a rental unit, or a tenant, with permission from the owner, seeking to register a rental unit.

Rental unit is a portion of any residential structure that is rented or available for rent to any individual or individuals for any length of time. Any portion of a Single-Family Home, Condominium, or Apartment that is rented or available to be rented to an individual or individuals who are not the owner or owners shall be considered a *rental unit*. *Dwelling units* and *rooming units* as defined in §6-106 are, without limitation, *rental units*. A Single-Family Home, Condominium, or Apartment that is occupied by the owner or owners, and of which no portion is rented or available for rent, is not a *rental unit*.

Short Term Rental is the letting of a rental unit, in whole or in part, for less than thirty (30) days.

Single Family Home shall mean a detached residential dwelling or a single condominium unit containing one dwelling unit.

Tenant-Occupied shall mean a rental unit in which the registrant is not the record owner of the rental unit, but lawfully occupies the rental unit as his or her primary residence.
(Ord. 179-16/17, 3-27-2017; Order 99-18/19, 11-19-2018)

Sec. 6-151. Registration required.

(a) *Registration of Ownership.*

1. Rental units must be registered in accordance with this article by January 1st of each year; Rental units entering the rental housing market must be registered within fourteen days. Registration must be renewed annually, on or before January 1st, including updating all changes in previously submitted registration information.
2. If a rental unit is rented as both a short term and long term rental, it must be separately registered for each type of rental.
3. Each owner, manager, and person/entity otherwise responsible for the rental unit, such as a property manager, shall be obligated under this article. Any new owner, manager, or responsible person/entity must apply to register within thirty (30) days of purchase of the rental unit or transfer of management or responsibility. New owners or tenants applying to register an existing short term rental unit are considered new applicants and shall be subject to all limitations and regulations in effect at the time of the application.
4. A rental unit shall not be considered registered until all information and fees are provided to the satisfaction of the City's Permitting and Inspections Department or its designee.
5. As a condition of registration, all owners must allow onsite inspections of their property including, without limitation, all rental units.

(b) *Information/Documentation Required.* Registration must be completed on forms supplied by the City's Permitting and Inspections Department or their designee and must provide, at a minimum, the following information:

1. The street address of the building;
2. The unit number of the rental unit;
3. The tax assessor's chart, block and lot of the property on which the building is located;

4. The owner of the property, including the owners' name, address, telephone number, and email address. If the owner is anything other than a natural person, the following information must also be included:
 - a. The name of each individual person that has an ownership interest in any entity that is the record owner. This includes, without limitation, all partners, officers, or trustees of any real estate trusts; any members or managers of a limited liability company; and all officers and directors of a corporation; and
 - b. The residential street address, e-mail address and home phone number of at least one (1) such individual person;
5. The manager of the property or the person or persons responsible for its regular maintenance or repair, as well as a name, address, telephone number, and email address for that person or entity; and
6. The person designated as the agent of the owner or owners for the service of notices and civil process by the city, as well as their name, address, telephone number, and e-mail address. Service of notice and process upon the person so designated shall be deemed conclusive service upon the owner or owners.

(c) *Additional Information Required for Short Term Rentals.* A short term rental shall not be considered registered unless and until the registrant has submitted a complete application together with all information required by this article, paid the fee required by Sec. 6-152, and a registration number has been issued.

In addition to the information required in Section 6-151(b), a Short Term Rental registrant must provide at a minimum the following information and any other information requested by the City's Permitting and Inspections Department or their designee:

1. A short term rental application;
2. Whether the rental unit is owner-occupied, tenant-occupied, or non-owner occupied;
 - a. For Short Term Rental units that are owner-occupied, the owner must provide a notarized

primary residence affidavit, on forms provided by the City. The owner must also produce for review one of the following demonstrating residency at the owner-occupied unit:

- i. Valid driver's license or other state-issued identification;
 - II. Valid motor vehicle registration;
 - iii. Proof of homestead exemption; or
 - iv. Other documentation proving primary residence to the satisfaction of the City's Permitting and Inspections Department.
- b. For Short Term Rental units that are tenant-occupied, the tenant must provide a notarized primary residence affidavit, and a notarized statement of permission by his/her landlord, both on forms supplied by the City. The tenant must also produce for review one of the following demonstrating residency at the tenant-occupied unit:
 - i. Valid driver's license or other state-issued identification;
 - ii. Valid motor vehicle registration; or
 - iii. Other documentation proving primary residence to the satisfaction of the City's Permitting and Inspections Department.
3. The address and tax assessor's chart, block, and lot number of all other short term rentals in the City in which the registrant has an ownership interest;
4. For short term rental units that are within a condominium or homeowner's association, an attestation that use of the unit as a short term rental is allowed under the relevant documents; and
5. If the application is for renewal, the number of nights the unit was rented on a short-term basis and the number of nights the unit was rented on a long-term basis in the previous reporting year. For purposes of reporting this

information, November 1 through October 31 is the reporting period for a renewal of January 1.

(d) Display of Short Term Rental Registration Number Required.

Once registration is approved by the City, each short term rental shall be given a registration number, which must be displayed in the rental unit and in any and all advertisements for the rental unit.

(e) Upon request by the City, at any time, all registrants and/or agents of short term rental units must provide the City with their registration information, rental history, and upcoming reservation information. Failure of short term rental unit owners, tenants, and/or their representatives to adequately respond to inquiries by the City within a forty-eight (48) hour period shall be considered a violation under this ordinance.

(f) Additional Information Required for Covered Units. A Covered Unit, as defined by Section 6-232 of this Chapter, shall not be considered registered unless and until the registrant has submitted the following additional information:

1. The current rent charged at the time of registration;
2. The increase in rent (if any) when compared to the previous registration;
3. Whether the increase (if any) is attributable to: (1) the Allowable Increase Percentage and Tax Rate Rent Adjustment, as defined in Section 6-232; or (2) also includes Banked Rent, as defined in Section 6-232;
4. The amount of Banked Rent, if any, accumulated since the previous registration;
5. The amount of security deposits or other payments demanded in addition to rent for each Covered Unit; and
6. The number of bedrooms, number of bathrooms, and the presence or absence of a kitchen from each Covered Unit.

(g) Registration data made available. The City's Permitting and Inspections Department or its designee is required to make anonymized data from the registration of Covered Units available to the Rent Board at the Board's request. Such data shall not

include the names, or street and unit numbers of any reported units.

(Ord. No. 443-89, 6-7-89; Ord. No. 53-89, 7-17-89; Ord. No. 246-97, 4-9-97; Ord. 298-14/15, 7-6-2015; Ord. 69-15/16, 10/5/2015; Ord. 179-16/17, 3-27-2017; Order 99-18/19, 11-19-2018; By Referendum, 11-3-2020; By Referendum, 11-8-2022)

Sec. 6-152. Registration Fees.

(a) *Annual Registration Fee.* Upon initial registration and by January 1st of each year, registrants shall pay the City a registration fee for each rental unit, in the amounts set forth below. A rental unit shall not be considered registered unless and until this fee is paid in full.

(b) *Long Term Rental Registration Fee.* The registrant of a long term rental shall pay fifty dollars (\$50.00) to the City by January 1st of each year. Regardless of any discount a Landlord may be entitled to under subsection (d) below, thirty dollars (\$30) from each registration fee shall be appropriated to Housing Safety Office to cover the administrative expenses of the Rent Board, including the hiring of additional administrative staff if necessary.

(c) *Short Term Rental Registration Fee Structure.* The registrant of a short term rental shall pay the fee specified in the chart below. All fees will be cumulative and will increase based on the number of total units registered by the owner. The fee total will accumulate first by counting any owner occupied, tenant occupied, and/or island rentals first, and then fees will be attributed at the higher rate for any non-owner occupied mainland units.

Owners and tenants may register more than one owner occupied or tenant occupied unit (bedrooms, separate spaces, etc.) within their primary residence.

Owner Occupied Units, Tenant Occupied Units, Island Short Term Rentals	1 st Unit - \$100 2 nd Unit - \$250 3 rd Unit - \$500 4 th Unit - \$1,000 5 th Unit - \$2,000
Non-Owner Occupied Mainland Units	1 st Unit - \$200 2 nd Unit - \$500 3 rd Unit - \$1,000 4 th Unit - \$2,000 5 th Unit - \$4,000

(d) *Registration and Renewal Fee Discounts.* The following discounts shall apply to the registration and renewal fees:

1. \$10 discount for each rental unit within a fully-sprinkled building as verified by a testing report, maintenance report or a maintenance contract, which shall be provided at the time of registration and upon each registration renewal;
2. \$7.50 discount for each rental unit within a building with a centrally-monitored fire alarm as verified by Fire Department logs or an alarm contract, which shall be provided at the time of registration and upon each registration renewal;
3. \$5.00 for a rental unit that has been subject to and has passed a Housing and Urban Development Housing Quality Standard (HQS) inspection within the preceding year as verified by the HQS inspection report, which shall be provided at the time of registration and upon each registration renewal;
4. \$10.00 for a rental unit that has been subject to and has passed a Housing and Urban Development Uniform Physical Condition Standard (UPCS) inspection within the preceding year as verified by the UPCS inspection

report, which shall be provided at the time of registration and upon each registration renewal;

5. \$2.50 for a rental unit that is subject to a signed lease which prohibits smoking by tenants as verified by a copy of the current lease, which shall be provided at the time of registration and upon each registration renewal. The existence of and enforcement of this provision may be verified through an inspections of each rental unit.

The total amount of discounts from the annual registration or renewal fee as described above shall not exceed \$20.00 per unit.

(e) Registrations that are not received by January 15, or within 14 days after entering the rental housing market, whichever is later, shall be subject to a late fee of \$50 per unit, and registrations that are not received by February 15, or within 45 days after entering the rental housing market, whichever is later, shall be subject to a late fee of \$200 per unit. Registrations shall not be renewed unless and until the registrant pays any applicable late fee. Incomplete or inaccurate registrations may be rejected and subject to all applicable late fees upon resubmission. The Permitting and Inspections Director may waive a late fee upon a showing of both hardship and good cause as to why the renewal was not timely.

(Ord. No. 443-89, 6-7-89; Ord. No. 53-89, 7-17-89; Ord. 298-14/15, 7-6-2015; Ord. 179-16/17, 3-27-2017; Order 99-18/19, 11-19-2018; Ord. No. 244-18/19, 5-30-2019; By Referendum, 11-3-2020; By Referendum, 11-8-2022)

Sec. 6-153. Limitations on Short Term Rental Units.

(a) *Occupancy Limit.* Overnight short term rental guest occupancy in each rental unit will be limited to two (2) guests per bedroom plus no more than two (2) additional guests.

(b) *Limitation on Total Number of Short Term Rentals.* No more than 400 non-owner occupied mainland short term rental units shall be registered in any one calendar year.

A mainland short term rental unit in an owner-occupied multi-unit, where the unit is not the primary residence of the owner,

shall be counted as a non-owner occupied unit.

(c) *Limitations on number of Short Term Rentals an Individual or Entity May Register.* An individual or entity may only register up to five (5) short term rental unit in the City, including owner occupied, non-owner occupied, and island short term rental units, in any one (1) calendar year. For purposes of this section, short term rental units registered by an entity in which the registrant has an ownership interest shall be counted towards this limit.

(d) No individual or entity may register a short term rental in any single family home unless it is owner-occupied; tenant-occupied with permission of the owner; or located on an Island.

(e) The number of short term rental units that may be operated in a multi-unit building are as follows:

Total # of Units in a Building	# of Short Term Rental Units Allowed in a Building	
	Owner Occupied	Non-Owner Occupied
2	1	1
3	2	2
4	3	2
5	4	2
6-9	5	4
10+	5	5

1. Tenant-occupied units, where the tenant is the registrant, shall be counted towards these limits.
2. Owner-occupied units shall be counted towards these limits.

(f) Notwithstanding the requirements of subsections (c) and (e), owners may register up to five (5) owner-occupied units (bedrooms, separate spaces, etc.) within their primary residence. (Ord. No. 443-89, 6-7-89; Ord. No. 53-89, 7-17-89; Ord. 298-14/15, 7-6-2015; Ord. 179-16/17, 3-27-2017; Order 99-18/19, 11-19-2018)

Sec. 6-154. Allocation of Short Term Rentals.

(a) Non-owner occupied mainland short term rental units, which are limited by section 6-153(b), shall be allocated on a first come, first registered basis. Once the total number of units identified in section 6-153(b) has been reached, a waitlist will be formed to help gauge market demand.

(b) Notwithstanding the limitations in section 6-153, current registrations of short term rentals may be renewed each year upon application and payment of the registration fee, so long as the renewal is complete by January 1 of that year.

1. Failure to renew by January 1 shall result in the forfeiture of the right to renew the registration, and any subsequent application shall be treated as a new application for registration.
2. The renewal date for 2019 only shall be February 1, 2019.

(c) No registration under this Article shall be transferrable or assignable.

(Ord. 179-16/17, 3-27-2017; Order 99-18/19, 11-19-2018)

Sec. 6-155. Violations.

Specific violations of this article, subject to the provisions of section 6-1, include, but are not limited to:

(a) Any person, business entity, or other organization failing to timely register a rental unit, including providing all required information and paying the required registration fee;

(b) Any person, business entity, or other organization failing to timely file any required update to the registration;

(c) Any person, business entity, or other organization failing to acquire and/or display the required short term rental registration number;

(d) Any person, business entity, or other organization providing false information with respect to registration. Notwithstanding the provisions of § 6-1, the penalty for such violation shall be \$1,000.00;

(e) Any person, business entity, or other organization renting any rental unit that is not registered under this article, or to permitting the occupancy of such premises without registration;

(f) Failure of short term rental unit owners, tenants, and/or their representatives to adequately respond to inquiries by the City pursuant to 6-152(e) within a forty-eight (48) hour period;
(Ord. 179-16/17, 3-27-2017; Order 99-18/19, 11-19-2018)

Sec. 6-156. Enforcement.

(a) The building authority as defined in section 6-1 or his or her designee is authorized to institute or cause to be instituted by and through the office of the corporation counsel, in the name of the city, any and all actions, legal or equitable, that may be appropriate or necessary for the enforcement of the provisions of this article.

(b) No certificate of occupancy shall be issued for property that is subject to the registration requirements of this article, but is not registered in accordance with this article.

(c) Any short term rental at a property that is designated by the City as a disorderly house and fails to remedy the disorderly house as required by section 6-202, shall, at the discretion of the City Manager or his or her designee, have its registration revoked and be ineligible for registration for a period of twelve (12) months. Any registration after revocation shall be considered a new registration and not a renewal. Upon the second designation of the short term rental property as a disorderly house, the City shall, at the discretion of the City Manager or his or her designee, prohibit the registered owner from operating the property as a short term rental or post the property against occupancy pursuant to section 6-201.

(d) Fines may be attributed to Property Management firms found operating short term rental units in violation of this article. These fines may be in addition to fines levied against owners of property.

(e) Violations of the provisions of this article shall be grounds to deny an application or renewal application for a short term rental registration.

(Ord. 179-16/17, 3-27-2017; Ord. No. 29-17/18, 9-18-2017; Order 99-18/19, 11-19-2018)

Sec. 6-157. Revenue Allocation.

Notwithstanding section 6-1(b), all revenue generated from short term rental registration fees and penalties shall be used to first fund short term rental related administrative costs. Any remaining revenue shall be deposited in the Housing Trust Fund, as defined in Section 14-489.

(Ord. 179-16/17, 3-27-2017)

Sec. 6-158. Reserved.

Sec. 6-159. Reserved.
Sec. 6-160. Reserved.
Sec. 6-161. Reserved.
Sec. 6-162. Reserved.
Sec. 6-163. Reserved.
Sec. 6-164. Reserved.

ARTICLE VII. GREEN BUILDING CODE

***Editor's Note:** Article VII (Green Building Code) was adopted in its entirety by Council Order 187-08/09 and passed on 4-6-09)

Sec. 6-165. Purpose.

The purpose of this article is to establish the energy performance and roofing requirements for constructing and renovating city buildings and certain publicly-funded building projects with the goal of planning, designing, constructing, and managing to maximize energy performance, minimize adverse environmental impacts, provide healthy work places, conserve natural resources, and promote sustainable development in Portland.

(Ord. No. 187-08/09, 4-6-09; Ord. No. 103-11/12, 2-6-12; By Referendum, 11-3-2020)

Sec. 6-166. Definitions.

The following words and phrases shall be defined as set forth below for use in this article.

American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) Standards: ASHRAE is a building technology society which publishes a recognized series of standards and guidelines relating to HVAC systems and performance. The Maine Uniform Building and Energy Code currently references ASHRAE Standard 90.1 which is an energy standard for buildings except low-rise residential buildings.

Conditioned Space: Any area within a building that is artificially heated or cooled by fixed equipment.

Funded in whole or in part: (a) Receipt of tax increment financing in an amount greater than fifty thousand dollars (\$50,000); or (b) receipt of grants by the City, HOME loans, Community Development Block Grant loans or Neighborhood Stabilization Program loans, the sum of which is greater than

fifty thousand dollars (\$50,000); or receipt of other funds, gifts, resources, property, or other thing or things of value from or by the city of Portland, to promote, allow for, contribute to, or otherwise facilitate the new construction or renovation project, the aggregate dollar value of which, net remuneration to the city of Portland, is greater than fifty thousand dollars (\$50,000).

Hardship: Some verifiable level of difficulty or adversity arising from factors identified in Sec. 6-170, by which the applicant cannot reasonably comply with the requirements of this ordinance.

Infeasible: The existence of verifiable obstacles arising from the factors identified in Sec. 6-170, which render the applicant incapable of complying with the requirements of this ordinance.

Leadership in Energy and Environmental Design (LEED) Standards: A third-party rating system developed by the United States Green Building Council (USGBC) where credits are earned for satisfying specified green building criteria.

Living roof: The media for growing plants, as well as the set of related components installed exterior to a facility's roofing membrane for the purpose of increasing renewable energy resources, aiding stormwater management, and promoting biodiversity. Living roofs may include roof gardens, green roofs, landscaped roofs, and other rooftop areas designed to achieve such purposes.

Qualified professional: A person (a) engaged or employed in fields of architecture, building design, construction, energy efficiency, engineering, or related specialty or consultancy; and (b) holding relevant professional licensure or "green building" professional certification, including but not limited to Professional Engineer licensure, LEED Accredited Professional (AP), Well AP, Certified Passive House Consultant (CPHC) or Certified Passive House Designer (CPHD), Green Globes Professional, or similar credential.

Renovation:

- (a) At the time of the application, the total construction cost is greater than or equal to the market value of

- the property as determined by the city's tax assessor;
or
- (b) A conversion from non-conditioned to conditioned space;
or
 - (c) An addition of building gross square footage greater than or equal to the gross square footage of the existing building; or
 - (d) Any change to the use category of a structure or property, as defined in chapter 14 of this code.

Solar zone: An allocated space on a new construction or renovation project that is unshaded and free of obstructions, serving as a suitable place where solar panels can be installed at a future date. The solar zone can be located at any of the following locations:

- (a) Roof of the building; or
- (b) Overhang of the building; or
- (c) Roof of another structure located within 250 feet of the primary building; or
- (d) Overhang of another structure within 250 feet of the primary building; or
- (e) Covered parking installed with the building project; or
- (f) Other structures including, but not limited to, trellises, arbors, patio covers, carports, gazebos, and similar accessory structures.

(Ord. No. 187-08/09, 4-6-09; Ord. No. 103-11/12, 2-6-12; Ord. No. 82-13/14, 11-4-13; By Referendum, 11-3-2020)

Sec. 6-167. Standards for new buildings and renovation projects.

All new construction and renovation projects to be owned or occupied by the city of Portland, or to be funded in whole or in part by the City of Portland, that are of 2,000 square feet in floor area or greater shall be certified at or above the most recently published and applicable LEED Silver Standard using appropriate LEED Rating System, and shall be certified by a licensed engineer or qualified professional as compliant with the Better Roof Requirements contained in Section 6-175 below.

All new construction and renovation projects to be owned or occupied by the city of Portland, or to be funded in whole or in part by the City of Portland, that are of 5,000 square feet in floor area or greater shall demonstrate, under any third-party certification and quality assurance system (e.g. LEED, Passive House, Living Building, or Green Globes) or energy model signed by a licensed engineer or qualified professional, a certain percentage improvement in the proposed energy performance of the building compared to the minimum baseline performance rating per ASHRAE Standard 90.1, being particularly the most recently published version thereof and the whole thereof, or equivalent standard if the ASHRAE Standard 90.1 is not applicable to the project. Such percentage improvement shall be or exceed thirty percent (30%) for new construction, twenty-five percent (25%) for existing buildings, and twenty percent (20%) for historic buildings. All such new construction and renovation projects to be owned or occupied by the city of Portland, or to be funded in whole or in part by the City of Portland, that are of 5,000 square feet in floor area or greater shall be certified by a licensed engineer or qualified professional as compliant with the Better Roof Requirements contained in Section 6-175 below.

Copies of the most recently published LEED Rating Systems and ASHRAE Standard 90.1 shall be maintained by and kept on file with the City Clerk.

(Ord. No. 187-08/09, 4-6-09; Ord. No. 103-11/12, 2-6-12; Ord. No. 82-13/14, 11-4-13; By Referendum, 11-3-2020)

Sec. 6-168. Submissions.

Upon submission of an application for a building permit for new construction or renovation projects that are required to meet the standards set forth in section 6-167, the applicant shall also submit the following, as applicable:

(a) One of the following:

1. A LEED checklist, and a LEED application number (or other proof of LEED applications status); or
2. A third-party certification system document of verification from a qualified professional ; or
3. A preliminary energy model, along with a statement of certification from a licensed engineer or qualified professional that the project meets the

standard(s); and

(b) A written explanation of how the building will obtain the applicable standards using design plans to demonstrate compliance where applicable (example: LEED submittal templates or Passive House Pre-Certification report); and

(c) Plans and documentation prepared by a qualified professional demonstrating compliance with the Better Roof Requirements contained in Section 6-175 below, including:

1. Documentation of the as-designed structural loads and plans for interconnecting a photovoltaic (PV) system to the electrical system of the building; or
2. Documentation of the as-designed structural loads and layout plans for the Living Roof system of the building.

(Ord. No. 187-08/09, 4-6-09; Ord. No. 103-11/12, 2-6-12; Ord. No. 82-13/14, 11-4-13; By Referendum, 11-3-2020)

Sec. 6-169. Certificate of Occupancy.

A copy of the final submission of LEED documentation to the USGBC or final LEED certification decision, or a statement of final certification from a licensed engineer or qualified professional indicating that the project meets the standards along with any amendment to the preliminary energy model shall be submitted to the city's department of planning and urban development prior to the issuance of a certificate of occupancy for new construction or renovation projects that are required to meet the standards set forth in section 6-167. A temporary certificate of occupancy may be issued by the city if necessary prior to the submission of final LEED documentation to the USGBC. Equivalent documentation from a licensed engineer or qualified professional is required if compliance is met with other third-party certification and quality assurance systems. (Ord. No. 187-08/09, 4-6-09; Ord. No. 103-11/12, 2-6-12; Ord. No. 82-13/14, 11-4-13; By Referendum, 11-3-2020)

Sec. 6-170. Partial exemption and exceptions.

(a) If it is a hardship or infeasible for an applicant to meet the standards set forth in section 6-167, the applicant may request a partial exemption from regulation. The burden is on the applicant to show hardship or infeasibility. Factors to consider in determining whether hardship or infeasibility exists shall be

1. A conflict of green building requirements with other government requirements and building standards; or
2. Required alterations to an historic building that would compromise its historic character as determined by the Historic Preservation Board; or
3. Specific circumstances that would defeat the purpose of the standards.

(b) Any request for a partial exemption must be made at the time of application as specified in section 6-168 and approved by the director of planning and urban development. 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:

1. In the case of a LEED standard requirement, the applicant will list the number of credits reasonably achievable and verified by each applicable licensed professional or qualified professional.
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.
3. In the case of other third-party "green building" certification and quality assurance systems (example: Passive House), the applicant will submit project performance documentation meeting or exceeding the standards of the certification system prepared by a qualified professional.

If the partial exemption is granted, the applicant shall be required to comply with this ordinance in all other respects. A copy of the final submission of LEED documentation to the USGBC or a statement of final certification from each applicable licensed professionals or licensed engineer indicating that the project meets the level of standard presented at the time of application along with any amendment shall be submitted to the city's department of planning and urban development prior to the issuance of a certificate of occupancy.

(c) Any request for an exception to the LEED Certification requirement must be made at the time of application as specified in section 6-168 and approved by the director of planning and 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 EnerPHIT Certification by International Passive House Institute (PHI) or PHIUS+ Certification by the Passive House Institute US (PHIUS); or
3. 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.

(d) Any request for an exception to the Better Roof Requirement under Section 6-175 below must be made at the time of application as specified in section 6-168 and approved by the director of planning and urban development. An exception to the Better Roof Requirement may be granted provided that an applicant submits certification or documentation signed by a qualified professional demonstrating all possible effort to comply with the Better Roof Requirements contained in Section 6-175, and the applicability of at least one of the following specific reasons for an exception:

1. A new construction or renovation project other than single-family residential buildings may be granted an exception to the Better Roof Requirement if a solar PV system with a power rating of no less than 1 watt per square foot of roof area is permanently installed at the time of construction.
2. A single-family residential building may be granted an exception to the Better Roof Requirement if a solar PV system rated at 1000 watts or greater is permanently installed at the time of construction.
3. A new construction or renovation project may be granted an exception to the Better Roof Requirement if the roof is designed as a helicopter landing zone.
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.
5. A new construction or renovation project may be granted an exception to the Better Roof Requirement reducing the required total area of solar zone by up to 50 percent if the roof is shaded by objects that are not part of the building and are permanent. These objects shall only be adjacent buildings or trees evaluated as healthy by an arborist and documentation must be submitted by a qualified professional.

6. If the building has a gross floor area of 2,000 square feet or more, and has 10 or fewer occupied floors, a new construction or renovation project may be granted an exception to the Better Roof Requirement to substitute some or all of the required total area of solar zone with area of living roof, such that each square foot of living roof shall count as 0.5 square foot towards the required total area of solar zone, provided that applicants submit such a living roof design for review and approval upon submission of an application for a building permit.

Any applicant granted an exception to the Better Roof 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 each applicable qualified professional, including any amendment made thereto, and a statement of final certification signed by each applicable qualified professional shall be submitted to the city's department of planning and urban development prior to the issuance of a certificate of occupancy.

(e) The director of planning and urban development shall annually, on or before July 1, submit a report to the City Council, containing at a minimum a list of each applicant and project granted a partial exemption or exception under this section during the previous twelve months, and for each partial exemption or exception granted the reason(s) why it was so was granted.

(Ord. No. 187-08/09, 4-6-09; Ord. No. 103-11/12, 2-6-12; Ord. No. 82-13/14, 11-4-13; By Referendum, 11-3-2020)

Sec. 6-171. Appeals.

Any applicant aggrieved by the decision of the director of planning and urban development may appeal that decision to the zoning board of appeals (Article VI. Board of Appeals, Sec. 14-541 - 14-553).

(Ord. No. 187-08/09, 4-6-09; Ord. No. 103-11/12, 2-6-12; Ord. No. 82-13/14, 11-4-13)

Sec. 6-172. Applicability.

This ordinance shall apply to new construction and renovation projects to be owned, occupied, or funded in whole or in part by the city of Portland for which site plan applications, building permit applications (not associated with an approved site plan), or

funding assistance requests are submitted on or after the effective date of this ordinance. Any new construction or renovation that received an exemption under a previous version of this ordinance shall be considered to have a partial waiver under this ordinance, provided that the Director of Planning & Urban Development determines that the scope of the new construction or renovation has not changed the originally approved construction to an extent that would require review under this version of the ordinance. Any new construction or renovation project to which this ordinance is not applicable but which voluntarily meets any of the standards set forth in Section 6-167 or equivalent shall receive expedited review and permitting status.

(Ord. No. 187-08/09, 4-6-09; Ord. No. 82-13/14, 11-4-13)

Sec. 6-173. Conditional Expansion of Applicability

Under the following limited circumstances, Sec. 6-167 and Sec. 6-168 shall apply to all new construction and renovation projects in the City of Portland, regardless of ownership, occupation, or sources of funding:

(a) The Maine Uniform Building and Energy Code, 10 M.R.S. § 9721 et seq., is repealed or amended such that a municipality may, through its municipal home rule authority, enact or enforce codes or standards separate from or exceeding those adopted by the Technical Building Codes and Standards Board pursuant to the Maine Uniform Building and Energy Code; or

(b) The rules, codes, and standards adopted by the Technical Building Codes and Standards Board pursuant the Maine Uniform Building and Energy Code, 10 M.R.S. § 9721 et seq., as the Maine Uniform Building and Energy Code, 16-642 C.M.R. ch. 1-6, are repealed or amended such that a municipality may, through its municipal home rule authority, enact or enforce codes or standards separate from or exceeding such rules, codes, or standards; or

(c) This ordinance, or substantially similar rules, codes, or standards are approved by the Technical Building Codes and Standards Board as amendments to the Maine Uniform Building and Energy Code, 16-642 C.M.R. ch. 1-6, or as amendments to the appendix to the Maine Uniform Building and Energy Code containing optional energy conservation and efficiency requirements, after submission of such proposed amendments under Sec. 174 below; or

(d) The application of this ordinance to all new construction and renovation projects in the city of Portland, through the city's home rule authority is otherwise not prohibited or subject to preemption under state law.
(By Referendum, 11-3-2020)

Sec. 6-174. Submission of Amendments to the MUBEC.

The Sustainability Office, Permitting and Inspections Department, or other appropriate Office or Department of the city of Portland, on behalf of the city of Portland and to address the health, safety, and welfare needs of the inhabitants of the city of Portland, until such amendments are approved and adopted must annually by May 30 submit proposed amendments to the Maine Uniform Building and Energy Code, or to the appendix to the Maine Uniform Building and Energy Code containing optional energy conservation and efficiency requirements, as provided for under 16-642 C.M.R. ch. 1, § 13, and the amendment process created pursuant to that section, that would apply, or allow to be applied, the standards and requirements of this ordinance, or substantially similar rules, codes, or standards, to all new construction and renovation projects in the city of Portland.
(By Referendum, 11-3-2020)

Sec. 6-175. Better Roof Requirements.

Except as provided under Sec. 6-170 above, to be certified by a qualified professional as compliant with the Better Roof Requirements of this section, a new construction or renovation project must demonstrate all of the following:

(a) The project contains a total area of solar zone that is no less than 15 percent of the total roof area after subtracting any area of the roof that is covered by a skylight; and

(b) The total area of solar zone shall be free from any shading or obstruction such as vents, chimneys, architectural features, or roof-mounted equipment, not including any obstructions located north of all points of the solar zone; and

(c) If the solar zone is located on a roof that has ratio of rise to run of greater than 2:12, then the roof must be oriented between 110 degrees and 270 degrees of true north (not magnetic north), in order to ensure a reasonable solar exposure if a solar energy system is installed in the future; and

(d) The main electrical service shall be provided such that capacity is adequate for future solar electric and such reserved space shall be permanently marked in main electrical service panel "For Future Solar Electric".

The total area of the solar zone may be composed of multiple subareas. No dimension of a subarea can be less than 5 feet. If the total roof area is equal to or less than 10,000 square feet, each subarea must be at least 80 square feet. If the total roof area is greater than 10,000 square feet, each subarea must be at least 160 square feet. The solar zone design must comply with other applicable codes and regulations.

(By Referendum, 11-3-2020)

Sec. 6-176. Reporting on Fossil Fuel Infrastructure.

The policy of the city of Portland shall be to endeavor by all reasonable and permissible means to reduce reliance upon fossil fuels, and to reduce and discourage the use of natural gas, heating oil, or other fossil fuel based infrastructure both in new construction and renovation projects, and in existing buildings, including but not limited to such projects and buildings to be owned, occupied, or funded in whole or in part by the city of Portland. In furtherance of this policy, the city manager, or their designee, shall annually, on or before July 1st, publish and present to the city council a report concerning benefits of such policy, and such annual report will, at a minimum, include:

(a) The total number of new buildings built in Portland without fossil fuel-based infrastructure;

(b) A survey of the green building technologies that have been implemented as alternatives to oil or natural gas power, such as solar roofs, green roofs, or sustainable building design and construction consistent with certifications and guidelines such as LEED, PassiveHouse, Living Building or others;

(c) Assessment of the benefits to the City of Portland of the adoption of this policy, including the impact on carbon emissions and increased energy efficiency of public buildings;

(d) A survey of legislation enacted at the municipal and state level to develop a coordinated regional plan to stop the use of fossil fuels to power buildings;

(e) Proposals for any changes to the city code that might

further achieve reduction in use of fossil fuels or fossil fuel-based infrastructure in the city of Portland.
(By Referendum, 11-3-2020)

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Sec. 6-177. Severability.

If any provision of this Article shall be held to be invalid by a court of competent jurisdiction, then such provision shall be considered separately and apart from the remaining provisions, which shall remain in full force and effect.
(By Referendum, 11-3-2020)

Sec. 6-178. Reserved.
Sec. 6-179. Reserved.
Sec. 6-180. Reserved.
Sec. 6-181. Reserved.
Sec. 6-182. Reserved.
Sec. 6-183. Reserved.
Sec. 6-184. Reserved.

ARTICLE VII-A. BIRD FRIENDLY BUILDING AND DESIGN REQUIREMENTS

Sec. 6-185. Purpose.

The purpose of the Bird Friendly Building and Design Requirements contained in this Article is to reduce bird mortality from windows or other specific building features known to increase the risk of bird collisions.

Sec. 6-186. Definitions.

The following words and phrases shall be defined as set forth below for use in this article.

Bird Friendly Material shall mean a material or assembly that has, or has been treated to have, a maximum threat factor of 30 in accordance with:

- (a) The American Bird Conservancy Bird Collision Deterrence Material Threat Factor Reference Standard; or
- (b) The American Bird Conservancy Bird-friendly Materials Evaluation Program at Carnegie Museum's Avian Research Center test protocol; or
- (c) With a relevant American Society for Testing and Materials (ASTM) standard.

Threat Factor shall mean a measure of a bird's ability to see and avoid a building material. Threat Factor (TF) is determined by a number ranging between 1 and 100 that indicates the relative effectiveness of materials or assemblies typically used in reducing bird collisions. A TF of 1 represents least threatening and a TF of 100 represents most threatening.

Sec. 6-187. Applicability.

The bird friendly requirements set forth in this article shall apply to the following types of projects:

- (a) New construction or additions greater than 10,000 SF in floor area; and
- (b) Alterations to buildings greater than 10,000 SF in floor area in which at least 50% of the building's exterior glazing is being replaced within a period of three-years.

Sec. 6-188. Exemptions.

The bird friendly requirements shall not apply to the following:

- (a) Residential buildings. However, the requirements shall apply to hotel and motel projects.
- (b) Operable sash windows such as single-hung, double-hung, casement, awning, sliders, and tilt turns.
- (c) Locally Designated Historic Landmarks and designated contributing buildings in historic districts. However, the requirements shall apply to additions in accordance with Sec. 6-187(a), to locally designated historic landmarks and designated contributing buildings in historic districts.
- (d) Glazing on the ground floor for retail storefronts or food and beverage uses including bars and restaurants.

Sec. 6-189. Bird Friendly Requirements.

(a) *Building facades up to 75 feet above grade.* Building facades, and any associated openings, shall be constructed with bird friendly materials up to 75 feet above grade. Other materials may be used to the extent that they do not exceed an aggregate of 10 square feet within any 10 feet by 10 feet square

area of building facade below 75 feet above grade.

(b) *Bird Hazard Installations*. Bird hazard installations are architectural features that provide a clear line of sight on the exterior of buildings including but not limited to, skywalks, awnings, glass railings and guards, windbreak/windscreen panels, acoustic barriers, and glass fins greater than 10 inches from the face of the facade. Bird hazard installations on the exterior of a building shall be constructed of bird friendly materials regardless of their height above grade.

(c) *Fly-through Conditions*. Fly-through building elements, meaning one or more panels of glass that provide a clear line of sight creating the illusion of a void leading to the other side, including parallel glass elements, at a distance of 17 feet or less, or all glass within fifteen feet of a building corner shall be constructed with bird friendly materials up to 75 feet above grade.

(d) *Adjacent to Green Roofs*. Building facades, and any associated openings, adjacent to a green roof on the same building shall be constructed with bird friendly materials up to 12 feet above the horizontal surface of the green roof.

(Ord. No. 244-23/24, 6-17-2024)

ARTICLE VIII. PROPERTY ASSESSED CLEAN ENERGY

DIVISION 1. Property Assessed Clean Energy

Sec. 6-190. Purpose.

The purpose of this article is to establish a property assessed clean energy ("PACE") program to enable owners of qualifying property to access financing for energy saving improvements to their property through loan agreements with the Efficiency Maine Trust.

(Ord. No. 57-10/11, 10-18-10)

Sec. 6-191. Definitions.

The following words shall be defined as set forth below for use in this article.

Energy saving improvement: an improvement to qualifying property that is new and permanently affixed to qualifying

property and that:

- (a) Will result in increased energy efficiency and substantially reduced energy use and:
 - 1. Meets or exceeds applicable United States Environmental Protection Agency and United States Department of Energy, Energy Star program or similar energy efficiency standards established or approved by the Trust; or
 - 2. Involves air sealing, insulating, and other energy efficiency improvements of residential, commercial or industrial property in a manner approved by the Trust; or
- (b) Involves a renewable energy installation or an electric thermal storage system that meets or exceeds standards established or approved by the Trust.

PACE agreement: an agreement between the owner of qualifying property and the Trust that authorizes the creation of a PACE mortgage on qualifying property and that is approved in writing by all owners of the qualifying property at the time of the agreement, other than mortgage holders.

PACE assessment: an assessment made against qualifying property to repay a PACE loan.

PACE loan: a loan, secured by a PACE mortgage, made to the owner(s) of a qualifying property pursuant to a PACE program to fund energy saving improvements.

PACE mortgage: a mortgage securing a loan made pursuant to a PACE program to fund energy saving improvements on qualifying property.

Qualifying property: real property located in the City.

Renewable energy installation: a fixture, product, system, device or interacting group of devices installed behind the meter at a qualifying property, or on contiguous property under common ownership, that produces energy or heat from renewable sources, including, but not limited to, photovoltaic systems, solar thermal systems, biomass systems, landfill gas to energy systems, geothermal systems, wind systems, wood pellet systems

and any other systems eligible for funding under federal Qualified Energy Conservation Bonds or federal Clean Renewable Energy Bonds.

Trust: the Efficiency Maine Trust established in 35-A M.R.S.A. § 10103 and/or its agent(s), if any.
(Ord. No. 57-10/11, 10-18-10)

Sec. 6-192. PACE program established.

The City hereby establishes a PACE program allowing owners of qualifying property located in the city who so choose to access financing for energy saving improvements to their property through PACE loans administered by the Trust or its agent.
(Ord. No. 57-10/11, 10-18-10)

Sec. 6-193. PACE program financing.

- (a) The PACE program shall be financed by funds awarded to the Trust under the Federal Energy Efficiency and Conservation Block Grant (EECBG) Program and by other funds available for this purpose.
- (b) The City may from time to time amend this Article to use any other funding sources made available to it or appropriated by it for the express purpose of the PACE program, and the City shall be responsible for administration of loans made from those other funding sources.

(Ord. No. 57-10/11, 10-18-10)

Sec. 6-194. PACE program administration.

The Trust shall administer the PACE program for the City in accordance with a PACE administration contract between the City and the Trust, which will establish the administrative duties of the Trust including, without limitation:

- (a) The Trust will enter into PACE agreements with owners of qualifying property in the city;
- (b) The Trust, or its agent, will create and record a Notice of the PACE agreement in the Cumberland County Registry of Deeds to create a PACE mortgage;
- (c) The Trust, or its agent, will disburse the PACE loan to the property owner;

- (d) The Trust, or its agent, will send PACE assessment statements with payment deadlines to the property owner;
- (e) The Trust, or its agent, will be responsible for collection of the PACE assessments;
- (f) The Trust, or its agent, will record any lien, if needed, due to nonpayment of the assessment;
- (g) The Trust, or its agent, promptly shall record the discharges of PACE mortgages upon full payment of the PACE loan.

(Ord. No. 57-10/11, 10-18-10)

DIVISION 2. Commercial Property Assessed
Clean Energy (C-PACE)

Sec. 6-195. Purpose and authority.

(a) Purpose. By and through this Ordinance, the City of Portland declares as its public purpose the establishment of a municipal program to enable its citizens to participate in a Commercial Property Assessed Clean Energy ("C-PACE") program so that owners of qualifying property can access financing for energy savings improvements to their commercial properties located in the City.

(b) Enabling legislation. The City enacts this Ordinance pursuant to 35-A MRS §§ 10201 et seq., as amended, also known as "the Commercial Property Assessed Clean Energy Act" or "the Commercial PACE Act."

(c) Title. This Ordinance shall be known and may be cited as "The City of Portland's Commercial Property Assessed Clean Energy ("C-PACE") Ordinance" (this "Ordinance").
(Ord. No. 41-23/24, 10-16-2023)

Sec. 6-196. Definitions.

Except as specifically defined below, words and phrases used in this Ordinance shall have their customary meanings. As used in this Ordinance, the following words and phrases shall have the meanings indicated:

City/Town shall mean the City of Portland.

Commercial PACE or ("C-PACE") shall mean Commercial Property Assessed Clean Energy.

Commercial PACE Agreement shall mean an agreement that authorizes the creation of a Commercial PACE Assessment on Qualifying Property and that is approved in writing by all owners of the Qualifying Property at the time of the agreement and by the City.

Commercial PACE Assessment shall mean an assessment made against Qualifying Property to finance an Energy Savings Improvement.

Commercial PACE District shall mean the area within which the City establishes a Commercial PACE Program hereunder, which is all that area within the City boundaries.

Commercial PACE Lien shall mean a lien, secured against a Qualifying Property that is created by a Commercial PACE Assessment.

Commercial PACE Loan shall mean a loan, payable through a Commercial PACE Assessment and secured by a C-PACE Lien, made to the owner(s) of a qualifying property pursuant to a Commercial PACE Program to fund Energy Savings Improvements.

Commercial PACE Program shall mean program established under this Ordinance pursuant to the Commercial PACE Act under which commercial property owners can finance Energy Savings Improvements on Qualifying Property.

Energy Savings Improvement shall mean an improvement or series of improvements to Qualifying Property that are new and permanently affixed to Qualifying Property and that:

(a) Will result in increased energy efficiency or substantially reduced energy use and:

1. Meet or exceed applicable United States Environmental Protection Agency and United States Department of Energy "Energy Star" program or similar energy efficiency standards established or approved by the Trust; or

2. Involve weatherization of commercial or industrial property in a manner approved by the Trust; or

(b) Involve a renewable energy installation, an energy storage system as defined in 35-A M.R.S. § 3481(6), an electric thermal storage system, electric vehicle supply equipment or heating equipment that meets or exceeds standards established or approved by the Trust. Heating equipment that is not a Renewable Energy Installation must be heating equipment that produces the lowest carbon emissions of any heating equipment reasonably available to the property owner, as determined by the Trust, and must meet the requirements of 35-A M.R.S. §10204 (1)(B).

Qualifying Property shall mean real commercial property in the City that:

(a) Does not have a residential mortgage;

(b) Is not owned by a residential customer or small commercial customer as defined in 35-A M.R.S. §3016(1)(C) and (D), respectively;

(c) Consists of 5 or more rental units if the property is a commercial building designed for residential use;

(d) Is not owned by a federal, state or municipal government or public school; and

(e) Is located in a municipality that participates in a Commercial PACE Program.

Registered Capital Provider or Capital Provider shall mean an approved lender proving financing for the Energy Savings Improvements through a C-PACE Program and registered with Efficiency Maine Trust.

Renewable Energy Installation shall mean a fixture, product, system, device or interacting group of devices installed behind the meter at a Qualifying Property, or on contiguous property under common ownership, that produces energy or heat from renewable sources, including but not limited to, photovoltaic systems, solar thermal systems, highly efficient wood heating systems, geothermal systems and wind systems that do not on average generate more energy or heat than the peak demand of the property.

Trust shall mean The Efficiency Maine Trust established in 35-A M.R.S. §10103 and/or its agents, if any.
(Ord. No. 41-23/24, 10-16-2023)

Sec. 6-196.5. Program established; Amendments.

(a) Establishment. The City hereby establishes a Commercial PACE Program allowing owners of Qualifying Property located in the City who so choose to access financing for Energy Savings Improvements to their Qualifying Property, with such financing to be repaid through a Commercial PACE Assessment and secured by a Commercial PACE Lien.

(b) The City may:

1. Administer the functions of the Commercial PACE Program, including, but not limited to, entering into Commercial PACE Agreements with commercial property owners and collecting Commercial PACE Assessments, or designate an agent to act on behalf of the City for such billing and collection purposes; or
2. Enter into a contract with the Trust to administer some or all functions of the Commercial PACE Program for the City, including billing and collection of Commercial PACE Assessments, subject to the limitations set forth in Section 10205, subsection 5 of the Commercial PACE Act.

(c) Amendment to or Repeal of Commercial PACE Program. The City may from time to time amend this Ordinance to use any funding sources made available to it or appropriated by it for the express purpose of its Commercial PACE Program, and the City shall be responsible for administration of loans made from those funding sources. The City may also repeal this Ordinance in the same manner as it was adopted, provided, however, that such repeal shall not affect the validity of any Commercial PACE Agreements entered into by the City prior to the effective date of such repeal, or a Commercial PACE Loan or Commercial PACE Lien arising out of such Agreements.
(Ord. No. 41-23/24, 10-16-2023)

Sec. 6-197.Financing; Private Lenders; Terms.

C-PACE Loans may be provided by any qualified Capital Provider private lender participating in the C-PACE Program and a C-PACE Agreement may contain any terms agreed to by the lender and the property owner, as permitted by law, for the financing of Energy

Savings Improvements. Unless the City specifically designates funding sources made available to it or appropriated by it for the express purpose of its Commercial PACE Program and agrees to provide financing for Energy Savings Improvements, the City will not finance or fund any loan under the Commercial PACE Program, and shall serve only as a program sponsor to facilitate loan repayment by including the Commercial PACE Assessment on the property tax bill for the property, and shall incur no liability for the loan.

(Ord. No. 41-23/24, 10-16-2023)

Sec. 6-197.5. Program Requirements and Administration.

(a) Agreement Required. All commercial property owners seeking financing for Energy Savings Improvements on Qualifying Property pursuant to the Commercial PACE Program must enter into a Commercial PACE Agreement, approved as to form and substance by the City and the Trust, authorizing the creation of a Commercial PACE Assessment and acknowledging the creation of a Commercial PACE Lien. A notice of the Commercial PACE Agreement will be filed in the Cumberland County Registry of Deeds, which filing will create a lien until the amounts due under the agreement are paid in full.

(b) Underwriting Standards. A Commercial PACE Agreement entered into pursuant to the Commercial PACE Program must satisfy the minimum underwriting requirements of the Commercial PACE Act and such additional requirements established by the Trust.

(c) Collection of assessments. A commercial property owner participating in the Commercial PACE Program will repay the financing of Energy Savings Improvements through an assessment on their property similar to a tax bill. A Commercial PACE Assessment constitutes a lien on the Qualifying Property until it is paid in full and must be assessed and collected by the City or its designated agent, the Trust, or a 3rd-party administrator contracted by the Trust, consistent with applicable laws. The City may, by written agreement, designate the applicable third-party Capital Provider as its agent for the billing and collection of Commercial PACE assessment payments in satisfaction of the Commercial PACE Loan. Where Commercial PACE assessment payments are received directly by the City along with other municipal tax payments, such payments received from property owners shall first be applied to City taxes, assessments, and charges. The City shall have no ownership of the Commercial PACE assessments collected except for any administrative costs provided under the Commercial PACE Program or Commercial PACE

Agreement. The City shall pay all Commercial PACE assessment payments received by the City to the applicable Capital Provider or the Commercial PACE program administrator within 30 days after the end of the month in which such amounts are collected. The City shall have no obligation to make payments to any Capital Provider with respect to any Commercial PACE repayment amounts or loan obligations other than that portion of the Commercial PACE Assessment actually collected from a property owner for the repayment of a Commercial PACE Loan.

If the Trust or a 3rd-party administrator contracted by the Trust or an agent of the City collects Commercial PACE Assessments on behalf of the City, the Trust or agent shall periodically report to the City on the status of the Commercial PACE Assessments in the City and shall notify the City of any delinquent Commercial PACE Assessments. Upon receiving notification from the Trust or agent of a delinquent Commercial PACE Assessment, the City shall notify the holder of any mortgage on the property of the delinquent assessment.

(d) Notice; filing. A notice of a Commercial PACE Agreement must be filed in the Cumberland County Registry of Deeds. The filing of this notice creates a Commercial PACE Lien against the property subject to the Commercial PACE Assessment until the amounts due under the terms of the Commercial PACE Agreement are paid in full. The notice must include the information required by the Commercial PACE Act.

(e) Priority. A Commercial PACE Lien secures payment for any unpaid Commercial PACE Assessment and, together with all associated interest and penalties for default and associated attorney's fees and collection costs, takes precedence over all other liens or encumbrances except a lien for real property taxes of the municipality and liens of municipal sewer, sanitary and water districts. From the date of recording, a Commercial PACE Lien is a priority lien against a property, except that the priority of such a Commercial PACE Lien over any lien, except a lien for real property taxes of the City or a lien of a municipal sewer, sanitary or water district, that existed prior to the Commercial PACE Lien is subject to the written consent of such existing lienholder.

(f) Mortgage lender notice and consent. Any financial institution holding a lien, mortgage or security interest in or other collateral encumbrance on the property for which a Commercial PACE Assessment is sought must be provided written notice of the commercial property owner's intention to

participate in the Commercial PACE Program and must provide written consent to the commercial property owner and City that the borrower may participate and enroll the collateral property in the Commercial PACE Program. This written consent must be filed in the Cumberland County Registry of Deeds and must include a written acknowledgement and understanding by the financial institution holding the lien, mortgage or security interest in or other collateral encumbrance on the property as required by the Commercial PACE Act.

(Ord. No. 41-23/24, 10-16-2023)

Sec. 6-198.Collection, default; foreclosure.

A. A Commercial PACE Assessment and any interest, fees, penalties and attorney's fees incurred in its collection must be collected in the same manner as the real property taxes of the City. A Commercial PACE Assessment for which notice is properly recorded under this section creates a lien on the property. The portion of the assessment that has not yet become due is not eliminated by foreclosure, and the lien may not be accelerated or extinguished until fully repaid.

1. If a Commercial PACE Assessment is delinquent or in default and the borrower or property owner is delinquent in any tax debt due to the City, collection may occur only by the recording of liens and by foreclosure under 36 M.R.S. §§ 942 and 943. Liens must be recorded and released in the same manner as liens for real property taxes.

2. If only a Commercial PACE Assessment is delinquent but the borrower or property owner is current on payment of all municipal taxes due to the City, then a Commercial PACE lienholder shall accept an assignment of the Commercial PACE Lien, as provided in the written agreement between City and the Capital Provider. The assignee shall have and possess all the same powers and rights at law as the City and its tax collector with regards to the priority of the Commercial PACE Lien, the accrual of interest and fees and the costs of collection. The assignee shall have the same rights to enforce the Commercial PACE Lien as any private party or lender holding a lien on real property, including, but not limited to, the right of foreclosure consistent with 14 M.R.S. §§ 6203-A and 6321 and any other action in contract or lawsuit for the enforcement of the Commercial PACE Lien.

(b) Judicial or nonjudicial sale or foreclosure. In the event of a judicial or nonjudicial sale or foreclosure of a

property subject to a Commercial PACE Lien by a lienholder that is not a Commercial PACE lienholder, the Commercial PACE Lien must survive the foreclosure or sale to the extent of any unpaid installment, interest, penalties or fees secured by the lien that were not paid from the proceeds of the sale. All parties with mortgages or liens on that property, including without limitation Commercial PACE lienholders, must receive on account of such mortgages or liens sale proceeds in accordance with the priority established in the Commercial PACE Act and by applicable law. A Commercial PACE Assessment is not eliminated by foreclosure and cannot be accelerated. Only the portion of a Commercial PACE Assessment that is in arrears at the time of foreclosure takes precedence over other mortgages or liens (except liens for real property taxes of the municipality and liens of municipal sewer, sanitary and water districts); the remainder transfers with the property at resale.

(c) Unless otherwise agreed upon by the Capital Provider, all payments on a Commercial PACE Assessment that become due after the date of transfer by judicial or nonjudicial sale or foreclosure must continue to be secured by a lien on the property and are the responsibility of the transferee.

(d) Release of lien. The City will discharge a Commercial PACE Lien created under the Commercial PACE Act and this Ordinance upon full payment of the amount specified in the Commercial PACE Agreement. A discharge under this subsection must be filed in the Cumberland County Registry of Deeds and must include reference to the notice of Commercial PACE Agreement previously recorded pursuant to the Commercial PACE Act and this Ordinance.

(e) No City Responsibility for Commercial Pace Assessment Payments. The City shall not be obligated to make any Commercial PACE Assessment payment during any period in which the City is deemed to be the owner of the Qualified Property by virtue of the automatic foreclosure of a tax lien mortgage, pursuant to 36 M.R.S. § 943, as amended, provided that the City includes such a provision in the Commercial PACE Agreement for that Qualified Property.

(Ord. No. 41-23/24, 10-16-2023)

Sec. 6-198.5. Liability of municipal officials; liability of City.

(a) Notwithstanding any other provision of law to the contrary, City officers, officials, and employees, including

without limitation, Tax Assessors and Tax Collectors, are not personally liable to the Trust or to any other person for claims, of whatever kind or nature, under or related to a Commercial PACE Program, including without limitation, claims for or related to uncollected Commercial PACE Assessments under this Ordinance.

(b) Other than the fulfillment of its obligations specified in a Commercial PACE Agreement, the City has no liability to a commercial property owner or the Trust for or related to Energy Savings Improvements financed under a Commercial PACE Program. (Ord. No. 41-23/24, 10-16-2023)

Sec. 6-199. Conformity to Changed Standards.

This Ordinance is intended to comply with the Commercial PACE Act and the administrative rules of the Trust issued in connection with the Commercial PACE Act, as the same may be amended. If the Trust or any State or federal agency adopts standards, promulgates rules, or establishes model documents subsequent to the City's adoption of this Ordinance and those standards, rules or model documents substantially conflict with this Ordinance, the City shall take necessary steps to conform this Ordinance and its Commercial PACE Program to those standards, rules or model documents. (Ord. No. 41-23/24, 10-16-2023)

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ARTICLE IX. DISORDERLY HOUSES

Sec. 6-200. Disorderly houses prohibited.

(a) No person shall occupy as owner-occupant or shall allow another to occupy any dwelling, dwelling unit, rooming house, or rooming unit (hereinafter jointly and severally "building") which is a disorderly house as defined herein.

(b) A "disorderly house" is any building which:

- (1) The police have visited a minimum number of times in any thirty (30) day period, as set forth in paragraph (3) below, in response to situations which are created by the owner, tenants, or owner's or tenants' cohabitantes, guests or invitees and which would have a tendency to unreasonably disturb the community, the neighborhood or an ordinary individual in the vicinity of said building, including, but not limited to: loud music; boisterous

parties; sounds emanating from within the structure which are audible outside the building; loud noise or fights within the building or in its vicinity involving tenants of the building or their invitees (excluding incidents involving domestic violence); tenants or invitees of tenants being intoxicated on public ways in the vicinity of the building; other similar activities in the building or outside the building itself; or

- (2) The police have visited three (3) or more times in any thirty (30) day period in response to situations which are created by the owner, tenants, or owner's or tenants' cohabitees, guests or invitees and involve the arrest of owners or tenants or their invitees for activities which constitute either a crime or civil infraction under either state or local law, or create a reasonable suspicion that illegal drug use or sales under 17-A M.R.S.A. chapter 45 or prostitution or public indecency under 17-A M.R.S.A. chapter 35 has occurred; or
- (3) The following table delineates the number of police visits per dwelling size which create a disorderly house under paragraph (1) above:

Units per building	Number of visits by police in any 30-day period
5 or fewer	3
6 to 10	4
11 or more	5

(c) The situation to which the visit pertains shall be documented by the police department. Such documentation may include sworn affidavits by named citizens which may be sufficient to create a reasonable suspicion said illegal activity has occurred. (Ord. No. 165-10/11, 4-4-11)

Sec. 6-201. Notice of disorderly house.

Whenever a building has been identified as a disorderly house by the city, it shall cause written notification of the events which form the basis for that designation to be given to the owner as long as that owner has registered in accordance with section 6-150 et seq. (disclosure of building ownership). Such notice shall be sufficient for all legal purposes. The notice shall require the

owner to meet with representatives of the city (including the police department) within five (5) business days from the date of the written notification, or such other time as is agreed upon by the Police Chief or his or her designee, to identify ways in which the problems which have been identified will be eliminated.

At the time of said meeting, the owner shall be obligated to provide to the city the following documentation:

- (1) A copy of the names of all tenants or other persons authorized to reside or presently residing in the building and the units they occupy;
- (2) Copies of all leases with tenants residing in the building;
- (3) Contracts with any property manager or other person responsible for the orderly operation of the building;
- (4) An accurate and up to date disclosure of building ownership form as required in 6-150 et seq.

In addition, the owner will agree to take effective measures to address the disorderly house, which measures shall be memorialized in a written agreement at the conclusion of the meeting with the city and shall be implemented within one (1) week of said meeting unless another date is agreed upon by the police department. Failure to enter into such an agreement at the conclusion of the meeting will be deemed a violation of this housing code, and the city may file a complaint in the district court seeking all compensatory and equitable relief permitted by law.

If the same building should be classified as a disorderly house on a subsequent occasion within three (3) years, then the city is under no obligation to meet with the owner but may condemn and post the building or any units therein, and/or proceed directly with a complaint to the district court seeking all compensatory and equitable relief permitted by law.

(c) The notices provided for in this section may be given to an owner who has not complied with section 6-150, but are not required.

(Ord. 165-10/11 - 4/4/11)

Sec. 6-202. Enforcement.

(a) Authority to Enforce. If the owner (1) refuses to agree to take effective measures to address the disorderly house, (2) takes ineffective measures to address the disorderly house as determined by the city, (3) fails to implement the agreement reached with the city to address the disorderly house or (4) if, in the discretion of the city, the disorderly house requires immediate posting, the city may condemn and post the building against occupancy, and/or may file a legal action against the owner seeking any and all damages and remedies to which it is entitled pursuant to state and local laws.

(b) Notice of Suit. If the City pursues legal action against an owner or landlord for a disorderly house violation, notice shall be provided to the tenants by the City. Notice shall be made within a reasonable time following the service of the complaint upon the property owner. If a tenant list has been previously provided by a landlord, notice shall be made by regular mail to all known tenants in the building. If no tenant list has been provided, notice shall be made by regular mail to all occupants in each unit of the building.

(c) Condemnation. In the event that condemnation is required to address one or more disorderly house violation(s), the City shall provide notice to tenants of the building. Notice shall be made within a reasonable time following the City's election to condemn the building. Notice shall be made by: (1) regular mail to all known tenants or to all occupants in each unit in the building; and (2) by posting a copy of said notice at the premises.

(Ord. No. 165-10/11 - 4/4/11; Ord. No. 271-17/18, 7-16-2018)

Sec. 6-203. Cost of service for responses to disorderly houses.

(a) Whenever the police department is required to respond to a situation at a disorderly house, as defined in section 6-200, which constitutes the ninth (9th) or greater response in any thirty (30) day period, the owner of the disorderly house shall pay the cost of service for each such response as follows:

(1) For each such response for service the owner shall pay fifty dollars (\$50.00) which shall be in addition to any penalty to which the owner may be subject.

(b) Failure to pay the cost of service within thirty (30) days after demand therefor shall subject the owner to the penalties provided in section 1-15.

(c) Charges which become payable hereunder shall be treated

as liens on the property in question and shall be enforced in accordance with the provisions of section 1-16.
(Ord. No. 165-10/11, 4-4-11)

Sec. 6-204. Violations.

Any person violating any of the provisions of this article or failing or neglecting or refusing to obey any order or notice of the police department issued hereunder shall be subject to a penalty as provided in section 6-1.
(Ord. No. 165-10/11, 4-4-11)

ARTICLE X. ENERGY BENCHMARKING

6-205. General.

The energy and water use of municipal and covered buildings shall be benchmarked in accordance with this article.
(Ord. No. 67-16/17, 11-7-2016)

6-206. Purpose.

To encourage efficient use of energy and water and to reduce the emission of greenhouse gases, this ordinance requires owners of Covered Properties and Municipal Properties to annually measure and disclose energy usage to the Department. Furthermore, this Ordinance will authorize the Department to collect energy and water usage data to enable more effective energy and climate protection planning by the City and others and to provide information to the real estate marketplace to enable its members to make decisions that foster better energy performance.
(Ord. No. 67-16/17, 11-7-2016)

6-207. Applicability.

This Ordinance shall be applicable to all Municipal and Covered Properties as defined in this Ordinance.
(Ord. No. 67-16/17, 11-7-2016)

6-208. Definitions.

Benchmarking information shall mean information generated by the Benchmarking Tool, as herein defined including descriptive information about physical property and its operational characteristics. The information shall include, but need not be limited to:

- (a) Property address;
- (b) Primary use type;
- (c) Gross floor area;
- (d) Site Energy Use Intensity (EUI) as defined in this section;
- (e) Weather normalized source EUI;
- (f) Annual greenhouse gas emissions;
- (g) Water use;
- (h) The energy performance score that compares the energy use of the building to that of similar buildings, where available; and
- (i) Compliance or noncompliance with this Ordinance.

Benchmarking Tool shall mean the Internet-based tool developed and maintained by the United States Environmental Protection Agency to track and assess the relative energy performance and water usage of buildings nationwide.

Covered Property shall mean a parcel, as described in public records or as determined by the Department, containing any of the following:

- (a) One or more non-residential building(s) where such building(s) singly or together contain more than 20,000 square feet ("Non-Residential Covered Property"); and
- (b) One or more residential building(s) that singly or together contain 50 or more residential Dwelling Units whether they are rental Dwelling Units or Dwelling Units owned as condominiums, cooperatives or otherwise ("Residential Covered Property"). Residential covered property shall not include separate free-standing single family or two-family dwelling units, or single free-standing structures or buildings which by themselves contain ten (10) units or fewer.

Department means the City of Portland Energy and Sustainability Coordinator and his or her department or office.

Dwelling Unit shall mean a single residential unit consisting of one or more habitable rooms, occupied or arranged to be occupied as a residential unit separate from all other

residential units within a building, and used primarily for residential purposes and not primarily for professional or commercial purposes.

Energy shall mean electricity, natural gas, steam, hot or chilled water, heating oil, or other product for use in a building, or renewable on-site electricity generation, for purposes of providing heating, cooling, lighting, water heating, or for powering or fueling other end-uses in the building and related facilities.

Energy Performance Score shall mean the numeric rating generated by the ENERGY STAR Portfolio Manager tool or equivalent tool adopted by the department that compares the energy usage of the building to that of similar buildings.

ENERGY STAR shall mean the U.S. Environmental Protection Agency program related to improving energy efficiency in buildings and products.

ENERGY STAR Portfolio Manager shall mean the tool developed and maintained by the U.S. Environmental Protection Agency to track and assess the relative energy performance of buildings nationwide.

Energy Use Intensity (EUI) shall mean the kBTUs (1,000 British Thermal Units) used per square foot of gross floor area.

Gross Square Feet shall mean the gross floor area of the property.

Municipal Property shall mean a property with one or more buildings that is 5,000 gross square feet or more that is owned by the City of Portland.

Owner shall mean:

(a) An individual or entity having title to a Covered Property;

(b) An agent authorized to act on behalf of the owner of a Covered Property;

(c) The net lessee in the case of a property subject to a net lease with a term of at least forty-nine years, inclusive of all renewal options;

(d) The board of managers or trustees in the case of a condominium; and/or

(e) The board of directors or trustees in the case of a cooperative apartment corporation.

Qualified Benchmark is an entity that meets the department's qualifications for inputting Benchmarking Information into the Benchmarking Tool.

Residential Property shall mean a property containing one or more Dwelling Units.

Site Energy shall mean the amount of heat and electricity consumed by a Covered Property or Municipal Property as reflected in utility bills or other documentation of actual energy use.

Source Energy shall mean all the energy used in delivering energy to a Covered Property, including power generation and transmission and distribution losses, to perform a specific function, such as but not limited to space conditioning, lighting, or water heating.

Tenant shall mean a person or entity leasing, occupying or holding possession of a Covered Property or Municipal Property.

Utility shall mean an entity that distributes and/or sells energy, including, but not limited to, natural gas, propane, electric or thermal energy for Covered Properties or Municipal Properties.

(Ord. No. 67-16/17, 11-7-2016)

6-209. Benchmarking for Municipal and Covered Properties.

(a) No later than May 1, 2019 , and no later than May 1 every year thereafter, the total Energy and Water consumed by each Municipal Property, along with all other descriptive information required by the Benchmarking Tool, shall be entered into the Benchmarking Tool for the previous calendar year.

(b) Owners of Covered Property shall annually input the total Energy and Water consumed by each Covered Property, along with all other descriptive information required by the Benchmarking Tool, into the Benchmarking Tool for the previous calendar year. The Owner shall input this information according to the following schedule:

- (1) A Residential Covered Property no later than one year after the Department has certified that utility service providers have made utility use data readily available in a standardized and secure manner through "green

button" or similar programs or standards that offer easy access to usage data as needed to use Energy Star Portfolio Manager, and by May 1 every year thereafter;

- (2) Non-residential Covered Property. For Non-residential Covered Properties in which any single tenant occupies ninety percent (90%) or more of the property's available floor space, by May 1, 2020. For all other Non-residential Covered Properties, no later than one year after the Department has certified that utility service providers have made utility use data readily available in a standardized and secure manner through "green button" or similar programs or standards that offer easy access to usage data as needed to use Energy Star Portfolio Manager, and by May 1 every year thereafter; and

- (3) A new Covered Property that has not accumulated twelve (12) months of energy and water use data by the first applicable date following occupancy for inputting Energy and Water use into the Benchmarking Tool shall comply with this Ordinance by May 1 the following year.

(Ord. No. 67-16/17, 11-7-2016; Ord. 105-18/19, 11-19-2018; Ord. No. 286-18/19, 7-15-2019)

6-210. Notification Of Covered Properties.

Between September 1 and December 1 of each year that Benchmarking is required under Section 6-209 above, the City shall notify Owners of Covered Properties of their obligation to input Energy and Water use into the Benchmarking Tool. By January 15 of each year, the City shall post the list of the addresses of Covered Properties on a public website.

(Ord. No. 67-16/17, 11-7-2016; Ord. 105-18/19, 11-19-2018)

6-211. Qualifications of Benchmarkers.

The City Manager or his or her designee, including but not limited to the Department, may establish certification and/or licensing requirements for the users of Benchmarking Tools.

(Ord. No. 67-16/17, 11-7-2016; Ord. 105-18/19, 11-19-2018)

6-212. Disclosure And Publication Of Benchmarking Information.

(a) Owners shall annually provide Benchmarking information to the Department, in such form as established by the Department, by the date provided by the schedule in Section V.

(b) An exemption from this reporting requirement for any current reporting period may be granted if:

- (1). The Owner demonstrates to the Department that he or she has been unable to obtain tenant authorization to obtain tenant utility data, despite a good faith effort to obtain such consent; or
 - (2). The Owner or Tenant demonstrates to the Department that such disclosure may result in the release of proprietary information which can be characterized as a trade secret.
- (c) The Department shall make available to the public on the internet Benchmarking Information for the previous calendar year:
- (1) No later than a year and a half after the effective date of this Ordinance and by September 1 of each year thereafter for Municipal Properties; and
 - (2) No later than one year after Benchmarking Information is provided under Section 6-209 and by September 1 of each year thereafter for Covered Properties. Benchmarking Information received by the Department for the first year a Covered Property is required to input the total Energy and Water consumed and other descriptive information as required by the Benchmarking Tool into the Benchmarking Tool will be not be published except to disclose whether or not the Covered Property is in compliance with this Ordinance.
- (d) The Department shall make available to the public and update at least annually, the following information:
- (1) Summary statistics on energy and water consumption for Municipal Properties and Covered Properties derived from aggregation of Benchmarking information for both;
 - (2) Summary statistics on overall compliance with this Ordinance including an assessment of accuracy;
 - (3) For each Municipal Property and Covered Property:
 - (i) The status of compliance with the requirements of this Ordinance;
 - (ii) Annual summary statistics for the Municipal Property or Covered Property, including EUI, annual greenhouse gas emissions, and an energy performance score where available; and

- (iii) A comparison of Benchmarking Information across calendar years for any years such Municipal Property or Covered Property has input the total Energy consumed and other descriptive information for such Properties as required by the Benchmarking Tool into the Benchmarking Tool.

(Ord. No. 67-16/17, 11-7-2016; Ord. 105-18/19, 11-19-2018)

6-213. Provision of Benchmarking Information by Tenants.

(a) Each Tenant located in a Covered Property shall, within thirty (30) days of a request by the Owner and in a form to be determined by the Department, provide all information that cannot otherwise be acquired by the Owner and that is needed to comply with the requirements of this Ordinance. Failure to provide information to an Owner may result in penalties as provided in the City Code and this Ordinance.

(b) Where the Owner is unable to input the total energy consumed by the Covered Property as well as all other descriptive information for such Covered Property as required by the Benchmarking Tool into the Benchmarking Tool due to the failure of any or all Tenants to report the information required by this Ordinance, the Owner shall input alternate values as established by the Department prior to the implementation of this Ordinance, into the Benchmarking Tool.

(Ord. No. 67-16/17, 11-7-2016)

6-214. Assessing Results and Annual Report to City Council.

(a) By December 31, 2020, or two years after the Department has certified that utility service providers have made utility use data readily available in a standardized and secure manner through "green button" or similar programs or standards that offer easy access to usage data as needed to use Energy Star Portfolio Manager, whichever is later, the Department shall review the effect of this Ordinance on improving energy and water performance for Covered Buildings. If energy and water performance for Covered Buildings has not improved significantly, the Department shall make recommendations to the City Manager as to whether amendments to this Ordinance or other measures are necessary to improve building energy and water performance for Covered Buildings.

(b) In December of each calendar year, the Department shall prepare and submit an annual report to the City Council, which evaluates the administration and enforcement of the Ordinance and contains a summary of the benchmarking data provided to the City

as required by this Ordinance, as well as any other necessary data or recommendations on the Ordinance could be improved.
(Ord. No. 67-16/17, 11-7-2016; Ord. 105-18/19, 11-19-2018)

6-215. Maintenance of Records.

(a) Owners shall preserve and maintain records as the Department determines is necessary for carrying out the purposes of this Ordinance, including but not limited to energy and water bills and any and all other documents received from Tenants and/or Utilities. Such records shall be preserved by Owners for a period of three (3) years. At the request of the Department, such records shall be made available for inspection and audit by the Department.

(b) At the time any occupied Covered Building is transferred, the buyer and seller shall arrange for the seller to provide to the buyer all information necessary for the buyer to report Benchmarking information for the entire year in a timely manner. It shall be a violation of this Ordinance for any seller to fail to so provide any such information.
(Ord. No. 67-16/17, 11-7-2016)

6-216. Violations.

It shall be unlawful for any entity or person including, but not limited to, Owners or Tenants to fail to comply with the requirements of this Ordinance or misrepresent any material fact in a document required to be prepared or disclosed by this Ordinance.
(Ord. No. 67-16/17, 11-7-2016)

6-217. Enforcement and Administration.

(a) The City Manager, the Department or their designee shall enforce the provisions of this Ordinance.

(b) The City Manager, the Department or their designee may promulgate regulations relative to the administration of the requirements of this Ordinance, as necessary.

(c) If any person or entity including, but not limited to, Owners or Tenants violate any provision of this Ordinance, the following enforcement measures may be taken:

- (1) For the first violation, a written warning may be issued; and
- (2) Any subsequent or ongoing violation will be subject to a fine of up to \$20.00 per day pursuant to the

provisions of Chapter 1, Section 1-15 herein.
(Ord. No. 67-16/17, 11-7-2016)

6-218. Severability.

If any provision of this Ordinance shall be held to be invalid by a court of competent jurisdiction, then such provision shall be considered separately and apart from the remaining provisions, which shall remain in full force and effect.
(Ord. No. 67-16/17, 11-7-2016)

ARTICLE XI. TENANT HOUSING RIGHTS

6-219. Purpose.

The purpose of this Article is to address housing insecurity in the City of Portland; to minimize the potential adverse impacts of un-noticed or short-notice rent increases; to educate at-will Tenants of their rights; and to help bring about through fair, orderly and lawful procedures, the opportunity of each person within the City of Portland without regard to, among other things, receipt of public benefits, to rent, enjoy and retain secure housing.
(Ord. No. 76-16/17, 11-21-2016)

6-220. Applicability.

This article shall apply to any and all rental housing units in the City limits of Portland.
(Ord. No. 76-16/17, 11-21-2016)

6-221. Definitions.

Applicant means a prospective tenant for a rental housing unit, who signs or intends to sign a lease or other contractual agreement in relation to the unit.

Discrimination means the unjust or prejudicial treatment of different categories of people, when those categories are protected from discrimination by municipal, state and federal law, including, but not limited to, categories based on race, color, religious creed, sex, sexual preference, national origin, age, physical handicap or mental handicap, and based on receipt of public assistance, as provided in 5 M.R.S. §4581-A and as amended from time to time.

Housing unit means one (1) or more rooms forming a single unit including food preparation, living, sanitary and sleeping facilities used or intended to be used by two (2) or more persons

living in common or by a person living alone.

Landlord means an owner, manager, lessee, sublessee, managing agent or other person having the right to rent or sell or manage any housing unit or rental property or any agent of these individuals or entities.

Rental Application means the written document used by a landlord to determine if an applicant is qualified to become a tenant of a rental housing unit.

Rental Application Fee means any cost, payment, charge or any other kind of expenditure or remuneration, including administrative costs, that an applicant is required to pay in order to have his or her rental application considered by the landlord.

Tenant means an individual, individuals, an entity, entities, a lessee or sub-lessee, or other person having the right to rent any housing unit or rental property or any agent of these individuals or entities. This definition includes a Tenant at will as described in 14 M.R.S. §6002, as amended from time to time.

(Ord. No. 76-16/17, 11-21-2016; Ord. No. 206-19/20, 8-3-2020)

6-222. Discrimination prohibited in sale or rental of housing units.

(a) A Tenant shall have the right to secure a rental housing unit without being refused that right on the basis of discrimination because of race, color, sex, sexual orientation, physical or mental disability, ancestry, national origin, or family status, pursuant to 5 M.R.S. Section 4581-A, et. seq., as amended from time to time.

(b) A Landlord shall not refuse to rent or impose terms of tenancy on any Tenant who is a recipient of federal, state or local public assistance, including medical assistance and housing subsidies primarily because of the individual's status as a recipient as described in 5 M.R.S. §4581-A(4), as amended from time to time.

(Ord. No. 76-16/17, 11-21-2016)

6-223. Notification of rent increases.

Notwithstanding 14 M.R.S. Section 6015, a Landlord shall

give ninety (90) days' written notice of any rent increase to a Tenant.

(Ord. No. 76-16/17, 11-21-2016; By Referendum, 11-8-2022)

6-223.1. Rental applications, generally; application fees prohibited.

(a) Disclosure of Application Criteria. Before accepting a rental application, a landlord must disclose to the applicant, in writing, the criteria on which the application will be judged.

(b) Availability of Units. Landlords shall only advertise rental housing units, receive applications, and screen applicants for rental housing units when such rental housing units are actually available and ready for occupancy or are expected to be available for occupancy within a reasonable time period; provided, however, that an applicant may consent to be screened and placed on a waiting list. For purposes of this Section, a rental housing unit is no longer considered available if a different applicant has been screened by the landlord, has been offered the rental housing unit and accepted it, and has placed a deposit on the rental housing unit. A rental housing unit may be considered available if a tenant of a unit has declared they will not be renewing a lease or have otherwise vacated the property. Landlords shall document the date and time that deposits are placed on rental housing units.

(c) Application Fees. All application fees for rental housing units are prohibited, including, but not limited to, any fees or charges to applicants for the following: national, state and local criminal background checks, credit reports, rental history records and/or reference checks, eviction records and/or employment verification.

(Ord. No. 206-19/20, 8-3-2020; By Referendum, 11-8-2022)

Sec. 6-223.2 Maximum deposit.

Notwithstanding 14 M.R.S. Section 6032, a lease or tenancy at will agreement for a dwelling intended for human habitation may not require a security deposit equivalent to more than the rent for one (1) month.

(By Referendum, 11-8-2022)

6-224. Protection of Tenants.

(a) The Housing and Economic Development Department or its designee shall create and make available on the City's publically

accessible web site a plain language document that explains Tenancy at Will and the rights and responsibilities of Tenants and Landlords of rental housing units. That document shall also include a checklist of required notices concerning environmental lead hazards, energy efficiency or radon testing, pursuant to 14 M.R.S. Sections 6030-B, 6030-C, and 6030-D, respectively, as amended from time to time.

(b) The document referenced above shall be provided by Landlords to all Tenants in the City of Portland at the commencement of the rental of a housing unit and shall be provided again upon any update to the document made by the Housing and Economic Development Department.

(c) An acknowledgement of receipt of the documents described above must be signed by all Tenants, and a copy of the acknowledgement kept on file by the Landlord for at least three (3) years and made available for inspection at the request of the City of Portland.

(d) At the time of the annual registration required by Chapter 6, Article VI of the City of Portland Code of Ordinances, all Landlords must certify to the City that they have provided the above-referenced documents to each of their respective Tenants.

(Ord. No. 76-16/17, 11-21-2016; Ord. No. 88-20/21, 9-21-2020)

6-225. Reserved.

***Editor's Note—** Pursuant to Council Order 156-23/24, passed on April 8, 2024, Section 6-225, which created a Rental Housing Advisory Committee, was repealed in its entirety.

6-226. Variation by agreement.

No provision of, or right conferred by, this Article may be waived by a Tenant, by agreement or otherwise, and any such waiver shall be void. Any attempt to require, encourage or induce a Tenant to waive any provision hereof or right hereby shall be a violation of this Article. Nothing herein shall be construed to void any term of a lease that offers greater rights than those conferred hereby.

(Ord. No. 76-16/17, 11-21-2016)

6-227. Limitation of liabilities.

(a) Nothing in this Article shall be interpreted to

contravene the general laws of the State of Maine; and

(b) Nothing in this Article shall be construed to create additional liabilities greater than those already existing under law or to create new private causes of action.
(Ord. No. 76-16/17, 11-21-2016)

6-228. Enforcement and remedies.

(a) Any violation of sections 6-223, 6-223.1, 6-224 and 6-225 of this Article may be considered a civil infraction and may be enforced pursuant to the Portland City Code Chapter 1, §1-15.

(b) Any violation of §6-222 of this Article shall be enforced as required by the Maine Human Rights Act, 5 M.R.S. §4551, et seq.
(Ord. No. 76-16/17, 11-21-2016; Ord. No. 206-19/20, 8-3-2020)

6-229. Severability.

The provisions of this Article are severable. If any of its provisions are held invalid by act of competent jurisdiction, all other provisions of this Article shall continue in full force and effect.
(Ord. No. 76-16/17, 11-21-2016)

ARTICLE XII. RENT CONTROL AND TENANT PROTECTIONS

Sec. 6-230. Purpose.

The purpose of this Article is to address increasing rental costs within the City of Portland; to promote neighborhood and community stability; to protect the City's tenant population; to limit arbitrary evictions; and to stabilize and make more predictable future rent increases, all while remaining in conformance with Maine law, and ensuring that Landlords within the City receive a fair return on investment.
(By Referendum, 11-3-2020)

Sec. 6-231. Applicability.

This Article shall apply to Rental Units in the City limits of Portland, exempting the following:

(a) Rental Units owned, operated, or otherwise managed by municipal housing authorities, as defined in 30-A M.R.S. §4721(1), as amended;

(b) Accommodations provided in a hospital, convent, church, religious facility, or extended care facility;

(c) Dormitories owned and operated by an institution of higher education, or by Portland Public Schools;

(d) Rental Units within a building containing only two (2), three (3) or four (4) dwelling units, one of which the property owner currently occupies as his or her principal residence;

(e) Accommodations where the amount of rent charged is either controlled or subsidized by a federal, state, or local governmental agency; and

(f) Accessory dwelling units, as defined and understood in Chapter 14 of this Portland City Code.
(By Referendum, 11-3-2020 By Referendum, 11-8-2022)

Sec. 6-232. Definitions.

Allowable increase percentage means the standard amount that the rent of a Covered Unit may be raised within the following Calendar Year, unless a Landlord is entitled to additional increases as provided in Sections 6-233 or 6-234 below. The allowable increase percentage shall be determined on September 1 of each year beginning on September 1, 2021, and shall be equal to 70 percent of the change in the Consumer Price Index (CPI-U) for Greater Boston Metro Area for the preceding twelve (12) months, as published in August by the United States Bureau of Labor Statistics or its designee. For the purposes of this ordinance, the Rent Board shall presume that the Allowable increase percentage is sufficient to allow a reasonably prudent landlord who received a fair return on investment prior to the enactment of this ordinance to continue to maintain a fair net operating income that increases over time at a just and reasonable rate, yielding a fair return on investment under the normal course of doing business.

Base rent means the initial amount of rent that a Landlord charged for a Covered Unit prior to the increases allowed under this ordinance, as more specifically defined in Section 6-233 of this Article. For the purposes of the ordinance, the Rent Board shall presume that the Base Rent was sufficient to have provided the Landlord a fair return on investment prior to the enactment of this ordinance.

Banked rent means the Base Rent for a Covered Unit, plus any increase in rent to which the Landlord was entitled under

Sections 6-233 and 6-234 below, but that was not yet applied to the rent charged to a Tenant.

Constructed means a Rental Unit that has received its final certificate of occupancy from the City's Permitting and Inspections Department, or its designee.

Covered unit means a Rental Unit within the City of Portland that does not fall within a category exempted from this Article by Section 6-231.

Current covered unit means a Covered Unit that is occupied by a Tenant on January 1, 2021.

Discontinued covered unit means a Covered Unit that is not occupied on January 1, 2021 and has not been registered with the City of Portland under Section 6-151 of this Chapter.

Fair return on investment means an amount sufficient to allow a just and reasonable rate of return, to encourage the investment of capital in the rental housing market, to fairly compensate investors for the risks they have assumed, and to achieve minimum constitutionally protected standards. For the purposes of this ordinance, a Fair return on investment must be calculated using Maintenance of Net Operating Income methodology, as that term is used in other jurisdictions with similar ordinances, that presumes the net operating income the landlord earned from a Covered unit during calendar year 2019 yielded a fair return on investment, unless the landlord proves that special or peculiar circumstances prevented the landlord from receiving a fair return on investment during that period. The Rent Board may adopt rules or regulations to ensure the fair and consistent application of such methodology.

Landlord means an owner, manager, managing agent, sublessor, or other person having the right to rent or sell or manage any housing unit or rental property or any agent of these individuals or entities.

Major renovation or reconfiguration means one or more capital investments or improvements where the total cost of construction or improvement attributable to the Rental unit involved exceeds 20% of the property value, prior to improvement, of the Rental unit involved, as determined by the city's tax assessor.

Qualified family member means a spouse, parent, grandparent, brother, sister, child or grandchild related by blood, marriage, or adoption.

Rent means the consideration, including any deposit, bonus, benefit, or gratuity demanded or received for, or in consideration with, the use or occupancy of rental units and housing services. Such consideration includes, but is not limited to, monies and fair value of goods and services rendered to or for the benefit of the Landlord under the Rental Agreement, or in exchange for a Rental Unit, or housing services of any kind.

Rent board means the set of appointed individuals responsible for the administration of this Article, in accordance with the terms set forth below.

Rent stabilization allowances means collectively the Allowable Increase Percentage and any additional rent increase exemptions approved by the Rent Board under Section 6-234 of this Article.

Rent stabilization ordinance means Chapter 6, Articles XII and XIII of the Code of Ordinances, City of Portland, Maine, as amended.

Rental agreement means a contract between a Landlord and a Tenant for the use and/or occupancy of a Rental Unit.

Rental unit means any dwelling unit that is rented or otherwise made available for rent for residential use or occupancy, together with all additional rights, privileges, or services connected with use or occupancy of such a unit, including but not limited to vehicle parking spaces, storage, and commons areas and/or recreational facilities held out for use by the Tenant.

Rental year means a period of twelve (12) consecutive months beginning on January 1, 2021, or the date on which a Covered Unit enters the rental housing market, whichever is earlier.

Tenancy means the right or entitlement of a Tenant to use or occupy a rental unit.

Tenant-Based Rental Assistance means any and all forms of tenant-based rental assistance and vouchers, including but not limited to:

- (a) Tenant-based rental assistance through the Section 8 Housing Choice Voucher Program, 42 U.S.C § 1437f (o);
- (b) Tenant-based rental assistance through the HOME Investment Partnerships Act at title II of the Cranston-Gonzalez National Affordable Housing Act, as amended, 42 U.S.C § 12701 et seq.;
- (c) Tenant-based rental assistance under the HOD-Veterans Affairs Supportive Housing (HUD-VASH), authorized by§ 8 (o) (19) of the United States Housing Act of 1937, 42 U.S.C. § 1437f (o) (19);
- (d) Tenant-based rental assistance through the Shelter Plus Care Program authorized by title IV, subtitle F, of the Stewart B McKinney Homeless Assistance Act, 42 U.S.C. §§ 11403-11407b, as amended;
- (e) Tenant-based rental assistance through the Supportive Housing Program authorized by title IV, subtitle F, of the Stewart B McKinney Homeless Assistance Act, 42 U.S.C. §§ 11381-11389, as amended;
- (f) Tenant-based rental assistance through the Section 8 Disaster Voucher Program (DVP);
- (g) Tenant-based rental assistance through the Housing Opportunities for Persons with AIDS (HOPWA) Program, 42 U.S.C. § 12901 -12912 as amended;
- (h) Tenant-based rental assistance through the Community Block Grant Program, 42 U.S.C. § 5301 et seq. as amended;
- (i) Tenant-based rental assistance through the Continuum of Care Program authorized by subtitle C of title IV of the McKinney-Vento Homeless Assistance Act, 42 U.S.C. §§ 11381-11389;
- (j) Tenant-based rental assistance through the Rural Development Voucher Program authorized through § 542 of the Housing Act of 1949, as amended. See 78 Fed. Reg. 49374 (Aug. 14, 2013) (proposed rule);

- (k) Tenant-based rental assistance through the Maine Bridging Rental Assistance Program, authorized by M.R.S. Title 34-B § 3011;
- (l) Tenant-based rental assistance through the Maine State Housing Authority Home To Stay Program, M.R.S. Title 30-A § 4771;
- (m) Tenant-based rental assistance through the Maine State Housing Authority Stability Through Engagement Program, M.R.S. Title 30-A § 4771;
- (n) Tenant-based rental assistance through the City of Portland's Tennant Based Rental Assistance Program, M.R.S. Title 30-A § 4771;
- (o) Tenant-based rental assistance through the City of Portland's General Assistance Program, authorized by M.R.S. Title 22 § 4301 et seq.; and
- (p) Such other Tenant-based rental assistance or rental vouchers or rental coupons as may be authorized under any federal, state, or local program.

Tenants Union means any group, organization, committee, collective, association or entity, whether incorporated or unincorporated, of any kind, whatsoever, in which tenants participate and which exists for the purpose, in whole or in part, of dealing with Landlords concerning rental conditions or any matter related to the Landlord-tenant relationship, including but not limited to the rights and interests of tenants under this Chapter.

(By Referendum, 11-3-2020; By Referendum, 11-8-2022)

Sec. 6-233. Establishment of base rent.

(a) *Base Rent for Current Covered Units.* Beginning on January 1, 2021, each Covered Unit shall be registered with the City in accordance with Section 6-151. Such registration must include proof of the rent charged by the Landlord for each Covered Unit as of June 1, 2020 (i.e., through presentation of a valid Rental Agreement, rent payment receipt, or other acceptable means within the opinion of the City). This amount shall be the Base Rent for purposes of the Rent Stabilization Ordinance, except as otherwise provided within this section..

(b) *Base rent for Discontinued Covered Units.*

- (i) If a Covered Unit was not required to be registered with the City as of April 1, 2021, but is required to be registered with the City after such date, the Base Rent shall be the amount of Rent charged 120 days prior to the date when the Covered Unit became required to be registered, or if no Rent was charged at such time, the first Rent charged by the Landlord any time thereafter. The Base Rent for any new Covered Unit entering the rental housing market for the first time shall be the Rent charged to the first Tenant, as set by the Landlord.
- (ii) If a Covered Unit was required to be registered with the City as of April 1, 2021, but is removed from the rental housing market, the Base Rent for such a Covered Unit upon reentry to the rental housing market shall be the Banked Rent, as measured from the time the Covered Unit was removed from the rental housing market.
- (iii) If a Covered Unit was required to be registered with the City as of January 1, 2021, but is subsequently removed from the rental housing market for a period of at least sixty (60) months, the Base Rent for such a Covered Unit shall be the Rent charged to the first Tenant upon reentry into the rental housing market, as set by the Landlord.

(c) *Base rent following major renovation or reconfiguration of Covered Units.* Upon a major renovation or reconfiguration of a Covered Unit, the Landlord may charge no more than the Banked Rent for that unit, or may apply to the Rent Board for determination of the appropriate increased Base Rent. When determining the appropriate increased Base Rent, the Rent Board may consider factors including the increase in floor area, the addition or upgrade of amenities, the amount necessary to ensure a fair return on investment, and any other factor determined relevant in the opinion of the Rent Board; the Rent Board may consider any amount of Banked Rent accrued for that unit, but after determining the appropriate Base Rent, all previously accrued Banked Rent shall be forfeited..

(d) *Base rent following consolidation of Covered Units.* When two (2) or more Covered Units are consolidated to create a single

Covered Unit, the Base Rent for the resulting Covered Unit shall be equal to the Banked Rent of the larger of the two previously-existing Covered Units, increased by a percentage equal to the increase in square footage of the new Covered Unit.
(By Referendum, 11-3-2020; By Referendum, 11-8-2022)

Sec. 6-234. Rent increase limitations.

(a) Beginning on September 1, 2021, and occurring no later than September 1 of each subsequent year, the Housing Safety Office shall establish and publish the Allowable Increase Percentage for the following calendar year, and shall announce and explain the methodology for calculating the Allowable Increase Percentage at the first meeting of the Rent Board following such publication. The Rent Board shall hear public comment after such announcement.

(b) A Landlord may not increase the rent charged for a Covered Unit within twelve (12) months following a previous Rent increase. After twelve (12) months, the Landlord may only increase the rent charged for a Covered Unit by an amount that conforms to the following specifications:

1. *Annual Increase Percentage.* Unless a Landlord qualifies for an additional increase as further described below, rent for a Covered Unit may not be increased by more than the Allowable Increase Percentage.
2. *New Tenancy.* A landlord may increase the rent on a Covered Unit by five percent (5%) of the base rent in addition to any other allowable increases when a new tenant occupies a unit, but only if the previous Tenancy was terminated voluntarily by the previous Tenant, without coercion or unreasonable influence from the Landlord. This increase may be applied at most once per twelve (12) months, regardless of the number of new tenancies. The Housing Safety Office shall investigate any report that the Tenancy was not terminated voluntarily by the Tenant, or that the Tenant was coerced or unreasonably influenced by the Landlord to terminate the Tenancy. Any tenancy in which the property owner served the tenant with a notice to quit or summons and complaint for forcible entry and detainer shall not be deemed to be a situation in which the previous tenant voluntarily terminated the tenancy.

3. *Banked Rent.* If the Landlord has banked additional rent increases, in accordance with Section 6-235 below, this banked amount, in whole or in part, may be added to the increases permitted by subsections (i) and (ii) above.
4. *Additional Rent Board Approved Increases necessary to ensure a fair return on investment.* In addition to the above rent adjustments, upon receipt of an application submitted by the Landlord, the Rent Board may approve additional rent increases necessary to ensure a fair return on investment.

To calculate what amount is necessary to ensure a fair return on investment, the Rent Board shall employ generally acceptable Maintenance of Net Operating Income methodology, and may not consider any valuation-based or capitalization-based methodology or any calculation or methodology factoring market rent or market value of the Covered Unit.

Rent board approval under this provision is intended to ensure a fair rate of return under abnormal, unexpected, or irregular circumstances, including, but not limited to, capital improvements and minor renovations, uninsured repairs, the provision of new housing services, revaluation for property tax assessment, or other unusual expenses. The Rent Board shall presume that the Allowable Increase Percentage will be sufficient to satisfy all regular increases in operating costs, routine maintenance expenses, and other normal or regular costs or expenses, allowing the Landlord to maintain a fair return on investment.

The Landlord submitting an application for an additional rent increase bears the burden of proof, including the burden of providing all necessary documentation, to demonstrate that the increase is necessary to receive a fair return on investment. Such documentation shall include, but is not limited to: historical net operating income, revenue and expenses; the costs and expenses requiring Rent board approval of an additional increase; and what portion of shared costs and expenses can be fairly attributed to each individual covered unit.

(c) At no time may a Landlord raise the rent of a Covered Unit by more than ten (10) percent. Any rent increases available to a Landlord in excess of ten (10) percent must be banked for later use.

(d) Before increasing the rent of a Covered Unit, a Landlord must send a signed document to the Tenant(s) no fewer than ninety (90) days before the effective date of the rent increase. This document must include the date on which the Tenancy began, the date on which the rent will be increased, the amount of the increase, any remaining Banked Rent that has not been included in the Rent increase, and the appropriate justifications for such a rent increase as defined in Section 6-234(b) above. Failure to provide such documentation shall be considered a violation of this Article, and any notice not containing all such documentation shall be void.

(e) Tenants, individually or collectively, who receive notice of a rent increase that they believe does not conform with this Section may file a complaint with the Housing Safety office. The Housing Safety office shall promptly investigate such complaint and take appropriate action. If, within fourteen (14) days of filing such a complaint, the notice is not rescinded by the Landlord, an appeal of said rent increase may be filed with the Rent Board. Upon receipt of the appeal, the Rent Board shall schedule a public hearing to be held no more than twenty-one (21) days after the filing of the completed appeal application. At the public hearing, the Board will consider de novo the rent charged under the existing Rental Agreement, the amount of the proposed new rent, and the factors which may or may not allow such an increase in accordance with this Article. Upon consideration of such evidence, the Board will render a decision as to whether the increased rent is allowable. An increase determined by the Board to be more than is allowed by this Article shall be considered a violation and the Board may determine the appropriate penalty for any such violation in a manner consistent with the provisions of this Code. Multiple tenants collectively alleging the same or similar violations against a single Landlord, including but not limited to a Tenants Union or members of or participants in a Tenants Union, may file their complaints or appeals collectively as a single document, and the Rent Board shall hear all such matters together as a single complaint or appeal; but notwithstanding such consolidated hearing the Rent Board may elect to issue separate decisions.

f) A landlord who is not in substantial compliance with any provision of this chapter, including but not limited to the Rent Stabilization Ordinance, may not demand, accept or retain any rent increase otherwise permitted by this section or any other provision of this Code or Maine statute.

(By Referendum, 11-3-2020; By Referendum, 11-8-2022)

Sec. 6-235. Process of banking rent increases.

If a Landlord chooses to not impose any rent increases to which they are entitled pursuant to Section 6-234 above, these increases may be banked, in whole or in part, with the annual registration required under Section 6-151. Banked increases may be used to raise the rent of Covered Units in subsequent years in addition to Rent Stabilization Allowances, subject to the limitations in Section 6-234, including that no single increase of such rent shall exceed ten (10) percent.

(By Referendum, 11-3-2020; By Referendum, 11-8-2022)

Sec. 235.1. Alternative calculation of maximum allowable rent.

At no time shall any Landlord charge Rent on a Covered Unit that exceeds the Base Rent plus any accrued increases allowed under this Ordinance, and any Landlord who charges Rent on a Covered Unit that is greater than such amount is in violation of this Ordinance. This section shall not be construed to retroactively revoke any allowable increases accrued under previous versions of this Ordinance.

(By Referendum, 11-8-2022)

Sec. 6-236. Termination of Tenancies.

(a) In order to be terminated by a Landlord, all tenancies must be terminated by providing a minimum of 90 days' written notice to Tenant except as provided below:

1. "For Cause" tenancies terminable on 7 days' notice pursuant to 14 M.R.S. § 6002(1) may be terminated in accordance with Section 6002(1);
2. Short-term rentals with a term of fewer than 30 days' are exempt from the 90-day notice period outlined herein;
3. Where a Landlord provides the amount of one month's rent as reimbursement to Tenant for the inconvenience of termination, tenancies may be terminated by notice to the Tenant of sixty (60) to eighty-nine (89) days;

4. Where a Landlord provides the amount of two months' rent as reimbursement to Tenant for the inconvenience of termination, tenancies may be terminated by notice to the Tenant of thirty (30) to fifty-nine (59) days.

(b) Reimbursement amounts outlined under subsections (a) above are lump-sum amounts payable in a single installment for the collective benefit of all tenants of a unit. Tenants are responsible for allocating the reimbursement amount among themselves.

(By Referendum, 11-3-2020; By Referendum, 11-8-2022)

Sec. 6-237. Discrimination prohibited in sale or rental of housing units.

(a) A tenant shall have the right to secure a rental housing unit without being refused that right on the basis of discrimination because of race, color, sex, sexual orientation, physical or mental disability, ancestry, national origin, or family status, pursuant to 5 M.R.S. Section 4581-A, et. seq., as amended from time to time.

(b) A landlord shall not refuse to rent or impose terms of tenancy on any tenant who is a recipient of federal, state or local public assistance, including medical assistance and housing subsidies primarily because of the individual's status as a recipient as described in 5 M.R.S. §4581-A(4), as amended from time to time.

(c) It shall be prohibited for a landlord to refuse to rent or negotiate for the rental of, or otherwise make unavailable or deny a dwelling to any tenant because of the tenant's source of income or because of the requirements of any program providing the source of income;

(d) It shall be prohibited for or a landlord to refuse to participate in or comply with any federal, state, or local requirements of a tenant-based rental assistance program, including, but not limited to the following:

1. Refusing to allow inspections of a dwelling by the public housing authority or other entity administering a tenant-based rental assistance program.

2. Refusing to make reasonable repairs necessary for the dwelling to meet the housing quality standards of the tenant-based rental assistance program; such repairs will be considered reasonable if they do not substantially alter or change the housing unit or do not require repairs substantially different from those that would be required to bring the rental unit into compliance with the Maine Warranty of Habitability Act or local building or housing codes applicable for new construction.
3. Refusing to complete any necessary paperwork, including but not limited to such documents as the Request for Tenancy Approval form, the Housing Assistance Payments Contract, and the Tenancy Addendum or applicable General Assistance forms; and
4. Refusing to provide information required by the public housing authority or other entity administering the source of income or tenant-based rental assistance program.

(e) It shall be prohibited for a Landlord to refuse to rent or negotiate for the rental of, otherwise make unavailable or deny, a dwelling to a Tenant, retaliate against, or otherwise discriminate against a Tenant because the Tenant, or a Tenants Union on behalf of the Tenant, has complained or initiated a complaint or appeal to assert the Tenant's rights or interests under this Ordinance, or because the Tenant is a member of or participates in a Tenants Union. There is rebuttable presumption that any adverse action by the Landlord, including but not limited to forcible entry and detainer, was commenced in retaliation against the Tenant if, within six months prior to the commencement of the adverse action the Tenant, or a Tenants Union on behalf of the Tenant, complained or initiated a complaint or appeal to assert the Tenant's rights or interests under this Ordinance.

(By Referendum, 11-3-2020; By Referendum, 11-8-2022)

Sec. 6-238. Notice of ordinance to tenants.

(a) The Planning Department or its designee shall create and make available on the City's publicly accessible web site a plain language document that explains the rights, responsibilities, and protections created by this Ordinance.

(b) The document referenced above shall be provided by Landlords to all Tenants in Covered Units at the commencement of the rental of the Covered Unit and shall be provided again upon any update to the document made by the City.

(c) An acknowledgement of receipt of the document described above must be signed by all Tenants, and a copy of the acknowledgement kept on file by the Landlord for at least three (3) years and made available for inspection at the request of the City of Portland.

(d) Landlords of buildings shall post a copy of the document referenced above in at least one (1) conspicuous common area within the building housing the Covered Units.
(By Referendum, 11-3-2020)

Sec. 6-239. Non-waiver of rights.

No provision of, or right conferred by, this Article may be waived by a Tenant, by agreement or otherwise, and any such waiver shall be void. Any attempt to require, encourage, or induce a Tenant to waive any provision hereof, or right hereby, shall be a violation of this Article. Nothing herein shall be construed to void any term of a Rental Agreement that offers greater rights than those conferred hereby.
(By Referendum, 11-3-2020)

Sec. 6-240. Enforcement and remedies.

Any violation of this Article is considered a civil infraction; all such violations, including any penalty determined to be appropriate by the Rent Board, shall be enforced pursuant to the Portland City Code Chapter 1, §1-15. Violations of this Article, including enforcement of penalties for all such violations, shall be given the highest enforcement priority by the City.
(By Referendum, 11-3-2020; By Referendum, 11-8-2022)

Sec. 6-241. Limitation of Liabilities

(a) Nothing in this Article shall be interpreted to contravene the general laws of the State of Maine.

(By Referendum, 11-3-2020; By Referendum, 11-8-2022)

Sec. 6-242. Severability.

The provisions of this Article are severable. If any of its provisions are held invalid by act of a court of competent jurisdiction, all other provisions of this Article shall continue in full force and effect.
(By Referendum, 11-3-2020)

Sec. 6-243. Tenants Unions.

(a) Any Tenants Union shall have standing as a party to assert the rights or interests of any Tenants, individually or collectively, under this Chapter in any complaint, appeal, or other proceeding brought before the Housing Safety Office, the Rent Board, or the Superior Court in an appeal from any final decision under this Chapter in accordance with Rule 80B of the Maine Rules of Civil Procedure.

(b) The Housing Safety Office shall create a registration form and accept the registration of Tenants Unions representing Tenants with rights and interests under this Chapter. Such registration shall include the name, telephone number, and e-mail address of a principal contact for the Tenants Union. The Housing Safety Office shall maintain and publish a list of Tenants Unions registered under this section, including contact information, for use by Tenants wishing to join or contact a Tenants Union. Nothing in this Section shall be construed to require a Tenants Union to register with the City. The City shall be prohibited from requesting, collecting, maintaining or publishing the names of individual Tenant members of any Tenants Union.
(By Referendum, 11-8-2022)

Sec. 6-244. - Sec. 6-249. Reserved.

ARTICLE XIII. RENT BOARD

Sec. 6-250. Creation; composition.

There shall be a Rent Board of seven (7) members. Members of the Rent Board shall be residents of the city and shall not be officers or employees of the city or any of its agencies or departments.

Two (2) members shall be appointed to fill at-large seats, and may reside in any part of the city. The remaining five (5) members shall be comprised of one member from each of the five (5) city council districts with the highest concentration of Rental Units. Should the location of said city council districts

be changed, the districts of Rent Board members shall change to mirror such changes.

The City shall take reasonable steps, but is not required, to appoint to the Rent Board with no more than three (3) landlords and at least three (3) tenants.
(By Referendum, 11-3-2020 By Referendum, 11-8-2022)

Sec. 6-251. Appointment; terms.

The members of the Rent Board shall be appointed by the Mayor, subject to the approval of the City Council for terms of three (3) years. Such members shall serve until their successors are duly appointed and qualified. Such terms shall be staggered so that the terms of not more than three (3) members shall expire in any calendar year.
(By Referendum, 11-3-2020 By Referendum, 11-8-2022)

Sec. 6-252. Vacancies.

Permanent vacancies on the Rent Board shall be filled by the City Council, in the same manner as other appointments hereunder, for the unexpired term of the former member.
(By Referendum, 11-3-2020)

Sec. 6-253. Removal of members.

Any member of the Rent Board may be removed for cause by the City Council at any time; provided, however, that before any such removal, such member shall be given an opportunity to be heard in his or her own defense at a public hearing.
(By Referendum, 11-3-2020)

Sec. 6-254. Compensation.

Members of the Rent Board shall serve without compensation.
(By Referendum, 11-3-2020)

Sec. 6-255. Chair and vice-chair.

(a) The members of the Rent Board shall annually elect one (1) of their number as chair to preside at all meetings and hearings and to fulfill the customary functions of that office, and another of their number as vice-chair. The chair may administer oaths. The chair shall have the right, upon request, to designate any person or organization as a specially interested

party for purposes of offering evidence and conducting cross-examination at hearings.

(b) In the absence of the chair, the vice-chair shall act as chair and shall have all the powers of the chair. The vice-chair shall have such other powers and duties as may from time to time be provided by the rules of the Rent Board.

(By Referendum, 11-3-2020)

Sec. 6-256. Staff secretary; minutes, public records.

The Housing Safety Office shall designate a member of its staff to serve as staff secretary of the Rent Board and attend all its proceedings. The staff secretary shall keep the minutes of the proceedings of the Board, showing the vote of each member on every question, or his or her absence or failure to vote, and shall maintain the permanent records and decisions of all board meetings, hearings and proceedings, and all correspondence of the board, as required by statute. Such records shall be public records open to inspection during working hours upon reasonable notice.

(By Referendum, 11-3-2020)

Sec. 6-257. Quorum and necessary vote.

As to any matter requiring a hearing, no business shall be transacted by the Rent Board without a quorum, consisting of four (4) members being present. The concurring vote of at least four (4) members shall be necessary to authorize any action by the Board. If less than a quorum is present, the hearing may be adjourned from time to time for a period not exceeding three (3) weeks at any one time. The staff secretary shall notify in writing all members of the date of the adjourned hearing and shall notify such other interested parties as may be directed in the vote of adjournment.

(By Referendum, 11-3-2020)

Sec. 6-258. Meetings, hearings, and procedures.

(a) Regular meetings of the Rent Board shall be held at the call of the chair or as provided by the rules of the board. Special meetings shall be called by the chair at the request of any three (3) members of the Board or at the request of the city council. All meetings and hearings of the board shall be open to the public.

(b) The Rent Board shall adopt its own rules of procedure for the conduct of its business not inconsistent with the statutes of the state and this article. Such rules shall be filed with the staff secretary and with the city clerk. Any rule so adopted which relates solely to the conduct of hearings, and which is not required by the statutes of the state or by this article, may be waived by the board upon good cause being shown.
(By Referendum, 11-3-2020)

Sec. 6-259. Public hearings.

Public hearings shall be held as required by the various statutes, codes, and ordinances pursuant to which matters are brought before the Rent Board and shall be conducted in accordance with relevant state law, this code, and the rules of the board.
(By Referendum, 11-3-2020)

Sec. 6-260. Record and decisions.

(a) The minutes of the staff secretary, and the transcript if one (1) is made, and all exhibits, papers, applications, and requests filed in any proceeding before the Rent Board, and the decision of the Board shall constitute the records.

(b) Every final decision of the Rent Board shall include written findings of fact, and shall specify the reason or reasons for such decision.

(c) The staff secretary shall mail notice of any decision of the Rent Board to the applicant and any designated interested parties within five (5) days of such decision.
(By Referendum, 11-3-2020)

Sec. 6-261. Conflicts.

No member of the Rent Board shall participate in the hearing or disposition of any matter in which they have an interest, as defined by 30-A M.R.S.A. § 2604(4), as amended.
(By Referendum, 11-3-2020)

Sec. 6-262. Appeals to Superior Court.

An appeal from any final decision of the Rent Board as to any matter over which it has final authority may be taken by any party or by any authorized officer or agent of the City to the

Superior Court in accordance with Rule 80B of the Maine Rules of Civil Procedure.
(By Referendum, 11-3-2020)

Sec. 6-263. Jurisdiction and authority.

In addition to the jurisdiction conferred on it by other ordinances of the City and in accordance therewith, the Rent Board shall have the following jurisdiction and authority:

(a) To hear, review, and approve or deny Landlord applications for rent increases greater than the Allowable Increase Percentage, as provided for in Section 6-234 above;

(b) To hear, review, and approve or deny Landlord applications for increases in Base Rent due to the major renovation or reconfiguration of existing Covered Units, as provided for in Section 6-234 above;

(c) To hear, review, and grant or deny complaints or appeals from Tenants, individually or collectively, regarding Rent charges or Rent increases not in compliance with the Rent Stabilization Ordinance, or other matters falling within the scope of the Rent Stabilization Ordinance, or allegations violations of Maine statute regarding the habitability of residential units; such appeals shall be heard and decided de novo;

(d) To hear, review, and approve or deny any requests from Landlords for an extension of time in which to reinstate Tenants temporarily displaced due to the Landlord's performance of necessary capital improvements to the Covered Unit and/or the building in which said unit is housed;

(e) To mediate any dispute arising between Landlords and Tenants where both parties request such mediation by submitting the landlord/tenant mediation form, as maintained and edited by the Housing Safety Office, signed by both Landlord and Tenant; all parties to such mediation must agree and shall be required to mediate in good faith; such authority to mediate disputes shall not be construed to limit the Rent Board's authority to hear, review or decide any tenant complaint or appeal without the consent of the Landlord; the Board may appoint one or more of its members, in lieu of the full Board, to mediate disputes on a rotating basis, and such mediation may be conducted outside of a public hearing, and a quorum of the Rent Board shall not be required for such mediation;

(f) To determine, in a manner consistent with the provisions of this Code, what penalties are appropriate for violations of the provisions of the Rent Stabilization Ordinance that are determined by the Rent Board;

(g) To prepare and recommend to the City Council changes and amendments to the City's Rent Stabilization Ordinance;

(h) To prepare an annual report on the state of the City's rental unit availability, which shall be presented to the City Council as part of a regularly-scheduled public hearing. This report shall include a summary of rents within each of the five (5) council districts. Such reporting may or may not be done in conjunction with similar reporting required of the City's Rental Housing Advisory Committee, as established by this Chapter;

(i) To adopt or amend, subject to approval by the City Council, such rules and regulations as are necessary to implement, or to allow for the efficient and consistent application of, the provisions of the Rent Stabilization Ordinance, including but not limited to rules and regulations governing the proceedings of the Rent Board's hearing of Landlord applications or of Tenant complaints or appeals and rules and regulations providing standard procedures and methodology for calculating the amount of rent necessary to allow the Maintenance of Net Operating Income and yield a Fair Return on Investment under various circumstances; the Board may adopt, subject to approval by the City Council, rules and regulations, including methodology, allowing the Housing Safety Office or a hearing officer to review Landlord applications and to complete standard calculations in order to provide for or facilitate an expeditious process and efficient consideration by the Rent Board; Rules and Regulations adopted pursuant to this authority, and any amendments thereto, shall become effective only when approved by the City Council, and shall be kept on file in the Housing Safety Office;

(j) To initiate changes and amendments to the city's Rent Stabilization Ordinance.

(By Referendum, 11-3-2020; By Referendum, 11-8-2022)

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 14 RE: PEDESTRIAN ACTIVITIES DISTRICT (PAD) OVERLAY ZONE**

WHEREAS, based on the findings, conclusions, recommendations, and other information provided in the Planning Board Report to City Council dated August 18, 2025, which is incorporated herein by reference, as well as the testimony, public comment, and other information submitted to the City Council, at the public hearing held on September 3, 2025, the City Council adopts the findings and conclusions in the Planning Board Report and finds that the below referenced amendments to Chapter 14 of the City's Code of Ordinances is pursuant to and consistent with the City's Comprehensive Plan;

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

That Chapter 14, Article 8, is hereby amended to read as follows, on the following pages:

8.1 PEDESTRIAN ACTIVITIES DISTRICT (PAD) OVERLAY

8.5.1 Purpose and applicability

The purpose of the Pedestrian Activities District (PAD) Overlay is to ensure that key areas within the City, as identified on the PAD Overlay Zone map (Figure 8-H), are maintained as active, walkable, pedestrian-oriented activity centers. As such, the overlay requires that street-level frontages within those areas identified on the PAD Overlay Zone map should be occupied with active uses as identified in this section. Buildings located within the areas identified on the PAD Overlay Zone map shall comply with the Vacant Commercial Properties Ordinance, as outlined in Chapter 6, Article XIV of the City Code.

8.5.2 Use restrictions

- A. Within the PAD Overlay Zone, a minimum of 75% of the street level frontage, measured as a percentage of total building length excluding areas of vehicular and pedestrian egress, and any mechanical or electrical equipment rooms servicing the building, shall consist of the uses specified below. Such uses shall occupy a minimum of 40 feet in depth, measured from the street facing façade of the building.
1. Bars
 2. Cultural facilities
 3. General services
 4. Governmental uses
 5. Hotels
 6. Low-impact industrial, provided that only retail sales of products produced on site, or eating and drinking

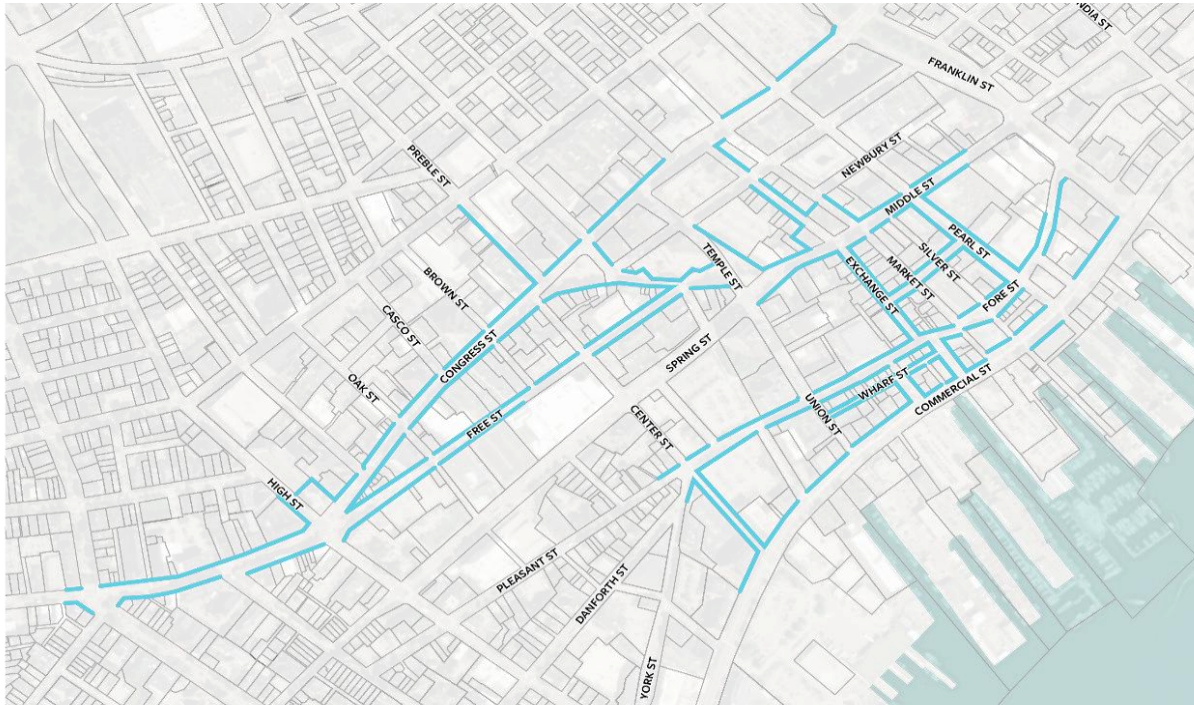


FIGURE 8-H: PEDESTRIAN ACTIVITIES DISTRICT (PAD) OVERLAY



areas shall be located within the required active use area.

7. Restaurants, including food preparation areas visually oriented toward the street.
 8. Retail
 9. Specialty food services, provided that only retail sales of products produced on site, or eating and drinking areas shall be located within the required active use area.
 10. Studios for artists and craftspeople.
 11. Theaters and performance halls, provided that only ticket and refreshment sales, lobbies, lounges and entrances shall be located within the required active use area.
 12. Other uses may be allowed, provided the applicant can demonstrate to the Building Authority that the proposed use is substantially similar to a use listed above and will generate pedestrian interest and activity.
- B. First floor windows shall be transparent with uses visible from the public right-of-way.
- C. For buildings that have frontage on more than one street located within the PAD overlay zone, the above requirements apply to each frontage. In no event shall any required active use area be used for storage or service entrances, including loading docks, dumpsters and compactors, except as provided in Subsection 8.5.4.

8.5.3 Conditional uses

Any use permitted in the B-3 zone may be authorized as a conditional use subject to the floor area and transparency requirements of Subsection 8.5.2, provided that the Planning Authority shall be substituted for the Board of Appeals as the reviewing authority. Such uses shall meet the general conditional use standards of Section 6.5.2, and the following conditions and standards:

- A. The applicant shall prove by competent evidence (including but not limited to reliable documentation of advertising, real estate brokerage efforts, and other sales mechanisms) that the space has been actively marketed, and, in the case of new construction, available for permitted uses in the PAD Overlay Zone for a period of six months and that it has been unable to market the space for a permitted use in accordance with Subsection 8.5.2.
- B. The Planning Authority may impose reasonable conditions concerning the design, appearance, use, and extent of use of the space along the street frontage to ensure maximum pedestrian compatibility and interest.
- C. Notwithstanding the above, the Planning Authority may authorize a reduction in the percentage of required ground floor pedestrian-oriented uses where the physical limitations of an existing building so require. Any such reduction shall be the least necessary to provide relief and shall include mitigating design factors.

8.5.4 Exceptions

For buildings that have 40 feet or less of frontage on a street within the PAD Overlay Zone, the ground floor area requirements for permitted uses under Subsection 8.5.2 shall be reduced to 50% of the frontage where required to accommodate a service entrance. For buildings that have frontage on more than one street located within a PAD Overlay Zone, only one such frontage shall be permitted to reduce the required active use area to 50% of the frontage

PLANNING BOARD REPORT TO CITY COUNCIL PORTLAND, MAINE



Pedestrian Activities District (PAD) Overlay Zone
Chapter 14 - Text Amendment
Applicant: City of Portland

Submitted to:	Mayor Dion & the City Council	From:	Portland Planning Board
1st Read Date:	August 25, 2025	Date:	August 18, 2025
2nd Read Date:	September 3, 2025		

I. INTRODUCTION

The Planning Board held a public hearing for a proposed text amendment on July 8, 2025. They continued the hearing to their July 22, 2025 meeting, where the Board unanimously voted (6-0; Silk absent) to recommend the City Council adopt the following text amendment to the Land Use Code:

- Amend the text of Article 14, Section 8.5.1 to include a reference to the proposed Vacant Commercial Properties Ordinance, which will be an element of Chapter 6 of the Code of Ordinances.

Because the Vacant Commercial Properties Ordinance is proposed to be geographically tied to an element of the City's zoning, the Land Use Code must be amended to include a reference to the ordinance within the PAD Overlay Zone.



Figure 1: Pedestrian Activities District (PAD) Overlay Map

II. PLANNING BOARD REVIEW & DELIBERATION

The Planning Board held a Public Hearing over the course of two meetings (July 8, 2025; July 22, 2025). Following its review, the Board determined the proposal to be consistent with *Portland's Plan 2030*, the City's Comprehensive Plan. Board deliberations focused on several key topics, including how the new ordinance would be integrated with the existing Land Use Code, expanded comprehensive plan analysis, a potential conflict in vacancy timelines between the PAD Overlay and the proposed Vacant Commercial Properties Ordinance, and clarification of what 'temporary art guidelines' means within the proposed ordinance.

During deliberations, the Board questioned why the Vacant Commercial Properties Ordinance applied after three months of vacancy, while the PAD Overlay provisions began at six months. The Board expressed concern that three months of vacancy was too short a timeframe for property owners to secure a tenant and strongly recommended aligning the ordinance with the PAD Overlay requirements by extending the period to six months. This change would align the two ordinances, simplifying compliance for applicants and improving oversight and enforcement for staff. The Board also suggested relocating the reference to the Vacant Commercial Properties Ordinance within the PAD Overlay from the "Uses" subsection to the "Purpose and Applicability" subsection. Staff agreed with both recommendations, and the ordinance was revised accordingly: the vacancy period was extended to six months, and the reference was moved to the "Purpose and Applicability" subsection. With these changes, the Board found the proposed text amendment to be consistent with the Comprehensive Plan.

III. PROPOSED TEXT AMENDMENT

Below is the proposed text amendment to Section 8.5.1 Pedestrian Activities District (PAD) Overlay. Please see attachment A for the full draft amendment to Article 8.

Section 8.5.1:

The purpose of the Pedestrian Activities District (PAD) Overlay is to ensure that key areas within the City, as identified on the PAD Overlay Zone map (Figure 8-H), are maintained as active, walkable, pedestrian-oriented activity centers. As such, the overlay requires that street-level frontages within those areas identified on the PAD Overlay Zone map should be occupied with active uses as identified in this section. Buildings located within the areas identified on the PAD Overlay Zone map shall comply with the Vacant Commercial Properties Ordinance, as outlined in Chapter 6, Article XXX of the City Code.

IV. COMPREHENSIVE PLAN CONSISTENCY

Amendments to zoning require a determination of consistency with Portland's Comprehensive Plan, *Portland's Plan 2030*. The proposed text amendment aligns with several key goals of the Plan, as outlined below. These elements were considered by the Planning Board in its recommendation to the City Council.

Portland's Plan 2030 and the PAD Overlay Zone purpose statement include numerous goals and strategies that support the City's objective of promoting and maintaining active street-level uses to enhance the vibrancy of Downtown and reinforcing the center (downtown) as the regional hub for arts and culture and economic growth. At the heart of *Portland's Plan 2030*, are six interconnected themes which together, constitute a Vision Statement for the City. The linked structure of the Vision Statement conveys the connectedness of the themes and the subjects that comprise the Plan. Ultimately, the goals and implementation strategies described in the Comprehensive Plan are intended to support the Vision Statement. The six interconnected themes are: Equitable; Sustainable; Dynamic; Secure; Authentic; Connected.

The Vision Statement provides the foundation for focusing City policies and priorities for gauging success. In terms of authenticity, dynamism, and security, the Vision Statement highlights that vibrant arts and cultural life will

continue to be central to Portland's identity and that we will embrace innovation in order for our community to thrive. Further, the uniqueness and integrity of our neighborhoods will be maintained and enhanced and that we will maintain our character through preservation, innovation, and excellence in design for the built environment.

From an economic development policy standpoint, the Comprehensive Plan acknowledges that Portland's exceptional urban form is integral to the health of its economy. It speaks to the City's compact, walkable downtown and vibrant neighborhood centers being among its key competitive advantages and that a lively and active urban environment remains central to attracting tourists, full-time residents, and the businesses that serve them. Moreover, the geography of Portland's commercial activity is dynamic and multi-nodal, with the Old Port and the Arts District, both components of Downtown, continuing to serve as strong magnets for business and tourism.

Portland's Plan 2030 further outlines the City's economic development vision and emphasizes the importance of fostering a business climate that expands job opportunities and supports long-term economic well-being. At the same time, it underscores that Portland's unique *quality of place*, including its character, culture, and physical environment, is a cornerstone of its current and future success. A key goal of the plan is to emphasize the role of the arts, leveraging them as a central element of the city's identity. It also highlights the importance of ensuring access to arts and culture for all residents and that creative design, public art, and placemaking be incorporated wherever possible to enhance aesthetic value. Additionally, the plan emphasizes the principle of *Reinforcing the Center*, maintaining and enhancing commercial and entrepreneurial activity throughout the city, while recognizing that Downtown Portland remains the heart of the region's cultural, economic, and civic life. The plan affirms that Downtown should continue to be a primary center of activity for the broader region.

The Commercial Vacancy Ordinance is aligned with these goals. Its intent is to promote public welfare, economic development, and urban vibrancy by encouraging the display of creative artwork in vacant street-level commercial spaces within the PAD Overlay Zone. This overlay was created specifically to activate key commercial corridors in Downtown Portland. By establishing a mechanism to incentivize property owners to temporarily activate vacant storefronts with temporary artistic installations, the ordinance supports visually engaging, active street-level environments complementing the uniqueness and integrity of Downtown. At the same time, it provides short-term opportunities for local artists to showcase their work, reinforcing the creative economy and strengthening Portland's cultural identity. In doing so, the ordinance directly advances the Comprehensive Plan's goals related to downtown vibrancy, economic development, and the integration of arts and culture into the city's-built environment.

Specific strategies this amendment is advancing in *Portland's Plan 2030*:

1. Economy Chapter
 - a. Encourage innovation and enrich the creative economy
 - i. *Capitalize on the potential of temporary measures, activities, and uses to support and the new projects in the city, and explore models for incorporating changes in policy in an incremental and scalable way.*
 - b. Emphasize arts and culture
 - i. *Leverage arts and culture as a central element of Portland's distinct quality of place*
 - ii. *Support access to arts and culture for all residents*
2. Recreation and Open Space Chapter
 - a. Develop uniqueness
 - i. *Incorporate creative design, public art, and placemaking wherever possible to enhance aesthetic*

value.

3. Land Use Framework
 - a. Reinforce the Center
 - i. *Portland's Plan embraces the principle that downtown should continue to be a predominant locus of activity for the broader region.*

V. PUBLIC COMMENT

During the Planning Board's review, 13 written public comments were submitted, included in attachment B. The majority of the comments were in opposition of the proposed Vacant Commercial Properties Ordinance but one comment was in support of the ordinance.

VI. PLANNING BOARD RECOMMENDATION

The Planning Board considered the proposed zoning text amendment at a hearing on July 22, 2025. After deliberation, and on the basis of staff reports, public testimony, and review of applicable policies and application materials, the Planning Board unanimously voted (6-o; Silk absent) to find that the following text amendment is consistent with the Comprehensive Plan and recommended adoption to the City Council:

Section 8.5.1:

The purpose of the Pedestrian Activities District (PAD) Overlay is to ensure that key areas within the City, as identified on the PAD Overlay Zone map (Figure 8-H), are maintained as active, walkable, pedestrian-oriented activity centers. As such, the overlay requires that street-level frontages within those areas identified on the PAD Overlay Zone map should be occupied with active uses as identified in this section. Buildings located within the areas identified on the PAD Overlay Zone map shall comply with the Vacant Commercial Properties Ordinance, as outlined in Chapter 6, Article XXX of the City Code.

VII. ATTACHMENTS

- A. Draft Zoning Amendment to the Pedestrian Activities District (PAD) Overlay Section 8.5
- B. Public Comments

8.1 PEDESTRIAN ACTIVITIES DISTRICT (PAD) OVERLAY

8.5.1 Purpose and applicability

The purpose of the Pedestrian Activities District (PAD) Overlay is to ensure that key areas within the City, as identified on the PAD Overlay Zone map (Figure 8-H), are maintained as active, walkable, pedestrian-oriented activity centers. As such, the overlay requires that street-level frontages within those areas identified on the PAD Overlay Zone map should be occupied with active uses as identified in this section. Buildings located within the areas identified on the PAD Overlay Zone map shall comply with the Vacant Commercial Properties Ordinance, as outlined in Chapter 6, Article XXX. of the City Code.

8.5.2 Use restrictions

- A. Within the PAD Overlay Zone, a minimum of 75% of the street level frontage, measured as a percentage of total building length excluding areas of vehicular and pedestrian egress, and any mechanical or electrical equipment rooms servicing the building, shall consist of the uses specified below. Such uses shall occupy a minimum of 40 feet in depth, measured from the street facing façade of the building.
1. Bars
 2. Cultural facilities
 3. General services
 4. Governmental uses
 5. Hotels
 6. Low-impact industrial, provided that only retail sales of products produced on site, or eating and drinking

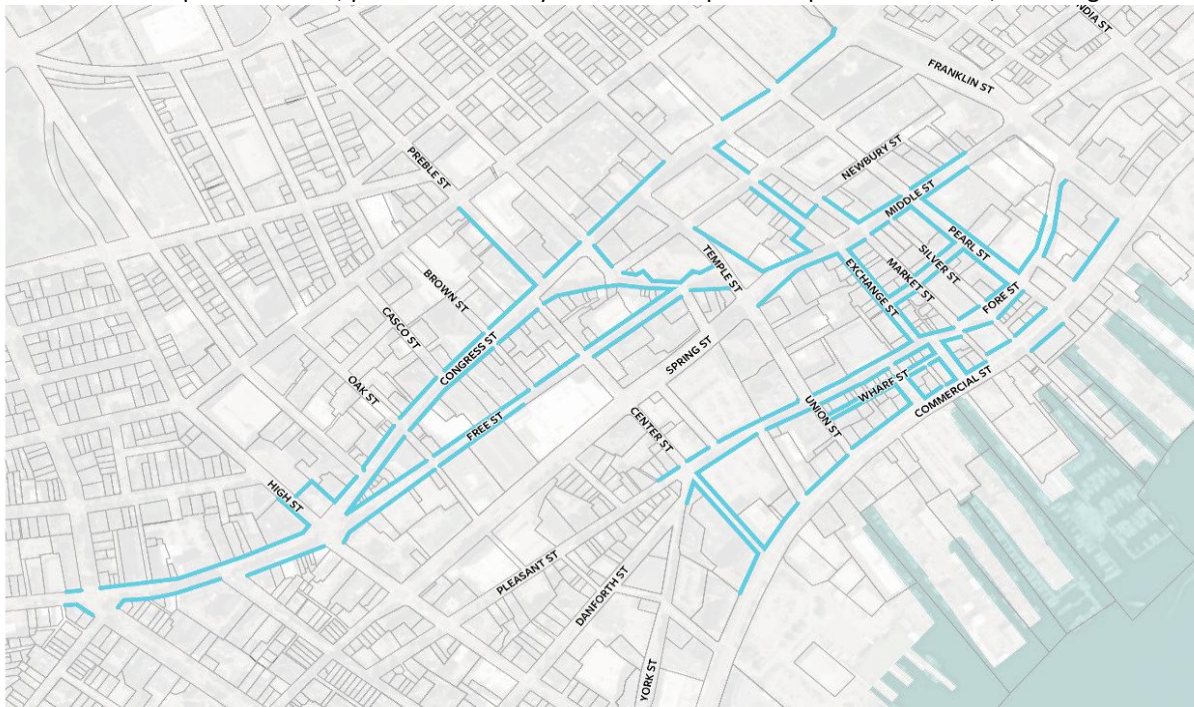


FIGURE 8-H: PEDESTRIAN ACTIVITIES DISTRICT (PAD) OVERLAY



- areas shall be located within the required active use area.
7. Restaurants, including food preparation areas visually oriented toward the street.
 8. Retail
 9. Specialty food services, provided that only retail sales of products produced on site, or eating and drinking areas shall be located within the required active use area.
 10. Studios for artists and craftspeople.
 11. Theaters and performance halls, provided that only ticket and refreshment sales, lobbies, lounges and entrances shall be located within the required active use area.
 12. Other uses may be allowed, provided the applicant can demonstrate to the Building Authority that the proposed use is substantially similar to a use listed above and will generate pedestrian interest and activity.
- B. First floor windows shall be transparent with uses visible from the public right-of-way.
- C. For buildings that have frontage on more than one street located within the PAD overlay zone, the above requirements apply to each frontage. In no event shall any required active use area be used for storage or service entrances, including loading docks, dumpsters and compactors, except as provided in Subsection 8.5.4.

8.5.3 Conditional uses

Any use permitted in the B-3 zone may be authorized as a conditional use subject to the floor area and transparency requirements of Subsection 8.5.2, provided that the Planning Authority shall be substituted for the Board of Appeals as the reviewing authority. Such uses shall meet the general conditional use standards of Section 6.5.2, and the following conditions and standards:

- A. The applicant shall prove by competent evidence (including but not limited to reliable documentation of advertising, real estate brokerage efforts, and other sales mechanisms) that the space has been actively marketed, and, in the case of new construction, available for permitted uses in the PAD Overlay Zone for a period of six months and that it has been unable to market the space for a permitted use in accordance with Subsection 8.5.2.
- B. The Planning Authority may impose reasonable conditions concerning the design, appearance, use, and extent of use of the space along the street frontage to ensure maximum pedestrian compatibility and interest.
- C. Notwithstanding the above, the Planning Authority may authorize a reduction in the percentage of required ground floor pedestrian-oriented uses where the physical limitations of an existing building so require. Any such reduction shall be the least necessary to provide relief and shall include mitigating design factors.

8.5.4 Exceptions

For buildings that have 40 feet or less of frontage on a street within the PAD Overlay Zone, the ground floor area requirements for permitted uses under Subsection 8.5.2 shall be reduced to 50% of the frontage where required to accommodate a service entrance. For buildings that have frontage on more than one street located within a PAD Overlay Zone, only one such frontage shall be permitted to reduce the required active use area to 50% of the frontage

**Pedestrian Activities District (PAD) Overlay
Chapter 14 - Land Use Code Text Amendment
City of Portland, Applicant**

Submitted to: Portland Planning Board Public Hearing Date: July 22, 2025 Date Prepared: July 18, 2025	Prepared by: Andrew Graminski Planning & Development Review Manager
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I. INTRODUCTION

This memo addresses the Planning Board's inquiries regarding the proposed text amendment to the City's Pedestrian Activities District (PAD) Overlay Zone. The Planning Board continued this item from its July 8, 2025, meeting to the July 22, 2025, meeting. At the July 8th meeting, the Planning Board discussed several key points concerning the proposed text amendment:

- Why does the proposed Commercial Vacancy Ordinance need to be tied to the Land Use Code?
- The need for more information on a section of the proposed Commercial Vacancy Ordinance that references temporary art guidelines.
- If the commercial vacancy ordinance is to be tied to the PAD overlay, should the text referencing compliance with the commercial vacancy ordinance be located within Section 8.5.2 (Use restrictions)?
- The use of a different timeline for the commercial vacancy ordinance, which goes into effect after three months of vacancy, and Sec. 8.5.3.A, which permits any permitted use allowed within the B-3 zone to be permitted as a conditional use within the PAD overlay after a period of six months of vacancy.
- The need for additional comprehensive plan analysis within the report to better support the proposed text amendment.

Since the July 8th meeting, staff have taken several actions to address the Board's inquiries. The reference to the Commercial Vacancy Ordinance was relocated to Section 8.5.1 (Applicability) of the PAD Overlay. Staff also expanded on the previous comprehensive plan analysis to better demonstrate how the comprehensive plan is supportive of the proposed amendments. Furthermore, Corporation Counsel confirmed the necessity of a zoning reference within Chapter 14 for the Commercial Vacancy Ordinance.

Staff have attached an updated draft of the Vacant Commercial Properties Ordinance as Attachment B. We've highlighted all changes in yellow for reference.

Here's a summary of the revisions:

- The applicability section now refers exclusively to the PAD Overlay Zone.
- The definition of "vacant property" has been refined to exclude new buildings by adding "previously occupied."
- Both the definition of "vacant property" and fee commencements now begin at 6 months instead of 3 months.

- We've refined the definition of "temporary art" to specify that it refers to 2-D art installed by the City, and we've removed the previous reference to guidelines.
- A waiver condition for temporary art now specifies that the City will install it.

To view the backup material from the July 8, 2025 Planning Board meeting please use the following [link](#).

II. PROPOSED TEXT AMENDMENT

Below is the proposed text amendment to Section 8.5 Pedestrian Activities District (PAD) Overlay. Please see attachment A for the full draft amendment to Article 8.

Section 8.5.1:

The purpose of the Pedestrian Activities District (PAD) Overlay is to ensure that key areas within the City, as identified on the PAD Overlay Zone map (Figure 8-H), are maintained as active, walkable, pedestrian-oriented activity centers. As such, the overlay requires that street-level frontages within those areas identified on the PAD Overlay Zone map should be occupied with active uses as identified in this section. Buildings located within the areas identified on the PAD Overlay Zone map shall comply with the Vacant Commercial Properties Ordinance, as outlined in Chapter 6, Article XXX. of the City Code.

III. COMPREHENSIVE PLAN ANALYSIS

A. Note on the Planning Board's Scope of Analysis

While the proposed Commercial Vacancy Ordinance would be codified in Chapter 6 of the City Code of Ordinances, and is not subject to a formal finding of consistency with *Portland's Plan 2030*, it is being implemented in tandem with a zoning text amendment to the Pedestrian Activities District (PAD) Overlay Zone, which is located in Article 8 of the Land Use Code, and considered zoning. Any amendment to the land use code must be found to be consistent with the adopted comprehensive plan.

The purpose of this proposed text amendment is to establish an applicable geography within which the Commercial Vacancy Ordinance would apply. While the Planning Board is not being asked to formally recommend adoption of the Commercial Vacancy Ordinance itself, the Board's finding of consistency should acknowledge its relationship to the proposed zoning text amendment to the PAD Overlay Zone. In doing so, the Board should consider how the ordinance supports the overlay zone's purpose of promoting active, engaging ground-floor uses, and enhancing the pedestrian experience in downtown Portland, consistent with the goals and strategies outlined in *Portland's Plan 2030*.

B. Discussion of Consistency

Portland's Plan 2030 and the PAD Overlay Zone purpose statement include numerous goals and strategies that support the City's objective of promoting and maintaining active street-level



Figure 1: Comprehensive Plan Vision Statement

uses to enhance the vibrancy of Downtown and reinforcing the center (downtown) as the regional hub for arts and culture and economic growth. At the heart of *Portland's Plan 2030*, are six interconnected themes which together, constitute a Vision Statement for the City. The linked structure of the Vision Statement conveys the connectedness of the themes and the subjects that comprise the Plan. Ultimately, the goals and implementation strategies described in the Comprehensive Plan are intended to support the Vision Statement. The six interconnected themes are: Equitable; Sustainable; Dynamic; Secure; Authentic; Connected.

The Vision Statement provides the foundation for focusing City policies and priorities for gauging success. In terms of authenticity, dynamism, and security, the Vision Statement highlights that vibrant arts and cultural life will continue to be central to Portland's identity and that we will embrace innovation in order for our community to thrive. Further, the uniqueness and integrity of our neighborhoods will be maintained and enhanced and that we will maintain our character through preservation, innovation, and excellence in design for the built environment.

From an economic development policy standpoint, the Comprehensive Plan acknowledges that Portland's exceptional urban form is integral to the health of its economy. It speaks to the City's compact, walkable downtown and vibrant neighborhood centers being among its key competitive advantages and that a lively and active urban environment remains central to attracting tourists, full-time residents, and the businesses that serve them. Moreover, the geography of Portland's commercial activity is dynamic and multi-nodal, with the Old Port and the Arts District, both components of Downtown, continuing to serve as strong magnets for business and tourism.

Portland's Plan 2030 further outlines the City's economic development vision and emphasizes the importance of fostering a business climate that expands job opportunities and supports long-term economic well-being. At the same time, it underscores that Portland's unique *quality of place*, including its character, culture, and physical environment, is a cornerstone of its current and future success. A key goal of the plan is to emphasize the role of the arts, leveraging them as a central element of the city's identity. It also highlights the importance of ensuring access to arts and culture for all residents and that creative design, public art, and placemaking be incorporated wherever possible to enhance aesthetic value. Additionally, the plan emphasizes the principle of *Reinforcing the Center*, maintaining and enhancing commercial and entrepreneurial activity throughout the city, while recognizing that Downtown Portland remains the heart of the region's cultural, economic, and civic life. The plan affirms that Downtown should continue to be a primary center of activity for the broader region.

The Commercial Vacancy Ordinance is aligned with these goals. Its intent is to promote public welfare, economic development, and urban vibrancy by encouraging the display of creative artwork in vacant street-level commercial spaces within the PAD Overlay Zone. This overlay was created specifically to activate key commercial corridors in Downtown Portland. By establishing a mechanism to incentivize property owners to temporarily activate vacant storefronts with temporary artistic installations, the ordinance supports visually engaging, active street-level environments complementing the uniqueness and integrity of Downtown. At the same time, it provides short-term opportunities for local artists to showcase their work, reinforcing the creative economy and strengthening Portland's cultural identity. In doing so, the ordinance directly advances the Comprehensive Plan's goals related to downtown vibrancy, economic development, and the integration of arts and culture into the city's-built environment.

Specific strategies this amendment is advancing in *Portland's Plan 2030*:

-
1. Economy Chapter
 - a. Encourage innovation and enrich the creative economy
 - i. *Capitalize on the potential of temporary measures, activities, and uses to support and the new projects in the city, and explore models for incorporating changes in policy in an incremental and scalable way.*
 - b. Emphasize arts and culture
 - i. *Leverage arts and culture as a central element of Portland's distinct quality of place*
 - ii. *Support access to arts and culture for all residents*
 2. Recreation and Open Space Chapter
 - a. Develop uniqueness
 - i. *Incorporate creative design, public art, and placemaking wherever possible to enhance aesthetic value.*
 3. Land Use Framework
 - a. Reinforce the Center
 - i. *Portland's Plan embraces the principle that downtown should continue to be a predominant locus of activity for the broader region.*

IV. PUBLIC COMMENT

Since the July 8, 2025 meeting, one public comment has been submitted, which was in support of the amendment.

V. RECOMMENDATION

Based upon the analysis provided within Section III of this report relative to the proposed text amendment to Article 8 of the Land Use Code, and its intersection with the proposed Commercial Vacancy Ordinance, staff recommends that the Planning Board recommend to the City Council, adoption of the proposed zoning text amendment to the PAD Overlay Zone as drafted, based upon its consistency with the goals and policies of *Portland's Plan 2030*.

VI. PROPOSED MOTION

*On the basis of material provided in this report dated July 18, 2025, public testimony, and other information provided during the Planning Board's review process and at the July 22, 2025 public hearing, the Planning Board finds that the proposed amendments to Section 8.5 of the land use code **[are / are not]** consistent with the City of Portland's comprehensive plan and therefore **[recommends / does not recommend]** adoption of said amended land use code to the City Council.*

VII. ATTACHMENTS

- A. Draft Zoning Amendment to the Pedestrian Activities District (PAD) Overlay Section 8.5
- B. Updated Draft Vacant Commercial Properties Ordinance, Chapter 6, Section 6-XXX

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 17 RE: FUGITIVE COAL DUST**

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

- 1. That Sections 140 through 143 of the Portland City Code
Chapter 17 is hereby amended to read as follows:*

Chapter 17 OFFENSES, MISCELLANEOUS PROVISIONS*

Art. XI. Facial Recognition Technology, §§ 17-130--17-138

Art. XII. Ending Fugitive Coal Dust, §§ 17-140--17-143

ARTICLE XII. ENDING FUGITIVE COAL DUST

Sec. 17-140. Purpose

The purpose of this article is to protect the citizens of
the City of Portland from the public health threat of fugitive
coal dust.

Industrial-scale coal storage is dangerous. 45,000 tons of
coal are delivered, handled and stored in open-air piles along
the Portland waterfront every year. This open-air coal pile sits
within 1 mile of 3 schools and 3 health centers. Buildings
located near the open-air coal piles are covered in visible
layers of dangerous fugitive coal dust. Coal dust exposure is
linked to increased rates of cancers as well as lung and heart
disease. The economic harm to public health and property from
open air coal piles is substantial. Estimates suggest that coal
deliveries, handling and storage on Portland's waterfront

results in approximately \$11,000,000 in health and property damages annually (\$20 per month per ton delivered). Despite the absence of any public coal-fired power plants in Maine, these local costs persist. There are no local, state or federal laws regulating fugitive coal dust to effectively protect our community from exposure to these risks and damages. This ordinance limits the risks of fugitive coal dust by requiring a permanent covering and ultimately prohibiting coal delivery, handling and storage.

Sec. 17-141. Definitions

For the purposes of this Article, the following terms have the following meanings:

Coal: Any sedimentary deposit of mined carbon-based fuel and including anthracite, bituminous, subbituminous and lignite coal.

1 Ton of Coal: A pile of coal with a weight of 2,000 pounds, or a short ton. With respect to volumetric estimates for the coal: 1 ton of coal represents 1/2,000th of an acre-foot of anthracite, 1/1800th of an acre-foot of bituminous, 1/1,770th of an acre-foot of subbituminous and 1/1,750th of an acre-foot of lignite coal where 1 acre = 43,560 feet² and 1 foot' of water = 62.6 pounds.

Delivery: Transportation by means of marine vessel, truck, trailer or rail from an outside source to the destination within Portland, Maine.

Handling: Manipulating a coal pile by truck, tractor, or shovel, including driving on a coal pile, moving the coal, depositing the coal for delivery, transferring the coal and treating the coal with natural or synthetic materials or liquids. Handling also includes moving coal from one place to another including, but not limited to, dropping it by shovel from a marine vessel or pile into a hopper, truck, or open train car.

Storage: Maintaining a pile of coal in place for greater than 1 day's duration.

City of Portland: All of the land within the boundaries of the City, including, without limitation, the Waterfront Development Growth Area, and all other portions of the shore and coastline abutting the boundaries of the City.

Sec. 17-142. Ending Fugitive Coal Dust.

Any and all industrial coal delivery, handling, and storage of more than one ton of coal in the City of Portland must occur under a permanent covering starting January 1, 2027. The covering must meet industry standards and best management practices to contain emissions of fugitive coal dust in a safe and effective manner. Commencing January 1, 2030, no coal delivery, handling or storage of coal in an amount greater than 1 ton will be permitted in the City of Portland to end fugitive coal dust.

Sec. 17-143. Enforcement.

The City's Code Enforcement Officers shall have the primary responsibility for enforcement of this Article. Any individual or entity who fails to comply with this regulation Article after January 1, 2027 is subject to a monthly fine of \$3 per ton for every ton over 1 ton of coal that is delivered, handled and or stored in violation of this Article. Fines collected will be deposited into the Portland Climate Action Fund to support the One Climate Future initiative.

Say no to Coal

Samuel Dahlin dahlinsm@gmail.com via portlandmaine.gov
Tue, Aug 19, 10:07 AM (6 days ago)
to publiccomment

Hello, I am writing to encourage you to support the ordinance by Coal Free Portland to cover the coal pile and end coal storage by 2030

Thanks
Samuel Dahlin
Portland, ME

In Support of Ordinance to Make Portland Coal-Free

Elizabeth Davidson davidson.elizabeth.a@gmail.com via portlandmaine.gov
Tue, Aug 19, 10:20 AM (6 days ago)
to publiccomment

Hello,

I am writing in support of the proposed ordinance to cover the 45,000-ton industrial coal pile in the West End and end coal storage in Portland completely.

Coal storage and transport spreads coal dust, which is known to worsen air quality and cause respiratory and cardiac health issues. Dust visibly accumulates on our West End neighbors' cars and windowsills, making this issue undeniable in our city. This pile is the only remaining coal storage in New England with no plans to close.

Air quality in the city gets worse every year, and while we can't control all sources of pollution such as smoke from wildfires, we absolutely can make a plan to eliminate coal storage-related pollution. I urge support for this ordinance.

Thank you,
Elizabeth Davidson

Coal-free Portland

'Cooper Morrow' via Public Comment
Tue, Aug 19, 11:14 AM (6 days ago)
to publiccomment@portlandmaine.gov

Hello,

I'd like to add my voice that uncovered piles of coal should not reside in the city of Portland. While I am for all of them being removed, we must begin with the largest ones first since \$197 worth of air pollution costs are incurred per ton. Making a 45,000 ton pile of coal in the city limits uncalled for and hazardous to our health.

Thank you,

Cooper Morrow
04103

West End Coal Pile

Rosanne Graef rgraef68@gmail.com via portlandmaine.gov
Tue, Aug 19, 11:55 AM (6 days ago)
to publiccomment

Dear Mayor Dion and City Councilors,

Please show your commitment to a healthier Portland by adopting the Coal-Free Portland referendum language directly without wasting time and money by sending the question out to the voters.

Thank you for your time and efforts to make Portland a cleaner and safer place to live.

Sincerely,

Rosanne Graef
30A Salem Street

End the Coal Pile

Paula Georges paula.georges@gmail.com via portlandmaine.gov
Tue, Aug 19, 12:22 PM (6 days ago)
to publiccomment

Dear City Councilors,

Please vote to end the last coal pile in Maine. The coal pile's dust is a serious health hazard. It has been well documented that coal dust can aggravate asthma, and it's a pollutant that Portland can be free of with your action to vote no on the coal pile.

Thank you.

Paula Georges
166 Pleasant Ave

No to Coal!

Francesca Galluccio-Steele cesca.gs@gmail.com via portlandmaine.gov
Tue, Aug 19, 2:12 PM (6 days ago)
to publiccomment

Dear Counsel Members,

I live nearby to the "coal pile" and would very much like to see it removed. It makes no sense to continue storing this unsafe product so nearby to residences! Please vote to ban the coal pile!

Thank you for your consideration,

Francesca Galluccio-Steele
22 Clifford Street
Portland, Maine 04202
Sent from my iPhone

Coal pile

'Bruce Wood' via Public Comment
Tue, Aug 19, 4:33 PM (6 days ago)
to publiccomment

Dear Councilor,

Coal is a dirty energy source that has no place in Portland, especially as a static, dusty pile. Please either ban such storage within the city limits or require that a permanent structure be built to fully enclose the coal pile. No Portland resident should be required to breathe coal dust.

Bruce Wood
607 Chandler's Wharf
Portland, ME 04101

Support Coal Free Portland

'rona' via Public Comment

Fri, Aug 22, 2:48 PM (3 days ago)

to publiccomment@portlandmaine.gov

please work to mitigate Portland's large coal pile.

thank you.

Rona and Bill Shriner