

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



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

CITY COUNCIL MEETING - SEPTEMBER 15, 2025

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

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

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

<https://portlandme.portal.civicclerk.com/event/7613/media>

PLEDGE OF ALLEGIANCE:

ROLL CALL:

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

ANNOUNCEMENTS:

RECOGNITIONS:

PRESENTATIONS:

APPROVAL OF MINUTES OF PREVIOUS MEETING:

City Council Meeting Minutes-September 3, 2025

PROCLAMATIONS:

**Proclamation 5-25/26 Recognizing Batimbo United as a Cultural Treasure -
Sponsored by Mark Dion, Mayor**

**Proclamation 6-25/26 Recognizing September 15 to September 21, 2025 as Diaper
Need Awareness Week - Sponsored by Mark Dion, Mayor**

**Proclamation 7-25/26 Recognizing September 15 to October 15, 2025 as Hispanic
Heritage Month - Sponsored by Mark Dion, Mayor**

**Proclamation 8-25/26 Recognizing September 30 as the National Day of
Remembrance for U.S. Indian Boarding Schools - Sponsored by Mark Dion, Mayor**

CONSENT ITEMS:

**Order 47-25/26 Granting Municipal Officers' Approval of Argenta Brewing
Company, LLC, dba Argenta Brewing Company. Application for Class III & IV
FSE at 82 Hanover Street - Sponsored by Danielle P. West, City Manager**

Application was filed on 8/21/25. This is an upgrade of liquor classification for an existing establishment.

Order 48-25/26 Granting Municipal Officers' Approval of Schnitzer Northeast, LLC. Application for Scrap Metal Recycling License at 568 Riverside Street - Sponsored by Danielle P. West, City Manager

Application filed July 30, 2025, by Schnitzer Northeast, LLC (Radius Recycling) for renewal of its scrap metal recycling license at 568 Riverside Street. This is a renewal for an existing facility that has been in continuous operation since 2010.

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

COMMUNICATIONS:

Communication 4-25/26 Consolidated Annual Performance and Evaluation Report (CAPER) for HUD-funded Programs - Mary Davis

The Consolidated Annual Performance and Evaluation Report (CAPER) outlines accomplishments and expenditures within a given program year for HUD-funded programs including CDBG, ESG, and HOME. This required report is presented to Housing and Urban Development (HUD) no later than 90 days after the program year ends on June 30. Although there is a 15-day public comment period for this report, no council action is required.

The CAPER is a companion to the Annual Action Plan, which is presented for Council action annually in April or May. The Annual Action Plan lists the activities and actions the City plans to take throughout a program year, while the CAPER reports on those actions. Although the CAPER technically represents only a specific program year, the expenditures listed may represent several program years, as some activities (such as construction or development) may not be completed within the program year in which it was awarded.

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

UNFINISHED BUSINESS:

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. It received its first reading on August 25 and was postponed on September 3. Five affirmative votes are required for passage after public comment.

Order 46-25/26 Approving Agreement Between the State of Maine Department of Transportation and the City of Portland RE: Pedestrian Crossing Improvements on West Commercial Street - Sponsored by Danielle P. West, City Manager

This project is part of MaineDOT's Locally Administered Project (LAP) Program. The City of Portland DPW will administer the project and pays 10 percent of the estimated cost. By signing the partnership agreement, it enables MaineDOT and DPW to proceed with the project and obligates the City to pay for 10% of the original estimated project cost; the City share for this initial phase of design work is estimated to be \$17,078.30. The MaineDOT, using state and federal funding, will be paying \$153,704.70.

This item must be read on two separate days. It received its first reading on September 3. Five affirmative votes are required for passage after public comment.

ORDERS:

Order 48-25/26 Accepting and Appropriating \$118,184 in Health and Wellness Grant Funding from the Maine Department of Public Safety for the Portland Police and Fire Departments - Sponsored by Danielle P. West, City Manager

This item accepts and appropriates \$118,184 from the State of Maine for public safety health and wellness screenings. The State of Maine Supplemental Budget 2024-2025 included funding to establish a pilot program for the purpose of reimbursement for wellness visits or specialized cardiac and metabolic screenings that specifically address the physical or mental health effects experienced by public safety employees.

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

Order 49-25/26 Approving the Collective Bargaining Agreement Between the City of Portland and Labor & Trades, AFSCME Local 481-00 - Sponsored by Danielle P. West, City Manager

This item approves a negotiated successor collective bargaining agreement between the City of Portland and Labor & Trades, AFSCME Local 481-00 for the period of July 1, 2025, through December 31, 2027. This proposal is presented after previously receiving guidance from the City Council executive sessions held on January 13, March 31, and July 28, 2025, and after having been approved by Labor & Trades, AFSCME Local 481-00.

This item must be read at two separate meetings. This is its first reading.

Order 50-25/26 Accepting and Appropriating a \$22,500 Donation from the Estate of Louise Adams to the Portland Fire Department - Sponsored by Danielle P. West, City Manager

In her last will and testament, Louise Adams left \$22,500 from her estate to the Portland Fire Department as an appreciation gift for the work they do. If accepted, the Fire Department will use these funds for the establishment of a conference room at Central Station.

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

Order 51-25/26 Accepting and Appropriating a \$400 Donation from Marianne Tapp to the Portland Fire Department - Sponsored by Danielle P. West, City Manager

This \$400 donation from Marianne Tapp of will be allocated to Portland Fire Department, East Deering Station Engine 11, to recognize their dedicated service to the Ashton Gardens community. The funds will be used to purchase food, coffee, personal equipment, and station supplies for the crew of Engine 11.

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

EXECUTIVE SESSION:

ADJOURNMENT:

UNAGENDA ITEMS - MOVED FROM THE FLOOR

Resolve 2-25/26 Condemning Nontransparent Federal Immigration Enforcement Tactics, Reaffirming Commitment to Constitutional and Community Safety Principles, and Directing Further Review of Proactive Local Response Measures - Sponsored by Regina Phillips, City Councilor and Pious Ali, City Councilor

This is the only text that will be visible in the agenda, and should be no more than 1-2 paragraphs in length. If there has been committee action, list that as a first sentence. Please do not include read/vote requirements – this language will be added by Legal/City Manager's offices.

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=bjHvOixYFFy9JjdZq5FbpqabKd8pDa.1>

PLEDGE OF ALLEGIANCE:

Mayor Dion led all present in the Pledge of Allegiance.

ROLL CALL:

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

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

Councilors Absent: Councilor Fournier

*Councilor Pelletier joined at 5:03pm

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

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

Joey Burnelle (Pine Street), Ron Chrisman (Ward 4), George Rheault (Hanover Street)

ANNOUNCEMENTS:

Mayor Dion opened the floor for Council Announcements. The following made an announcement:

Councilor Bullett, Councilor Sykes

RECOGNITIONS:

PRESENTATIONS:

APPROVAL OF MINUTES OF PREVIOUS MEETING:

City Council Meeting Minutes-August 25, 2025

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

Passage: 8-0 (Councilor Fournier absent)

PROCLAMATIONS:

Proclamation 2-25/26 Recognizing September 12 to September 21, 2025 as Welcoming Week - Sponsored by Mark Dion, Mayor

Councilor Phillips read Proclamation 2-25/26 Recognizing September 12 to September 21, 2025, as Welcoming Week into the record.

Proclamation 3-25/26 Recognizing September 15 to September 21, 2025 National Rehabilitation Awareness Week - Sponsored by Mark Dion, Mayor

Mayor Dion read Proclamation 3-25/26 Recognizing September 12 to September 21, 2025, as National Rehabilitation Awareness Week into the record.

Proclamation 4-25/26 Recognizing September 2025 as African Heritage Month - Sponsored by Mark Dion, Mayor

Councilor Ali read Proclamation 4-25/26 Recognizing September 2025 as African Immigrant Heritage Month into the record.

APPOINTMENTS:

Order 39-25/26 Confirming the Appointment of Mary Christie as Associate Corporation Counsel - Sponsored by Michael Goldman, Corporation Counsel

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

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

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

CONSENT ITEMS:

Order 40-25/26 Declaring October 5, 2025 the 34th Annual Maine Marathon, Half Marathon & Relay Festival - Sponsored by Danielle P West, City Manager

Orders 40-25/26 through Orders 45-25/26 were all read and passed as consent items.

Public comment was taken on all orders together.

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

Passage: 8-0 (Councilor Fournier Absent)

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

Order 41-25/26 Granting Municipal Officers' Approval of Watami Old Port Corp., dba Watami. Application for Class I FSE with Outdoor Dining on Private Property at 230 Commercial Street - Sponsored by Danielle P. West, City Manager

Orders 40-25/26 through Orders 45-25/26 were all read and passed as consent items.

Public comment was taken on all orders together.

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

Passage: 8-0 (Councilor Fournier Absent)

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

Order 42-25/26 Granting Municipal Officers' Approval of Duoro LLC, dba Duoro LLC. Application for Class I FSE at 110 Thames Street, Suite A - Sponsored by Danielle P. West, City Manager

Orders 40-25/26 through Orders 45-25/26 were all read and passed as consent items.

Public comment was taken on all orders together.

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

Passage: 8-0 (Councilor Fournier Absent)

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

Order 43-25/26 Granting Municipal Officers' Approval of Tripp Lake Hospitality Inc, dba Abbiocco. Application for Class I FSE with Outdoor Dining on Private Property at 634 Forest Avenue - Sponsored by Danielle P. West, City Manager

Orders 40-25/26 through Orders 45-25/26 were all read and passed as consent items.

Public comment was taken on all orders together.

Motion was made by Councilor Michniewicz and seconded by Councilor Ali for passage.
Passage: 8-0 (Councilor Fournier Absent)
Mayor Dion opened the floor for public comment. No one spoke.

Order 44-25/26 Granting Municipal Officers' Approval of Sandstorm LLC, dba Rising Tide Brewing Company. Application for Class I FSE at 103 Fox Street - Sponsored by Danielle P. West, City Manager

Orders 40-25/26 through Orders 45-25/26 were all read and passed as consent items.
Public comment was taken on all orders together.
Motion was made by Councilor Michniewicz and seconded by Councilor Ali for passage.
Passage: 8-0 (Councilor Fournier Absent)
Mayor Dion opened the floor for public comment. No one spoke.

Order 45-25/26 Granting Municipal Officers' Approval of TPBB Inc, dba Tomaso's Pizza & Burger Bar. Application for Indoor Entertainment at 51 Wharf Street - Sponsored by Danielle P. West, City Manager

Orders 40-25/26 through Orders 45-25/26 were all read and passed as consent items.
Public comment was taken on all orders together.
Motion was made by Councilor Michniewicz and seconded by Councilor Ali for passage.
Passage: 8-0 (Councilor Fournier Absent)
Mayor Dion opened the floor for public comment. No one spoke.

COMMUNICATIONS:

Communication 3-25/26 Staff Update re: Revitalization of Congress Street Corridor - Greg Jordan, Assistant City Manager

Danielle West (City Manager) provided Communication 3-25/26 Staff Update Re: Revitalization of Congress Street Corridor.
As a communication ,no formal action is required.

RESOLUTIONS:

Resolve 1-25/26 Approving Ecomaine Revenue Bond Financing - Sponsored by Danielle P. West, City Manager

Motion was made by Councilor Ali and seconded by Councilor Michniewicz for passage.
Passage: 8-0 (Councilor Fournier absent)
Mayor Dion opened the floor for public comment. The following individuals spoke:
George Rheault (Hanover Street), Mayor Dion,

UNFINISHED BUSINESS:

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

Motion was made by Councilor Sykes and seconded by Councilor Bullett for passage.
Passage: 8-0 (Councilor Fournier absent)
Mayor Dion opened the floor for public comment. No one spoke.

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

Motion was made by Councilor Bullett and seconded by Councilor Phillips for passage.
Passage: 8-0 (Councilor Fournier absent)
Mayor Dion opened the floor for public comment. The following individuals spoke:
Councilor Phillips

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

Motion was made by Councilor Bullett and seconded by Councilor Pelletier for passage.
Passage: 7-1 (Councilor Sykes-Opposed) (Councilor Fournier absent)
Mayor Dion opened the floor for public comment. The following individuals spoke:
Councilor Sykes, Councilor Bullett, Ethan Hipple (Director of Parks & Recreation), Councilor Phillips, Councilor Grant

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

Motion was made by Councilor Bullett and seconded by Councilor Phillips for passage.
Passage: 8-0 (Councilor Fournier absent)
Mary Davis (Housing & Community Division Director) gave an overview of this item.
Mayor Dion opened the floor for public comment. The following individuals spoke:
George Rheault (Hanover Street), Joe McNally (Milestone Recovery), Councilor Sykes, Councilor Michniewicz, Councilor Bullett

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

Motion was made by Councilor Phillips and seconded by Councilor Ali to postpone until September 15, 2025. Passage: 8-0 (Councilor Fournier absent)
**Item postponed until September 15, 2025*

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

*Orders 36-25/26 & Order 37-25/26 were read into the record together. Public comment was taken on both orders at the same time.
Greg Watson (Director of Housing & Economic Development) & Kevin Kraft (Director of Planning) gave an overview of both items.
Mayor Dion opened the floor for public comment. The following individuals spoke:
Stephen Scharff (Brackett Street), Bev Uhlenhake (Prospect Street), George Rheault (Hanover Street), Eammon Dundon (Portland Regional Chamber)

Motion was made by Councilor Bullett and seconded by Councilor Phillips for passage, as amended. Passage: 5-3 (Councilor Ali, Councilor Phillips, Mayor Dion Opposed) (Councilor Fournier absent)

The following Councilors commented on the motion as amended: Councilor Pelletier, Councilor Michniewicz, Greg Watson (Director of Economic Development and Housing), Mayor Dion, Councilor Bullett, Councilor Phillips, Councilor Sykes, Councilor Ali, Councilor Grant, Councilor Pelletier

Motion was made by Councilor Phillips and seconded by Councilor Ali to send Order 36-25/26 back to the HEDC Committee. Motion fails: 3-5 (Councilor Grant, Sykes, Pelletier Michniewicz, Bullett Opposed) (Councilor Fournier absent)

The following Councilors commented on the motion to refer back to committee: Councilor Michniewicz, Councilor Sykes, Councilor Phillips

**Motion failed.*

The following amendments were voted on:

Motion was made by Councilor Sykes and seconded by Councilor Michniewicz to amend. Amendment titled: Sykes Amendment #1-RE: Exemption for Newly Constructed Properties. Amendment is in backup materials. Passage: 5-3 (Councilor Ali, Councilor Phillips, Mayor Dion Opposed) (Councilor Fournier absent)

The following Councilors commented on the amendment: Councilor Michniewicz, Councilor Sykes

**Amendment Passed.*

Motion was made by Councilor Sykes and seconded by Councilor Michniewicz to amend. Amendment titled: Sykes Amendment #2-RE: Fee Schedule. Amendment is in backup materials. Passage: 5-3 (Councilor Ali, Councilor Phillips, Mayor Dion Opposed) (Councilor Fournier absent)

The following Councilors commented on the amendment: Councilor Sykes, Mayor Dion
**Amendment Passed.*

Amendment from the floor:

Motion was made by Councilor Michniewicz and seconded by Sykes to amend.

Amendment is as follows: In section 6-275(a) insert "provide and" before "install"; In the definition of temporary art in section 6-272, insert "provided and" before "installed"; Change "1-5" to "1-15" in section 6-276(b)

Passage: 5-3 (Councilor Ali, Councilor Phillips, Mayor Dion Opposed) (Councilor Fournier absent)

The following Councilors commented on the amendment: Councilor Michniewicz

**Amendment Passed.*

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

*Orders 36-25/26 & Order 37-25/26 were read into the record together. Public comment was taken on both orders at the same time.

Greg Watson (Director of Housing & Economic Development) & Kevin Kraft (Director

of Planning) gave an overview of both items.

Mayor Dion opened the floor for public comment. The following individuals spoke: Stephen Scharff (Brackett Street), Name? (Prospect Street), George Rheault (Hanover Street), Eammon Dundon (Portland Regional Chamber)

Motion was made by Councilor Sykes and seconded by Councilor Ali for passage. Passage: 7-1 (Councilor Phillips-Opposed) (Councilor Fournier absent)

ORDERS:

Order 46-25/26 Approving Agreement Between the State of Maine Department of Transportation and the City of Portland RE: Pedestrian Crossing Improvements on West Commercial Street - Sponsored by Danielle P. West, City Manager

This is first reading.

EXECUTIVE SESSION:

ADJOURNMENT:

Motion was made by Councilor Phillips and seconded by Councilor Michniewicz to adjourn. Passage 8-0 (Councilor Fournier Absent) at 7:19pm

A TRUE RECORD

Ashley Rand, City Clerk

**CITY OF PORTLAND
IN THE CITY COUNCIL**

P R O C L A M A T I O N
RECOGNIZING BATIMBO UNITED AS A CULTURAL TREASURE

- WHEREAS,** Portland, Maine, is proud to be home to a diverse and vibrant cultural community that enriches the lives of residents and visitors alike; and
- WHEREAS,** Batimbo United is a drumming ensemble that embodies the musical and spiritual traditions of Burundian culture, representing the power of rhythm, unity, and resilience; and
- WHEREAS,** Batimbo United was formed by members of Portland's Burundian community - one of the largest African immigrant communities in Maine - and has become a beacon of cultural pride and artistic excellence; and
- WHEREAS,** the ensemble's performances, marked by their powerful choreography, intricate rhythms, and hand-painted royal drums, have captivated audiences across the state and beyond, from school assemblies to major arts festivals; and
- WHEREAS,** Batimbo United promotes intergenerational connection, cultural education, and youth engagement by mentoring young drummers and welcoming community participation in both rehearsals and performances; and
- WHEREAS,** the ensemble's artistry fosters intercultural understanding and community cohesion, bringing people together across linguistic, ethnic, and geographic boundaries through the universal language of music; and
- WHEREAS,** Batimbo United continues to elevate Portland's reputation as a welcoming and inclusive city, contributing to the city's creative economy and cultural vibrancy;

NOW, THEREFORE, BE IT RESOLVED, THAT I, Mark Dion, Mayor of the City of Portland, Maine and members of the City Council do hereby recognizes Batimbo United as a Cultural Treasure, and commends the group for its outstanding contributions to the city's cultural life, artistic legacy, and communal spirit.

Signed and sealed this 15th day of September, 2025



**Mark Dion, Mayor
City of Portland**

**CITY OF PORTLAND
IN THE CITY COUNCIL**

**PROCLAMATION
RECOGNIZING
SEPTEMBER 15 - SEPTEMBER 21, 2025
AS DIAPER NEED AWARENESS WEEK 2025**

- WHEREAS,** diaper need is the condition of not having a sufficient supply of clean diapers to keep babies and toddlers clean, dry, and healthy and can adversely affect the health and well-being of babies, toddlers, and their families; and
- WHEREAS,** national surveys and research studies report a significant number of families struggles with diaper need, with many delaying changing a diaper to extend the available supply; and
- WHEREAS,** infants and toddlers go through six to 12 diapers each day during the two to three years they wear diapers; and
- WHEREAS,** diaper banks across the country saw enormous increases in demand for diapers and expanded their distribution of diapers by an average of 86 percent during the COVID-19 Pandemic; and
- WHEREAS,** a daily or weekly supply of diapers is generally an eligibility requirement for babies and toddlers to participate in child care programs and quality early-education programs that enable children to thrive and parents to work; and
- WHEREAS,** without enough diapers, babies and toddlers risk infections and health problems that may require medical attention, resulting in medical costs, destabilizing a family's economic prospects and well-being; and
- WHEREAS,** Portland is proud to be home to trusted community-based organizations that distribute diapers through various channels; and.
- WHEREAS,** the staff and volunteers at diaper banks continue to serve on the front lines of Portland's pandemic response by helping families in our communities weather the crisis while experiencing greatly increased demand for diapers due to the pandemic and economic shutdown; and
- WHEREAS,** the people of Portland recognize that diaper need is a public health issue, and that diaper banks play a critical role in supporting families and advancing our collective economic growth; and

NOW, THEREFORE, BE IT RESOLVED, THAT I, Mark Dion, Mayor of the City of Portland, Maine and the members of the Portland City Council do hereby declare September 25th to September 21st as Diaper Need Awareness Week in the city of Portland, and invite residents of Portland to thank the dedicated volunteers and staff of diaper banks for their meaningful service during this crisis, and to spread awareness of this important issue so that all of Portland's children and families can thrive and reach their full potential.

Signed and sealed this 15th day of September, 2025



**Mark Dion, Mayor
City of Portland**

**CITY OF PORTLAND
IN THE CITY COUNCIL**

P R O C L A M A T I O N
RECOGNIZING
SEPTEMBER 15TH TO OCTOBER 15TH, 2025
AS HISPANIC HERITAGE MONTH

- WHEREAS,** each year from September 15th to October 15th, America acknowledges the vital contributions of and celebrates our Hispanic/Latinx heritage; and
- WHEREAS,** the date of September 15 is significant as the anniversary of independence for Latin American countries Costa Rica, El Salvador, Guatemala, Honduras and Nicaragua. In addition, Mexico and Chile celebrate their independence days on September 16 and September 18, respectively; and
- WHEREAS,** Hispanic/Latinx Americans have written crucial chapters of our nation's history, honorably defended our country in war and built prosperity during times of peace; and
- WHEREAS,** this community runs successful businesses, teaches our next generation of leaders, and pioneers scientific and technological breakthroughs; and
- WHEREAS,** Hispanic/Latinx Americans represent an array of distinct and vibrant cultures, each of which enriches our communities in valuable ways; and
- WHEREAS,** Hispanic/Latinx leaders like César E. Chávez have marched for social justice and helped advance America's journey toward a more perfect Union; and
- WHEREAS,** there are numerous Hispanic/Latinx students in our City's schools, colleges, and adult education programs, representing one of the fastest-growing segments of our youth; and
- WHEREAS,** we are grateful for the many contributions Hispanic/Latinx American men and women and organizations like Presente Maine add to our community and the vibrancy they weave into the city of Portland;

NOW, THEREFORE, BE IT RESOLVED, THAT I, Mark Dion, Mayor of the City of Portland, Maine and members of the City Council do hereby declare September 15th to October 15th, 2025 Hispanic/Latinx Heritage Month and invite residents to exercise inclusiveness and celebrate diversity, this month and every month.

Signed and sealed this 15th day of September, 2025



**Mark Dion, Mayor
City of Portland**

P R O C L A M A T I O N
RECOGNIZING SEPTEMBER 30, 2025
AS NATIONAL DAY OF REMEMBRANCE FOR U.S. INDIAN BOARDING
SCHOOLS

- WHEREAS,** the City of Portland stands in solidarity with Maine tribal, regional, state and national governments to recognize the traumatic and harmful history of Indian Boarding Schools; and
- WHEREAS,** in 2021, over 1,200 unmarked graves were discovered at Indian Residential School sites in Canada, prompting the U.S. to confront its own history with Indian Boarding Schools; and
- WHEREAS,** the U.S. established nearly 400 Indian boarding schools through policies beginning with the Indian Civilization Act of 1819, with many operated by religious organizations or the government; and
- WHEREAS,** by 1926, it is estimated that 83% of Native American children were forcibly removed and placed in these schools; and
- WHEREAS,** the Maine Wabanaki-State Child Welfare Truth and Reconciliation Commission recognized the cultural genocide of the Wabanaki people through displacement and the violation of tribal sovereignty; and
- WHEREAS,** On September 30, 2021 Congresswoman Sharice Davids, a member of the Ho-Chunk Nation, introduced H.R.5444 - Truth and Healing Commission on Indian Boarding School Policies Act in response to the discoveries made in the United States and Canada in previous years. This commission was intended to begin the process of investigating and analyzing the records from the 408 known Indian boarding schools.
- WHEREAS,** On May 11, 2022, the first volume of the Federal Indian Boarding School Initiative Investigative report was published by the Department of the Interior indicating that more than 50 burial sites had been discovered at United States Boarding School locations. In July 2024, the second and final volume of the Investigative report was published, providing further details and recommendations for next steps to pursue healing for the Indigenous community,
- WHEREAS,** in her presentation of this volume to the public, Secretary of the Interior Debra Haaland, Laguna Pueblo, said *“The consequences of federal Indian boarding school policies — including the intergenerational trauma caused by the family separation and cultural eradication inflicted upon generations of children as young as 4 years old — are heartbreaking and undeniable”*;
- NOW, THEREFORE, BE IT RESOLVED, THAT I,** Mark Dion, Mayor of the City of Portland, and members of the City Council do hereby recognize September 30, 2025 as a Day of Remembrance for U.S. Indian Boarding Schools.

Signed and sealed this 15th day of September, 2025



Mark Dion, Mayor
City of Portland

MEMORANDUM
City Council Agenda Item

FROM:

DATE: September 3, 2025

SUBJECT: Order 47-25/26 Granting Municipal Officers' Approval of Argenta Brewing Company, LLC, dba Argenta Brewing Company. Application for Class III & IV FSE at 82 Hanover Street - Sponsored by Danielle P. West, City Manager

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

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

**Final
Action**

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

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

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

I. SUMMARY

II. AGENDA DESCRIPTION

Application was filed on 8/21/25. This is an upgrade of liquor classification for an existing establishment.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

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

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. 2025.09.15_Argenta_Council Packet
2. 2025.09.15_Argenta_Council Order

Prepared by:

Date: 09/03/2025



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

Application for Food Service Establishment with Alcoholic Beverages License

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

File or Tracking Number from BELLS application: 63201623	Date of Submission of BELLS application: 8/7/25
---	--

Business Information

Legal Business Entity Applicant Name (corporation, LLC): Argenta Brewing Company, LLC.	Business Name (D/B/A): Argenta Brewing Company	
Individual or Sole Proprietor Applicant Name(s):	Physical Location: 82 Hanover St. Suite 6, Portland, ME 04101	
If applicable, what was formerly at this location: Banded Brewing Company	Business Email Address: Ryan@argentabrewingcompany.com	
Mailing Address: 82 Hanover St. Suite 6, Portland, ME 04101	Contact Person: Ryan Dunlap	
Contact Person Phone: 7753151409	Contact Person Email: Ryan@argentabrewingcompany.com	
Manager of Establishment: Ryan Dunlap	Date of Birth: 08/14/1996	Manager Phone: 7753151409
Owner of Premises (Landlord): 82 Hanover LLC.	Address of Premises Owner (Landlord): 511 Congress Street, Suite 103Portland, ME 04101	

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

Name of Owner(s):	Date of Birth:	Residence Address:
Name of Owner(s):	Date of Birth:	Residence Address:

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

Corporate Name: Argenta Brewing Company, LLC.	Corporate Mailing Address: 82 Hanover st. Suite 6 Portland, Maine 04101		
Contact Person: Ryan Dunlap	Contact Phone: 7753151409		
Principal Officers	Title	Date of Birth	Residence Address
Ryan Dunlap	President	08/14/1996	60 Carleton st. #3 Portland, ME 04102



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

Class of Liquor License (see fee schedule): <u>Brewery, Winery and Distillery CLASS III + IV</u>		
Type of food served:	Sandwiches, snacks, and permanent on site food truck serving burgers & fries	
Please select all that will be served:	☒ Beer ☒ Wine ☐ Liquor	
Projected percentage of sales:	Generated from Food: <u>10</u> Generated from Alcohol: <u>90</u>	
Hours & days of operation:	m 4-9 Tues-thur 2-9 Friday-sat 12-9 Sun 12-8	
QUESTIONS	YES	NO
Will full-course meals, only capable of consumption with the use of tableware, be served the entire time the establishment is open?	☐	☒
If No, please explain: Sandwiches served in house with chips & other snacks are served, also food truck on site		
Is the establishment less than 300 feet from a school, dormitory, church or parish house, or similar establishment?	☐	☒
If yes, give the distance:		
Will you have entertainment on the premises? (If yes, a Supplemental Application for Entertainment is required.)	☐	☒
Will you permit dancing after 1:00 a.m.?	☐	☒
Will you have outside dining? (If yes, an Outdoor Dining Application is required)	☒	☐
If yes, will the outside dining be on: ☐ PUBLIC property or ☒ PRIVATE property		
Will you have any amusement devices (pinball, video games, juke box)?	☐	☒
If yes, please list: # of amusements: and # of pool tables:		
What is your targeted opening date? : Currently open but 8/22 for wine		
Does the Issuance of this license directly or indirectly benefit any City employee(s)?	☐	☒
If Yes, list name(s) of employee(s) and department(s):		
Have any of the applicants, including the corporation (if applicable), ever held a business license with the City of Portland?	☒	☐
If Yes, please list business name(s) and location(s): Argenta Brewing Company 82 Hanover st. Suite 6, Portland, ME 04101		
Is any principal officer under the age of 21?	☐	☒
Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of law?	☐	☒
If Yes, please explain:		

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

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

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

Signature Ryan Dunlap Title President Date 8/7/25



Argenta Brewing Company

82 Hanover st. Suite 6

Portland, ME 04101

Portland City Council

389 Congress Street

Portland, ME 04101

To the Portland City Council,

We at Argenta Brewing are applying for a Class III (Vinous) License to serve wine at our brewery located in Portland, Maine. Our goal is to expand our beverage offerings to better serve our community by providing inclusive options for all guests.

By adding wine, we hope to create a more welcoming environment for those who may not drink beer, ensuring everyone feels comfortable and included at our establishment.

Thank you for your consideration.

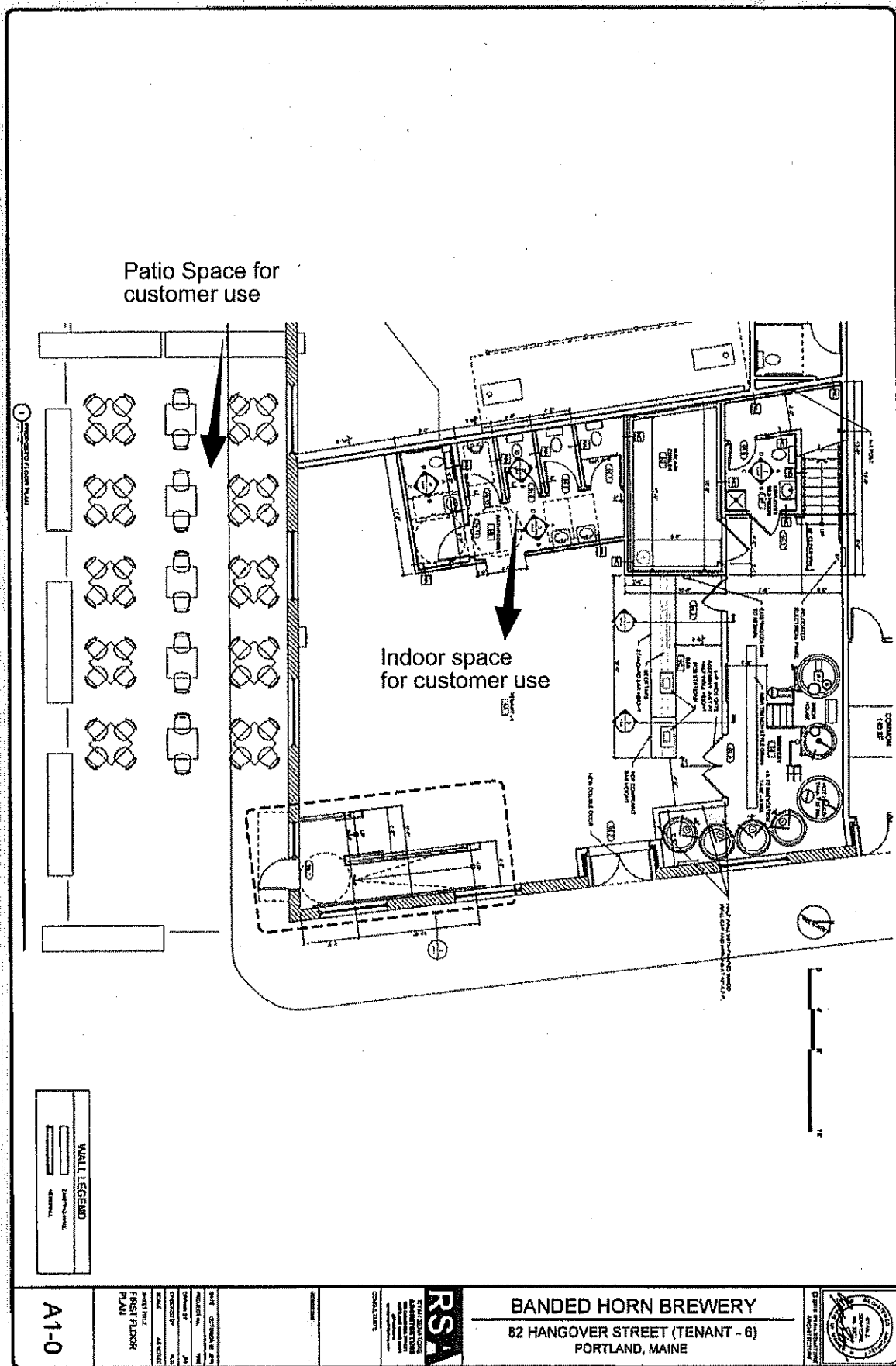
Sincerely,

Ryan A. Dunlap

President

Argenta Brewing Company

IM



ALL BURGERS MADE WITH MAINE
PASTURED BEEF
 AND LOCALLY SOURCED INGREDIENTS



Smash Burgers

THE HANK \$5
 MUSTARD, ONIONS, SOUR PICKLES, CHEESE

THE ARTIE \$5
 ADIE SAUCE, SHEET PICKLES, CHEESE

THE ARGENTA \$5
 ARGENTINA SAUCE, GRILLED ONIONS, PICKLED JALAPENO, CHEESE

THE DOUBLE BACON STACK \$20
 MAYO, LETTUCE, TOMATO, ONION, SOUR PICKLES, PEPPERJACK

THE FALAFEL ROYALE \$4
 JACOB'S CATTLE BEANS, TZATZIKI, HOT SAUCE, FEIJA

THE SEQUOIA \$14
 BLACK BEAN & MUSHROOM BURGER, GOCHUJANG, KIMCHI, CHEESE



CHOOSE FROM OUR SEASONAL MEATS, PASTURE RAISED, SELLERS OF FRESH MEAT INCREASE THE SIZE OF YOUR ORDER

Sides

SHALL: \$5 LARGE: \$8
TALLOW FRIES
 HAND CUT MAINE BROWN POTATOES

CHOPPED SALAD
 FEIJA, CUCUMBER, PEPPERONCINI

SPINACH CORN FRITTERS
 H&A RANCH

Drinks: MAINE ROOT SODAS, MAINE LOVE WATER

HOUSE SPECIALS

THE CRABBY PATTY SLIDER \$9
 MAINE CRABBLE, LETTUCE, TOMATO, SMOKE DADDY MAYO

THE NEIGHBORHOOD SWISS \$22
 LOCAL FORAGED MUSHROOMS, CARAMELIZED ONIONS, BACON, SWISS, GARLIC AIOLI

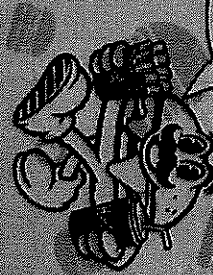
Kids

HAMBURGER \$5
 PICKLES, KETCHUP

CHEESEBURGER \$7
 PICKLES, KETCHUP, CHEESE

GRILLED CHEESE \$5
 TEXAS TOMATO, BUTTER, CHEESE

COOKIE \$3
SKY BAR \$2
DIRT & MORMS \$3



HANK & ARTIE'S
 FRESH • MAINE • FAST

ORDER HERE!



BUTTER FREE
 PICKLES
 ARE ALWAYS
 AVAILABLE

ARGENTA

BREWING COMPANY

Sandwiches

SMOKED HAM & \$13

THREE CHEESE

Ham, Cheddar, American, Gouda
on Ciabatta

MEDITERRANEAN \$14

Mozzarella, Roasted Red Pepper,
Sun-dried Tomatoes, Basil Oil
on Ciabatta

CUBANO \$15

Brisket, Ham, Swiss, Mustard, Pickles
on Ciabatta

Sandwiches are sourced from Leavitt
& Sons Deli and served hot with a bag
of Fox Family potato chips



Small Stuff

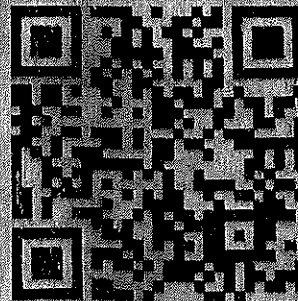
POPCORN

It's corn. It's fresh. It's free.

ON THE
HOUSE

POTATO CHIPS \$3

Fox Family Farms
Salt & Vinegar or Salt & Pepper





Zachary Lenhart <zlenhart@portlandmaine.gov>

Argenta Brewing Company_82 Hanover-Classification Upgrade

Zoning <zoning@portlandmaine.gov>

Wed, Sep 10, 2025 at 9:29 AM

To: Zoning <zoning@portlandmaine.gov>

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

Good Morning,

The legal use for Suite 106 is low impact industrial, bar and retail. Zoning approves.

Thank you,

Mac

--

Mac Coldwell

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

[Quoted text hidden]

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



September 9, 2025

Argenta Brewing Company, LLC
82 Hanover Street, Suite 6
Portland, ME 04101

Re: Approval of Argenta Brewing Company, LLC, dba Argenta Brewing Company.
Application for Class III & IV FSE at 82 Hanover Street

Dear Argenta Brewing Company, LLC:

This letter shall serve as a reminder of the public hearing before the Portland City Council on Wednesday September 15, 2025 at 5:00 p.m., for the review of application for Class III & IV FSE at 82 Hanover Street. The meeting will take place in person at Portland City Hall, in City Council Chambers on the 2nd Floor of 389 Congress Street.

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

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

Sincerely,

Zachary J. Lenhert
Licensing and Housing Safety Manager

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on September 15, 2025 at 5:00 P.M., in City Council Chambers, 389 Congress St. for approval of Argenta Brewing Company, LLC, dba Argenta Brewing Company. Application for Class III & IV FSE at 82 Hanover Street - Sponsored by Danielle P. West, City Manager



Application Copy

File Number: 83746

Job Type: New Application

LICENSE TYPE On-Premises: Wine Only	APPLICATION DATE RECEIVED 2025-08-07
SECONDARY LICENSE(S) None selected	
LICENSEE Argenta Brewing Company, LLC	LICENSEE TYPE Limited Liability Company
MANAGED BY AGENT No	
PREMISES TYPE Class A Restaurant	PREMISES NAME Argenta Brewing Company, LLC.
OPERATOR Ryan Dunlap	
PHYSICAL ADDRESS 82 Hanover st. Suite 6 Portland ME 04101	
MAILING ADDRESS 82 Hanover st. Suite 6 Portland ME 04101	
CONTACT NAME Ryan Dunlap	PREFERRED CONTACT METHOD Email
CONTACT PHONE (775) 315-1409	ALTERNATE PHONE
FAX	EMAIL ryan@argentabrewingcompany.com

QUESTIONS

On-Premises: Wine Only

1. Is your business (including any DBA) registered and in good standing with the Maine Secretary of State?

Answer "No" if you are a Sole Proprietor.

Yes

20238608DC

2. What is your expected start date?

8/22/25

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

Yes

SMB-23-106792 Argenta Brewing Company, LLC. 82 Hanover st.
Suite 6 Portland, ME 04101

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

No

5. Is the applicant/licensee an individual, partnership, or association?

No

6. Are all licensees/applicants residents of the State of Maine?

Yes

7. Is your license for a club with a membership?

No

8. Is your license application for Vessel Corporation?

No

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

Yes

5-20522

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

No

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

No

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

No

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

No

14 Do you have a manager employed?

No

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

No

(document uploaded)

16 Has any of the listed applicants, an immediate family member of an applicant, or an employed manager been denied a liquor license or had a liquor license revoked within the last 5 years?

No

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

No

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

No

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

No

20 At which address are your business records located?

82 Hanover st. Suite 6
Portland, Maine
04101

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

monday 4-9pm
Tuesday 2-9pm
wednesday 2-9pm
thursday 2-9pm
Friday & Saturday 12-9pm
Sunday 12-8pm

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

Portland High School

Address: 284 Cumberland Ave, Portland, ME 04101

Distance: 0.5 miles

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

No

24 Do you have a food menu?

Yes

(document uploaded)

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Corporate Supplemental Form	102 Supplemental Ownership Form and Affidavit.pdf	
Lease/Rental Agreement	Assignment and Assumption of Lease (1).pdf	Proof of assumption of lease
Lease/Rental Agreement	82-6 Banded Brewing Lease (1) (3).pdf	Original lease
Food Menu	H&A food.pdf	Permanent foot truck on site menu
Food Menu	Argenta Food.pdf	In House food menu
Premises Floor Plan	82Hanc-06 Banded Floorplan (3) (2).pdf	

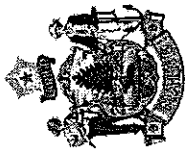
APPLICANT

Ryan Dunlap

DECLARATION

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

All information provided in this application is accurate and correct. I understand that false statements made on this application are punishable by law. Knowingly supplying false information on this application is a Class D Offense under Maine's Criminal Code, punishable by confinement of up to one year, or by monetary fine of up to \$2,000 or by both.



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

Supplemental Ownership Form

28-A M.R.S. §651

All Questions Must Be Answered Completely.

1. Company or sole proprietor legal name: Argenta Brewing Company, LLC.	2. Date of incorporation/registration: 10/24/2023	3. State of incorporation: Maine
--	--	-------------------------------------

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

Name	Date of Birth	Phone or E-mail	Address	Title	Ownership Stake (%)
Ryan Dunlap	08/14/1996	ryan@argentabrewing company.com	82 Hanover st. Suite 6, Portland, ME 04101	President	100

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

ORDER
GRANTING MUNICIPAL OFFICERS’
APPROVAL OF:

Argenta Brewing Company, LLC, dba Argenta Brewing Company. Application for Class III & IV FSE at 82 Hanover Street.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: September 3, 2025

SUBJECT: Order 48-25/26 Granting Municipal Officers' Approval of Schnitzer Northeast, LLC. Application for Scrap Metal Recycling License at 568 Riverside Street - Sponsored by Danielle P. West, City Manager

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

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

**Final
Action**

Can action be taken at a later date: No License is set to expire at the end of September 2025, and will need to be renewed in order for the facility to continue operating.

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

PRESENTATION: Staff will be available to provide a brief overview of their findings and answer any questions.

I. SUMMARY

II. AGENDA DESCRIPTION

Application filed July 30, 2025, by Schnitzer Northeast, LLC (Radius Recycling) for renewal of its scrap metal recycling license at 568 Riverside Street. This is a renewal for an existing facility that has been in continuous operation since 2010.

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

III. BACKGROUND

The property at 568 Riverside Street, located in the I-M Moderate Impact Industrial zone, has been in continuous operation as a scrap metal recycling center since 2010, when the City approved, through site plan review, its relocation from 25 Somerset Street in the Bayside Neighborhood to the property at 568 Riverside Street. The property is owned by Prolerized New England CO, LLC, and is operated by Schnitzer Northeast, LLC as Radius Recycling.

Scrap metal recycling facilities are regulated under Chapter 31 in the City of Portland Code of Ordinances, and are subject to compliance with license renewal standards, which are contained with Section 31-9. Licenses for scrap metal recycling facilities are valid for a period of up to three years, with the facility owner/operator being required to submit an application, outlining compliance with the license renewal standards, prior to the expiration of the license. Chapter 31 establishes that the Department of Planning & Urban Development is responsible for oversight of this ordinance, and therefore, the Planning Authority has prepared findings for each of the ordinance's five renewal standards, for the Council's consideration. The license was last renewed in 2022, and is due to expire at the end of September, 2025.

Additionally, scrap metal recycling facilities are also regulated at the state level by the Maine Department of Environmental Protection (DEP) Solid Waste Management Rules (including Chapters 402, 405, and 850) and the Multi-Sector General Permit (MSGP) for stormwater.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

Approval would allow the continued operation of an existing scrap metal recycling facility, permitted by right within the I-M zone, that operates in compliance with applicable environmental standards. Approval of this license renewal is consistent with the City's adopted land-use goals as established in Portland's Plan 2030, and implemented through ReCode.

V. FINANCIAL IMPACT

There is no anticipated financial impact to the City associated with this license renewal.

VI. STAFF ANALYSIS AND BACKGROUND

Staff have attached a memo (Attachment 3) outlining compliance of the renewal application with scrap metal license renewal standards, contained within Sec. 31-9.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Schnitzer Northeast Scrap Metal Recycling Renewal Sept 2025
2. 2025.09.15_Schnitzer_Council Order
3. Scrapyard License Renewal - Findings of Fact

Prepared by:

Date: 09/03/2025

* The DBA name changed
from Schnitzer Northeast
to Radius Recycling



CITY OF PORTLAND
Permitting and Inspections Department
SCRAP METAL RECYCLING FACILITIES PERMIT APPLICATION
CHAPTER 31, PORTLAND CITY CODE §31-1 et. seq.

Please check one: ☐ Corporation ☒ Non-profit org. ☐ (Sole Proprietor) ☐ Partnership ☐

Property Owner's Name: Prolerized New England Co., LLC Phone: 207-772-8329

Property Owner's Address: 69 Rover St., Everett, MA Zip 02149

*If the property is owned by more than one entity please supplement above information on an additional sheet of paper.

Business Name: Radius Recyling * Phone: 617-389-8300

Location Address: 568 Riverside Street Portland, ME Zip 04103

Mailing Address: Attn: Licensing; 10850 Gold Center Dr., STE 350 Zip 95670
Rancho Cordova, CA

Contact Person: Virginia Dye Phone: 916-858-5809

Manager of Business Joe Murphy Home Phone # 207-310-4070

Does the issuance of this license benefit any City employee? ☐ Yes ☒ No

If yes, please list name(s) of employee(s) and City Department(s):

Have applicant, partners, associates, or corporate officers ever been arrested, indicted, convicted or court martialled for any violation of law? No If yes, please explain: n/a

Have any of the applicants, including the corporation if applicable, ever held a business license with the City of Portland? ☒ Yes ☐ No. If yes, please list business name(s) and location(s):

This is a renewal applicatio: 568 Riverside St.

Is any principal officer under the age of 18? ☐ Yes ☒ No

Please list items or general type of items for sale, if any: n/a



CITY OF PORTLAND

Permitting and Inspections Department

SOLE PROPRIETOR / PARTNERSHIP INFORMATION: (if corporation, leave blank)

Name of Owner(s): _____ Date of Birth _____
Residence Zip Code _____

Name of Owner(s): _____ Date of Birth _____
Residence Zip Code _____

Name of Owner(s): _____ Date of Birth _____
Residence Zip Code _____

CORPORATE / LLC / NON-PROFIT ORGANIZATION APPLICANTS: (if sole proprietor, leave blank)

Corporation Name: _____

Corporation Mailing Address: _____ ZIP _____

Contact Person: _____ Phone Number: _____

PRINCIPAL OFFICERS: (if more space is needed, please attach a separate page)

Name Brian Souza Title President Date of Birth _____
Residence Zip Code 02818

Name _____ Title _____ Date of Birth _____
Residence Zip Code _____

Name _____ Title _____ Date of Birth _____
Residence Zip Code _____

Name _____ Title _____ Date of Birth _____
Residence Zip Code _____

Name _____ Title _____ Date of Birth _____
Residence Zip Code _____

Name _____ Title _____ Date of Birth _____
Residence Zip Code _____



CITY OF PORTLAND
Permitting and Inspections Department

Please provide the following information and check all items for which information has been submitted. **20 COPIES MUST BE SUBMITTED WITH THIS APPLICATION FOR DISTRIBUTION TO CITY DEPARTMENTS. Incomplete packets will not be accepted.**

- ☐ The maximum storage height of any piles of metal or other material.
- ☐ A map of the location of any areas on the site used for processing, preparing or storage of materials.
- ☐ A map of the location of any sand and/or gravel aquifer and/or any sand and gravel aquifer recharge area as described on the Maine Geological Survey significant aquifer map for the Portland West Quadrangle (GSM Map No. 99-11) or as mapped by a State of Maine certified geologist or other competent professional.
- ☐ A map of the location of any residences, schools, public parks, public playgrounds, public bathing beaches, churches, or cemeteries within 500 feet of the area where metal and/or materials will be stored or processed.
- ☐ A map of the boundaries of the 100-year floodplain.
- ☐ A map of any sand or gravel aquifer on or adjacent to the site as mapped by the Maine Geological Survey or by a licensed geologist.
- ☐ A map of any waterbody, watercourse or wetland on or within 300 feet of the site.
- ☐ A site plan that complies with chapter 14, section 525(b) as files for approval by the Portland Planning Department/Board.
**Please note date of site plan submission at Planning Office, 4th floor, City Hall: _____, 200☐
- ☐ Results and data from on-site and off-site soil sampling and testing, which testing complies with the Rules attached hereto.
- ☐ Results and data from on-site and off-site groundwater sampling and testing , which testing complies with the Rules attached hereto.
- ☐ A depiction of any and all screening of the site.
- ☐ Other information.
 - ☐ 1. The types of metal processed on the site.
 - ☐ 2. The types of waste handled and the average volume per year per material.

389 Congress Street, Room 307 • Portland, Maine 04101 • 207-874-8557
bl@portlandmaine.gov • www.portlandmaine.gov



CITY OF PORTLAND
Permitting and Inspections Department

- ☐ 3. A description of the protocol for handling waste and the destination to which that waste is sent.
- ☐ 4. An operations manual as described in chapter 402 of the Maine Department of Environmental Protection regulations.
- ☐ 5. Operational records as described in chapter 402 of the Maine Department of Environmental Protection regulations.
- ☐ 6. An annual report as described in chapter 402 of the Maine Department of Environmental Protection regulations.

Renewal Application

☒ If this is a renewal application, please provide evidence of annual testing completed according to the Rules attached to this application.

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

It is understood that this and any application(s) shall become public record and the applicant(s) hereby waive(s) any rights to privacy with respect thereto.

I/We, hereby waive any rights to privacy with respect thereto.

Signature <u>[Signature]</u>	Title <u>President</u>	Date _____
Planning _____		
PPD _____		License fee \$541 plus costs
Zone _____		Application fee \$45 new \$35 renewal
Taxes _____		Total Due _____
Fire _____		License Expires 9/30/ _____

389 Congress Street, Room 307 • Portland, Maine 04101 • 207-874-8557
bl@portlandmaine.gov • www.portlandmaine.gov



CREDERE ASSOCIATES, LLC

776 Main Street
Westbrook, Maine 04092
Phone: 207-828-1272
Fax: 207-887-1051

November 21, 2024

Mr. Gary Raddatz
Regional Environmental Manager
Radius Recycling
25 Sandquist Street
Concord, NH 03301

**Subject: Annual Environmental Monitoring Report – FY24
Prolerized New England Company LLC, doing business as Radius Recycling
Portland Maine Facility
568 Riverside Street
Portland, Maine 04103**

Dear Mr. Raddatz:

On behalf of Radius Recycling (Radius), Credere Associates, LLC (Credere) is submitting this report summarizing environmental monitoring activities completed between October 1, 2023, and September 30, 2024, at the Portland, Maine facility, located at 568 Riverside Street in Portland, Maine (the Site).

Environmental monitoring and inspection efforts at the Site were performed in accordance with the existing Site Operations Manual, including the facility Stormwater Pollution Prevention Plan (SWPPP) and completed to fulfill annual Maine Department of Environmental Protection (DEP) monitoring requirements under the existing Site Multi-Sector General Permit (MSGP) for Stormwater Discharge Associated with Industrial Activity (MER05C018) and the MEDEP Solid Waste Processing Facility (SWPF) license for the Site (#S-022289-WK-A-N).

ENVIRONMENTAL MONITORING REQUIREMENTS

Environmental monitoring and inspection requirements for the Site under MSGP MER05C018 and SWPF license # S-022289-WK-A-N during the FY24 monitoring period are as follows:

- Facility Inspections and Maintenance – Quarterly stormwater management facility observation/inspection events under the Site Operations Manual and SWPPP are performed to evaluate items such as general housekeeping, the condition and functionality of stormwater best management practices (BMPs), and responses to accidental spills/releases.
- Stormwater Monitoring and Analysis – Stormwater sampling is completed three times per calendar year (triannual) at outfall SW-1 and analyzed for petroleum hydrocarbons.

- Visual Monitoring and Observations – Stormwater samples are collected on a quarterly basis and visually observed for various water quality characteristics at Outfalls SW-1 through SW-3.
- Groundwater Monitoring and Analysis – Groundwater sampling of the on-Site wells (MW-1, MW-2 and MW-3) is conducted on a triennial basis (every 3 years) and was last completed in April 2023 and the next sampling event is scheduled for April 2026. As such, no groundwater sampling and analysis were completed during FY24 monitoring period.

MONITORING AND INSPECTION ACTIVITIES

MONITORING LOCATIONS

At the Radius Portland facility, stormwater outfalls associated with industrial activity include outfall SW-1 (Wet Pond) and outfall SW-3 (Loading Dock). While scrap metal recycling operations (e.g., industrial activity) are not conducted in the areas of the employee/visitor parking lot and entrance driveway located in the southeastern corner of the Site, Radius voluntarily monitors stormwater runoff at SW-2 (Bioretention Basin) along with the required outfalls SW-1 and SW-3. Site sample locations are shown on **Figure 1**

INSPECTION ACTIVITIES

Inspections and sampling should be performed during a measurable storm event, defined as a storm event which produces a measurable discharge at an outfall and occurs at least 72 hours after an earlier measurable storm event. The table below summarizes inspection activities completed during the FY24 monitoring period (2023 Q4 through 2024 Q3) at outfall monitoring locations SW-1 through SW-3. No qualifying storm events occurred in Q4 2023; therefore, no inspection activities were performed.

Activity	Year	2024		
	Quarter: Event Date:	Q4 NA	Q1 02/23/24	Q2 06/21/24
Facility Inspections		No Events	X	X
Visual Monitoring		No Events	X	X
Water Quality and Analysis at SW-1		No Events	X	X

Facility Inspections

In accordance with the Radius' Site Operations Manual and SWPPP, routine inspections are performed at the facility. This includes general facility inspections and maintenance of oil/water separator(s) (OWSs) and the settling basin by Radius, as well as comprehensive quarterly stormwater management facility inspections and monitoring by Credere.

Items evaluated by Credere during the FY24 quarterly facility inspection include:

- general housekeeping of metal processing areas
- review of spill response(s) and cleanup(s)



- presence of sediment and/or floating material(s) in settling basin and oil/water separator(s)
- presence and condition of sorbent booms
- condition and functionality of catch basin sumps, pipes and outfalls
- erosion on roadways and slopes

Field observations from quarterly inspections completed at the Site during the FY24 monitoring period are included as **Attachment A**.

Water Quality and Analysis

Analytical Sampling

Triannual stormwater samples for laboratory analysis were collected by Credere at SW-1 during three of the FY24 quarterly monitoring and inspection events (February 23, 2024, June 21, 2024, and September 26, 2024). Samples were collected directly into the laboratory-provided containers, then placed on ice and transported to Absolute Resource Associates in Portsmouth, NH, for analysis of the following analyses:

- Extractable petroleum hydrocarbons (EPH)
- Total petroleum hydrocarbons (TPH)
- Total Suspended Solids (TSS)

Field Water Quality Monitoring

During the storm events, the pH was measured at outfall SW-1. Collected field water quality data is included on **Table 1**.

Benchmarks

Analytical results and water quality monitoring were compared to Maine MSGP Sector N Benchmarks.

Visual Monitoring

In accordance with the Radius' Site Operations Manual, grab samples were collected in a clear 1-liter Imhoff Cone container for visual compliance monitoring. Samples were assessed for the following characteristics:

- | | | |
|-------------------|--------------------|-------------|
| • Foam | • Settled solids | • Clarity |
| • Floating solids | • Odor | • Oil sheen |
| • Color | • Suspended solids | |

Samples were obtained during a measurable storm event, defined as one which produces a measurable discharge at an outfall that occurs at least 72 hours from an earlier measurable storm event. Historical weather data prior to stormwater monitoring events is summarized below:



Event ID	Event Date	Runoff type	Rainfall Amount (in)	Previous Rainfall Event (with runoff)
Q4-23	No qualifying storm events			
Q1-24	02/23/24	Rain	0.19	02/16/24
Q2-24	06/21/24	Rain	0.54	06/15/24
Q3-24	09/26/24	Rain	0.49	09/21/24

Note: historical weather data for the Portland International Jetport weather station obtained from Weather Underground - <https://www.wunderground.com/history/daily/us/me/portland/KPWM>.

Observations made at locations SW-1, SW-2, and SW-3 during the FY24 visual monitoring events were recorded on field data forms, provided in **Attachment A**.

SUMMARY OF FINDINGS

Facility Inspections

In general, observations recorded during quarterly observation and monitoring events did not identify significant deficiencies related to routine maintenance or housekeeping or areas of MSGP non-compliance where corrective action was initiated.

The following observations were made by Credere during the FY24 monitoring period related to routine facility maintenance and/or housekeeping are provided below:

- Sorbent booms placed in the concrete settling basin were generally observed floating on the water surface and appeared to be satisfactory in color, indicating that the booms are replaced often.
- Catch basins near the Site entrance and loading dock were draining freely but contained debris; filter inserts prevent material and debris from falling into catch basins.
- A sheen was observed near the heavy equipment attachment area and in the northwest corner of the metal processing area

Sheens observed during inspection were addressed by Site personnel using absorbent pads as part of housekeeping practices.

Stormwater Sampling Results

Stormwater analytical monitoring results for outfall location SW-1 over the last six (6) years (between 2019 and 2024) are summarized in **Table 1**. All analytical results were detected below the benchmark Sector N of the Maine MSGP for all three 2024 sampling events; pH measurements were also within the range of the benchmark Sector N of the Maine MSGP. Copies of analytical laboratory reports for analytical samples collected during the FY24 monitoring period are provided in **Attachment B**.

Stormwater Visual Monitoring

Visual monitoring conducted during the FY24 monitoring period showed samples from the SW-1 were clear and no tint with a slight sulfur odor in Q1, clear and brown tint with no odor in Q2, and clear and no tint in Q3 monitoring event. SW-2 was observed to be cloudy and pale brown in color



during Q1 and Q3, and clear and pale brown in Q2. SW-3 was observed to clear in Q1 and Q2 and cloudy and pale brown in Q3. Field data forms are provided in **Attachment A**.

CONCLUSIONS

Stormwater observation and monitoring by Credere and routine maintenance by Radius was performed during the FY24 monitoring period to satisfy the requirements of the SWPPP, SWPF license and the Maine MSGP. Findings reported from samples collected meet compliance requirements and are consistent with historical results from previous stormwater monitoring events at the facility.

RECOMMENDATIONS

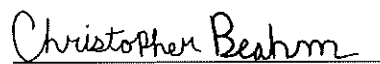
Based on observations made during quarterly inspection events completed during the FY24 monitoring period, Credere recommends the following efforts be completed:

- Maintain regular removal of floating materials/debris and replacement of sorbent booms within the concrete settling basin.
- Regularly inspect and remove debris from filters over catch basins.
- Any sheen or minor spill should be cleaned up when observed.

The Radius Portland team acknowledged the recommendations and they continue to regularly maintain the conditions in the sedimentation channel, drain inlet protections, and respond to clean up oil spill locations on the concrete pad immediately.

If you have any questions or comments regarding this submittal, please do not hesitate to contact me at (207) 766-1473 or via e-mail at cbeahm@crederellc.com.

Sincerely,
Credere Associates, LLC



Christopher Beahm
Environmental Scientist/Project Manager

cc: Rande McDonald, MEDEP, Bureau of Remediation and Waste Management
Stacia Hoover, MEDEP, Bureau of Water Quality
Catherine Ellis, City of Portland – Department of Public Works

Attachments:

Figure 1 – Site Location Plan

Table 1 – Stormwater Monitoring Results 2019-2024

Attachment A – Field Forms – Quarterly Observation and Monitoring Events

Attachment B – Laboratory Reports



FIGURE 1

SITE LOCATION PLAN



TABLE 1

SUMMARY OF STORMWATER MONITORING RESULTS
2019-2024



ATTACHMENT A

**FIELD FORMS – QUARTERLY OBSERVATION AND
MONITORING EVENTS**



ATTACHMENT B
LABORATORY REPORTS



FIGURE 1
SITE LOCATION PLAN



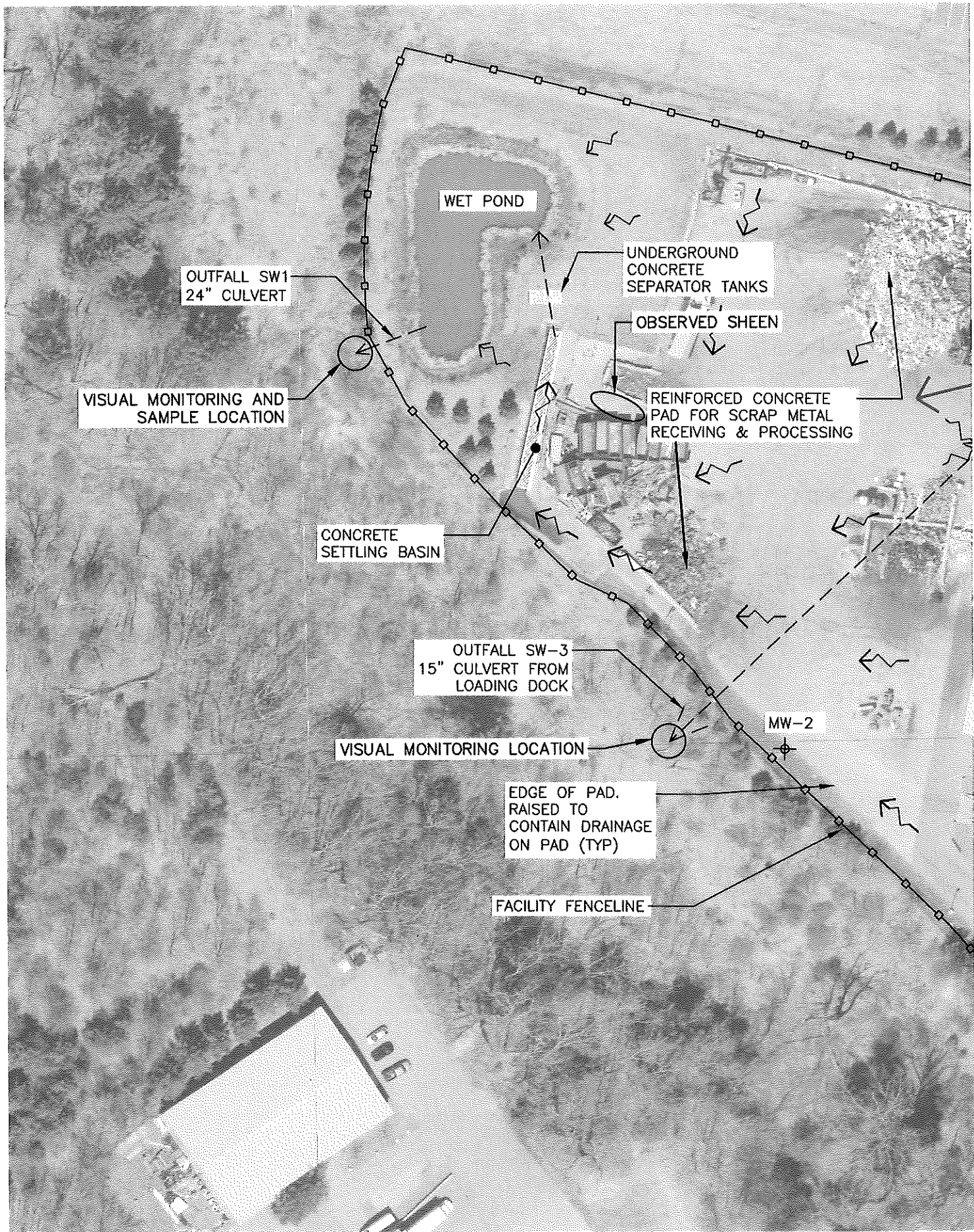


TABLE 1

SUMMARY OF STORMWATER MONITORING RESULTS

2019-2024



TABLE 1

STORMWATER MONITORING RESULTS 2019-2024

PROLERIZED NEW ENGLAND COMPANY LLC

DOING BUSINESS AS RADIUS RECYCLING

PORTLAND, ME

DATE	28-May-19	23-Oct-19	2019 Average	13-Mar-20	29-Jun-20	30-Sep-20	2-Jan-21	2020 Average	18-Mar-21	9-Jul-21	2021 Average	5-Jul-22	31-Aug-22	16-Dec-21	2022 Average	14-Mar-23	13-Jan-23	18-Sep-23
PARAMETER	SW-1	SW-1		SW-1	SW-1	SW-1	SW-1++		SW-1	SW-1		SW-1	SW-3	SW-1	SW-1	SW-1	SW-1	SW-1
Water Quality																		
pH (SU)	NA	NA	NC	NA	NA	NA	NA	NC	NA	NA	NC	NA	NA	NA	NA	NC	NA	NA
Total Suspended Solids (mg/L)	NA	NA	NC	NA	NA	NA	NA	NC	NA	NA	NC	ND	NA	ND	ND	NC	ND	NA
Petroleum Hydrocarbons (mg/L)																		
EPII	C11-C12 AROMATICS	NS	NC	NS	NS	NS	NS	NC	NS	NS	NC	NS	NS	NS	NS	NC	NS	NS
	C19-C36 ALIPHATICS	NS	NS	NC	NS	NS	NS	NC	NS	NS	NC	NS	NS	NS	NS	NC	NS	NS
	TPH	1.41	0.62	1.02	1.04	0.684	0.376	1.52	0.45	1.06	0.76	0.675	0.642	0.728	0.760	0.721	0.590	0.440

Notes:
 1 = Maine December 2016 Maine Multi-Sector General Permit (6-SSGP) Sector N Monitoring Benchmarks. Benchmark levels listed in milligrams per liter (mg/L). TSS = Total Suspended Solids.
 SU = Standard Units
 mg/L = Milligrams per liter
 SW = Stormwater Sample Location
 SW-1 = Wet Paved Outlet
 SW-2 = Culvert discharge from bioretention basin
 SW-3 = Culvert discharge from loading dock drain
 NA = Not Analyzed. Results from 4 consecutive quarterly events reported below benchmarks. Visual monitoring performed.
 ++ = 2022 Average TPH value does not consider analytical results from SW-3.
 ++ = Sample represents runoff flowing over impervious surfaces but used for industrial purposes on 12/31/20. Facility closed between 1/1/2021 and 1/2/2021. N/A = Not Measured.
 NS = Not Sampled.
 ND = Not Detected above laboratory reporting limit.
 NC = Not Calculated.
 Bold Exceeds laboratory reporting limit.

Black shading with white text Exceeds or equal to Exceeds or equal to Maine MSOP Sector N Monitoring Benchmarks

ATTACHMENT A

**FIELD FORMS – QUARTERLY OBSERVATION AND
MONITORING EVENTS**



Quarterly Stormwater Facility Inspection Checklist
Prolerized New England, Portland, ME

Name of Qualified Inspector(s) Christopher Beahm Date: 02/23/24

Weather Conditions: Rain, 35°F, Calm Wind

Inspection Items:

1. Are metal processing areas swept clean of dirt, debris, and trash on a weekly basis? Yes ☒ No ☐
If no, state action required: N/A
Date action was completed: Metal processing areas were observed to be swept to a level indicating weekly cleaning is likely occurring.
2. Have leaks/spills from industrial equipment, drums, barrels or containers been absorbed and cleaned ASAP after each event? Yes ☐ No ☒
If no, state action required: A sheen was observed at the time of inspection near the heavy equipment attachment area in the northwest corner of the metal processing area.
Date action was completed: _____
3. Are there absorbent booms in the concrete settling basin? Yes ☒ No ☐
(If saturated with oil and dirt, have them replaced).
If no, state action required: N/A
Date action was completed: The booms in the concrete settling basin were observed to be frozen but not discolored at the time of the inspection.
4. Is concrete settling basin substantially free of excessive sediment or floatables accumulation? (If not arrange for cleaning). Yes ☒ No ☐
If no, state action required: N/A
Date action was completed: The settling basin was observed to be frozen at the time of the inspection. Credere's inspection limited by this seasonal condition.
5. Are oil-water separators substantially free of excessive sediment or floatables accumulation? (If not arrange for cleaning). Yes ☐ No ☒
If no, state action required: The upstream OWS was observed to have no sediment accumulation but did contain floatable material. The downstream OWS was frozen at the time of inspection.
Date action was completed: _____
6. Is catch basin near Process Building loading dock draining freely? (Check Urban Filter insert to make sure it's not plugged with oil or sediment. Arrange to have replaced if not functioning). Yes ☐ No ☒
If no, state action required: The urban filter in the catch basin near the Process Building was observed to be nearly full of debris but still draining freely at the time of the inspection
Date action was completed: _____
7. Is catch basin near facility entrance draining freely? (Check Urban Filter insert to make sure it's not plugged with oil or sediment. Arrange to have replaced if not functioning). Yes ☐ No ☒
If no, state action required: The urban filter in the catch basin near the entrance was observed to be nearly full of debris but still draining freely at the time of the inspection
Date action was completed: _____
8. Are spill response materials stocked and available on-site in the areas where oil or chemicals may be present? (If not, arrange to have replaced or refilled). Yes ☒ No ☐
If no, state action required: N/A
Date action was completed: Spill response stations are clearly marked; spill kit/absorbent materials are staged/available below signage.
9. Is the wet pond forebay substantially free of sediment accumulation? Yes ☒ No ☐
(If no, arrange to have it removed).
If no, state action required: N/A
Date action was completed: Credere's observations of the wet pond forebay were limited due to being frozen at the time of inspection.
10. Is bioretention cell substantially free of sediment accumulation? Yes ☒ No ☐
(If no, arrange to have it removed).
If no, state action required: N/A
Date action was completed: Bioretention cell was observed to be substantially free of sediment at time of inspection.

Quarterly Stormwater Facility Inspection Checklist
Prolerized New England, Portland, ME

11. Are wet pond and bioretention pond outlet pipes draining freely? Yes ☒ No ☐
(If clogged or erosion is present, take action).
If no, state action required: N/A
Date action was completed: Outlet pipes were draining freely.
12. Are slopes, edges of roadways, and other areas free of erosion? Yes ☒ No ☐
(If not, arrange to have erosion repaired).
If no, state action required: N/A
Date action was completed: No erosion was observed at the time of inspection.
13. Are all non-stormwater discharges observed authorized by the MSGP? Yes ☒ No ☐
(If no, determine source and take action).
If no, state action required: N/A
Date action was completed: No non-stormwater discharges were observed at the time of inspection.

Are any modifications required to be made to the SWPPP or Site Map (s)?:

☒ No modification required ☐ SWPPP requires modification ☐ Map(s) require modification

All required changes have been made to the Plan Date: _____ Initials: _____

All required changes have been made to the Site Map(s) Date: _____ Initials: _____

NOTE: This form is used to document routine facility inspections and note deficiencies related to routine maintenance and housekeeping. If areas of non-compliance with the Multisector General Permit (MSGP) are noted (such as releases of pollutants to receiving water or inoperative, ineffective BMPs, or systemic lack of housekeeping), a formal corrective action process must be initiated including a corrective action report as described in Section 7 of the SWPPP.

Certification Statement:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowingly violating the law.

Authorized Signature: Christopher Beahm Date: 02/23/2024
Gary Raddatz
2/23/2024



VISUAL MONITORING FORM

Facility Name:	Prolerized New England		Sampler's Name:	Christopher Beahm	
Facility Address:	568 Riverside Street		MSGP Permit Number:	MER05C018	
	Portland, Maine		72 Hours since last qualifying storm?	☒ Yes	☐ No
			Measurable discharge from outfall?	☒ Yes	☐ No
Outfall Number	SW-1	SW-2	SW-3		
Observation Time	0930	1015	1040		
Estimated Time from Onset of Discharge	0900	0900	0900		
Discharge Type (rain, snow melt, ice melt)	Rain	Rain	Rain		
Sample Volume (aim for 1 L)	≥1000ml	500ml	≥1000ml		
SAMPLE DESCRIPTIONS					
Enter a rating for each criterion from key below. In the General Comment section (pg.2), include a description of corresponding criteria, including possible source(s) of observed contamination and any corrective actions for each outfall.					
<u>Record immediately after taking sample.</u>					
1.Odor	Yes - Sulfur	No	No		
2.Foam	None	None	None		
3.Oil Sheen	No	Yes	No		
<u>Allow sample to settle for ten (10) minutes then record the following:</u>					
4.Color	None	Brown	None		
5.Clarity	Clear	Cloudy	Clear		
6.Floating solid	Slight	None	None		
<u>Allow sample to settle for one hour (60 minutes) then record the following:</u>					
7.Settled solids	10mm	None	None		
8.Suspended solids	No	No	No		
Signature of Responsible Official: I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering information, the information submitted is, to the best of my knowledge and belief, true, accurate and compete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowingly violating the law.					
Name: Christopher Beahm		Gary Raddatz		Title: Environmental Scientist Environmental Mgr.	
Signature: Christopher Beahm		Date: 2/23/24			

KEY - See instructions for more information	
1. Odor: Yes or No	5. Clarity: clear, cloudy, very cloudy, opaque
2. Foam: none, moderate, high	6. Floating solids: none, slight (trace), moderate (<20%), high (>20%)
3. Oil sheen: Yes or No	7. Settled solids: Measured to the nearest millimeter
4. Color: None or describe	8. Suspended solids: Yes or No



GENERAL COMMENTS FOR VISUAL MONITORING

Enter physical description of floating, settled, and suspended solids for each outfall sampled. Enter general comments on the condition and appearance of each outfall as well as any corrective actions needed or taken as indicated in the instructions.

Outfall SW-1	Iron flocculate observed in base of cone
Outfall SW-2	Sample observed to be cloudy and brown likely due to sediment bypassing the Urban Filter
Outfall SW-3	No additional notes.



INSTRUCTIONS FOR COMPLETING THE VISUAL MONITORING FORM

- A. Completely fill out all required information on the top of the visual monitoring form.
- B. Pour the sample into a 1 L clear polycarbonate Imhoff cone or 1000 ml graduated cylinder. Record the total sample volume measured in the cone or graduated cylinder to the nearest 10 milliliter.
- C. Sample Descriptions - Evaluate the sample for the following parameters according to the following instructions.
 1. **Odor:** Document whether or not the sample has any odor including, but not limited to, gasoline, diesel, oil, solvents (WD-40, other petroleum products, etc.), landfill, fishy, glycol, any other unusual odors not normally present in clean stormwater runoff from the area(s) sampled.
 2. **Foam:** Examine the sample for foam immediately after pouring it into the cone. Record foam results on the visual monitoring form using one of the descriptions listed below.
 - i. **None**-Most bubbles break down within ten (10) seconds of pouring; only a few large bubbles persist longer than ten (10) seconds.
 - ii. **Moderate**-Many small bubbles are present but these bubbles persist for less than two (minutes) after pouring.
 - iii. **High**-Many small bubbles are present and they persist longer than two (2) minutes after pouring.
 3. **Oil Sheen:** Record whether or not an oil sheen is present in the sample.

Allow sample to settle for ten (10) minutes, then record the results on the visual monitoring form as they most closely match the descriptions listed below.

4. **Color:** Record the best description of the sample color.
5. **Clarity:** Record sample clarity as it most closely matches one of the following descriptions:
 - i. **Clear**-Sample doesn't filter out any light, can be seen through regardless of color.
 - ii. **Cloudy**-Sample filters out some light; not clear but objects can still be identified when looking through the cone.
 - iii. **Very Cloudy**-Sample filters out most light; objects are indiscernible when looking through the cone.
 - iv. **Opaque**-Sample doesn't allow any light to pass through; objects cannot be seen when looking through the cone.



Standard Operating Procedure
Attachment A
Bureau of Land and Water Quality
Doc #: DEPLW0768

6. **Floating Solids:** Record amount of floating solids as it most closely matches the descriptions below. Provide a general description of the type of floating solids in the general comments section for each sample (wood chips, leaf debris, algae, etc).
- i. **None** - No floating solids present on the surface of the sample.
 - ii. **Slight** - Only a few floating particles observed on the surface of the sample.
 - iii. **Moderate** - Less than 20% of the surface of the sample is covered with floating solids.
 - iv. **High** - More than 20% of the surface of the sample is covered with floating solids.

Allow sample to settle for one hour (60 minutes), then record the results on the visual monitoring form as they most closely match the descriptions listed below.

7. **Settled Solids:** Document settled solids to the nearest milliliter. Describe the type of settled solids in the general comments (sand, decayed plant matter, rust particles, etc.).
8. **Suspended solids:** Record whether or not the sample contains suspended material. Describe the type of solids suspended below the sample surface in the general comments section.
- D. General Comments Section (Page 2) - Make sure you have described the type of floating, settled and suspended solids, algae (if any is present), odor, color, and any other characteristics noticed at the sampling location.
****If sample is other than clear and odorless, investigate and explain potential cause and corrective action, if required.**
****Explain why any sampling occurred more than 60 min. from start of discharge at each outlet.**
- E. File all visual monitoring forms with the on-site Stormwater Pollution Prevention Plan (SWPPP) each time visual monitoring is performed.
- F. Contact your regional stormwater inspector with any questions or to receive technical assistance.
- | | | |
|---------------|---------------|--------------|
| Portland: | Alison Moody | 207-615-8936 |
| Augusta: | Stacia Hoover | 207-592-6726 |
| Bangor: | Jana Wood | 207-215-7869 |
| Presque Isle: | Sean Bernard | 207-554-9547 |

Quarterly Stormwater Facility Inspection Checklist
Prolerized New England, Portland, ME

Name of Qualified Inspector(s) Peter Haber Date: 6/21/2024

Weather Conditions: 75 Degrees Fahrenheit, overcast

Inspection Items:

1. Are metal processing areas swept clean of dirt, debris, and trash on a weekly basis? Yes ☒ No ☐
If no, state action required: N/A
Date action was completed: Metal processing areas were observed to be clear to the extent that would be expected with weekly cleaning
2. Have leaks/spills from industrial equipment, drums, barrels or containers been absorbed and cleaned ASAP after each event? Yes ☒ No ☐
If no, state action required: N/A
Date action was completed: No sheens or stains were observed, indicating any recent spills have been cleaned up
3. Are there absorbent booms in the concrete settling basin? Yes ☒ No ☐
(If saturated with oil and dirt, have them replaced).
If no, state action required: N/A
Date action was completed: Four absorbent booms were observed in the concrete settling basin
4. Is concrete settling basin substantially free of excessive sediment or floatables accumulation? (If not arrange for cleaning). Yes ☒ No ☐
If no, state action required: N/A
Date action was completed: No floating or accumulated material observed
5. Are oil-water separators substantially free of excessive sediment or floatables accumulation? (If not arrange for cleaning). Yes ☐ No ☒
If no, state action required: Some floating material was observed in the downstream oil-water separator. No sediment accumulation was observed.
Date action was completed: _____
6. Is catch basin near Process Building loading dock draining freely? (Check Urban Filter insert to make sure it's not plugged with oil or sediment. Arrange to have replaced if not functioning). Yes ☒ No ☐
If no, state action required: N/A
Date action was completed: There was some debris observed in the catch basin but it did not appear to be blocked
7. Is catch basin near facility entrance draining freely? (Check Urban Filter insert to make sure it's not plugged with oil or sediment. Arrange to have replaced if not functioning). Yes ☒ No ☐
If no, state action required: N/A
Date action was completed: There was some debris observed in the catch basin but it did not appear to be blocked
8. Are spill response materials stocked and available on-site in the areas where oil or chemicals may be present? (If not, arrange to have replaced or refilled). Yes ☒ No ☐
If no, state action required: N/A
Date action was completed: Spill response materials (spill kit and absorbent materials) were clearly marked
9. Is the wet pond forebay substantially free of sediment accumulation? Yes ☒ No ☐
(If no, arrange to have it removed).
If no, state action required: N/A
Date action was completed: No significant sediment accumulation was observed in the wet pond forebay
10. Is bioretention cell substantially free of sediment accumulation? Yes ☒ No ☐
(If no, arrange to have it removed).
If no, state action required: N/A
Date action was completed: No significant sediment accumulation was observed in the bioretention basin

**Quarterly Stormwater Facility Inspection Checklist
Prolerized New England, Portland, ME**

11. Are wet pond and bioretention pond outlet pipes draining freely? Yes ☒ No ☐
(If clogged or erosion is present, take action).
If no, state action required: N/A
Date action was completed: Outlet pipes were draining freely
12. Are slopes, edges of roadways, and other areas free of erosion? Yes ☒ No ☐
(If not, arrange to have erosion repaired).
If no, state action required: N/A
Date action was completed: No erosion observed at time of inspection
13. Are all non-stormwater discharges observed authorized by the MSGP? Yes ☒ No ☐
(If no, determine source and take action).
If no, state action required: N/A
Date action was completed: No non-stormwater discharges were observed at the time of inspection

Are any modifications required to be made to the SWPPP or Site Map (s)?:

☒ No modification required ☐ SWPPP requires modification ☐ Map(s) require modification

All required changes have been made to the Plan Date: _____ Initials: _____

All required changes have been made to the Site Map(s) Date: _____ Initials: _____

NOTE: This form is used to document routine facility inspections and note deficiencies related to routine maintenance and housekeeping. If areas of non-compliance with the Multisector General Permit (MSGP) are noted (such as releases of pollutants to receiving water or inoperative, ineffective BMPs, or systemic lack of housekeeping), a formal corrective action process must be initiated including a corrective action report as described in Section 7 of the SWPPP.

Certification Statement:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowingly violating the law.

Authorized Signature: Peter Hahn Date: 7/2/2024

Gary Raddatz 7/2/2024



VISUAL MONITORING FORM

Facility Name:	Prolerized New England		Sampler's Name:	Peter Haber	
Facility Address:	568 Riverside Street		MSGP Permit Number:	MER05C018	
	Portland, Maine		72 Hours since last qualifying storm?	☒ Yes	☐ No
			Measurable discharge from outfall?	☒ Yes	☐ No
Outfall Number	SW-1	SW- 2	SW-3		
Observation Time	0925	1010	1105		
Estimated Time from Onset of Discharge	0800	0800	0800		
Discharge Type (rain, snow melt, ice melt)	Rain	Rain	Rain		
Sample Volume (aim for 1 L)	800ml	1000ml	1000ml		
SAMPLE DESCRIPTIONS					
Enter a rating for each criterion from key below. In the General Comment section (pg.2), include a description of corresponding criteria, including possible source(s) of observed contamination and any corrective actions for each outfall.					
<u>Record immediately after taking sample.</u>					
1.Odor	No	No	No		
2.Foam	None	None	None		
3.Oil Sheen	No	No	No		
<u>Allow sample to settle for ten (10) minutes then record the following:</u>					
4.Color	Pale Brown	Pale Brown	None		
5.Clarity	Clear	Clear	Clear		
6.Floating solid	None	None	None		
<u>Allow sample to settle for one hour (60 minutes) then record the following:</u>					
7.Settled solids	1mm	None	1mm		
8.Suspended solids	No	No	No		
Signature of Responsible Official: I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering information, the information submitted is, to the best of my knowledge and belief, true, accurate and compete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowingly violating the law.					
Name: Peter Haber		Gary Raddatz		Title: Geologist Environmental Manager	
Signature: <i>Peter Haber</i>		Date: 6/21/24			

KEY - See instructions for more information	
1. Odor: Yes or No	5. Clarity: clear, cloudy, very cloudy, opaque
2. Foam: none, moderate, high	6. Floating solids: none, slight (trace), moderate (<20%), high (>20%)
3. Oil sheen: Yes or No	7. Settled solids: Measured to the nearest millimeter
4. Color: None or describe	8. Suspended solids: Yes or No



GENERAL COMMENTS FOR VISUAL MONITORING

Enter physical description of floating, settled, and suspended solids for each outfall sampled. Enter general comments on the condition and appearance of each outfall as well as any corrective actions needed or taken as indicated in the instructions.

Outfall SW-1	Possible iron flocculate observed in base of cone.
Outfall SW-2	No additional notes.
Outfall SW-3	Possible iron flocculate observed in base of cone.



INSTRUCTIONS FOR COMPLETING THE VISUAL MONITORING FORM

- A. Completely fill out all required information on the top of the visual monitoring form.
- B. Pour the sample into a 1 L clear polycarbonate Imhoff cone or 1000 ml graduated cylinder. Record the total sample volume measured in the cone or graduated cylinder to the nearest 10 milliliter.
- C. Sample Descriptions - Evaluate the sample for the following parameters according to the following instructions.
 1. **Odor:** Document whether or not the sample has any odor including, but not limited to, gasoline, diesel, oil, solvents (WD-40, other petroleum products, etc.), landfill, fishy, glycol, any other unusual odors not normally present in clean stormwater runoff from the area(s) sampled.
 2. **Foam:** Examine the sample for foam immediately after pouring it into the cone. Record foam results on the visual monitoring form using one of the descriptions listed below.
 - i. **None**-Most bubbles break down within ten (10) seconds of pouring; only a few large bubbles persist longer than ten (10) seconds.
 - ii. **Moderate**-Many small bubbles are present but these bubbles persist for less than two (minutes) after pouring.
 - iii. **High**-Many small bubbles are present and they persist longer than two (2) minutes after pouring.
 3. **Oil Sheen:** Record whether or not an oil sheen is present in the sample.

Allow sample to settle for ten (10) minutes, then record the results on the visual monitoring form as they most closely match the descriptions listed below.

4. **Color:** Record the best description of the sample color.
5. **Clarity:** Record sample clarity as it most closely matches one of the following descriptions:
 - i. **Clear**-Sample doesn't filter out any light, can be seen through regardless of color.
 - ii. **Cloudy**-Sample filters out some light; not clear but objects can still be identified when looking through the cone.
 - iii. **Very Cloudy**-Sample filters out most light; objects are indiscernible when looking through the cone.
 - iv. **Opaque**-Sample doesn't allow any light to pass through; objects cannot be seen when looking through the cone.



Standard Operating Procedure
Attachment A
Bureau of Land and Water Quality
Doc #: DEPLW0768

6. **Floating Solids:** Record amount of floating solids as it most closely matches the descriptions below. Provide a general description of the type of floating solids in the general comments section for each sample (wood chips, leaf debris, algae, etc).
- i. **None** - No floating solids present on the surface of the sample.
 - ii. **Slight** - Only a few floating particles observed on the surface of the sample.
 - iii. **Moderate** - Less than 20% of the surface of the sample is covered with floating solids.
 - iv. **High** - More than 20% of the surface of the sample is covered with floating solids.

Allow sample to settle for one hour (60 minutes), then record the results on the visual monitoring form as they most closely match the descriptions listed below.

7. **Settled Solids:** Document settled solids to the nearest milliliter. Describe the type of settled solids in the general comments (sand, decayed plant matter, rust particles, etc.).
8. **Suspended solids:** Record whether or not the sample contains suspended material. Describe the type of solids suspended below the sample surface in the general comments section.
- D. General Comments Section (Page 2) - Make sure you have described the type of floating, settled and suspended solids, algae (if any is present), odor, color, and any other characteristics noticed at the sampling location.
****If sample is other than clear and odorless, investigate and explain potential cause and corrective action, if required.**
****Explain why any sampling occurred more than 60 min. from start of discharge at each outlet.**
- E. File all visual monitoring forms with the on-site Stormwater Pollution Prevention Plan (SWPPP) each time visual monitoring is performed.
- F. Contact your regional stormwater inspector with any questions or to receive technical assistance.
- | | | |
|---------------|---------------|--------------|
| Portland: | Alison Moody | 207-615-8936 |
| Augusta: | Stacia Hoover | 207-592-6726 |
| Bangor: | Jana Wood | 207-215-7869 |
| Presque Isle: | Sean Bernard | 207-554-9547 |

Quarterly Stormwater Facility Inspection Checklist
Prolerized New England, Portland, ME

Name of Qualified Inspector(s) Benjamin Harnisch-Weidauer Date: 9/26/2024

Weather Conditions: 58 degrees Fahrenheit, rain

Inspection Items:

1. Are metal processing areas swept clean of dirt, debris, and trash on a weekly basis? Yes ☒ No ☐
If no, state action required: Metal processing areas were observed to be clear to the extent that would be expected with weekly cleaning
Date action was completed: _____
2. Have leaks/spills from industrial equipment, drums, barrels or containers been absorbed and cleaned ASAP after each event? Yes ☒ No ☐
If no, state action required: No sheens or stains were observed, indicating any recent spills have been cleaned up
Date action was completed: _____
3. Are there absorbent booms in the concrete settling basin? Yes ☒ No ☐
If no, state action required: Booms observed in the concrete settling basin were white or light colored indicating recent replacement.
Date action was completed: _____
4. Is concrete settling basin substantially free of excessive sediment or floatables accumulation? (If not arrange for cleaning). Yes ☒ No ☐
If no, state action required: Concrete settling basin contained some floatable accumulation and algae growth on the water surface
Date action was completed: _____
5. Are oil-water separators substantially free of excessive sediment or floatables accumulation? (If not arrange for cleaning). Yes ☒ No ☐
If no, state action required: Some accumulation of floating material in both oil-water separators observed. No sediment accumulation was observed.
Date action was completed: No action required.
6. Is catch basin near Process Building loading dock draining freely? (Check Urban Filter insert to make sure it's not plugged with oil or sediment. Arrange to have replaced if not functioning). Yes ☒ No ☐
If no, state action required: Minor debris, floating material, draining freely. No action required.
Date action was completed: _____
7. Is catch basin near facility entrance draining freely? (Check Urban Filter insert to make sure it's not plugged with oil or sediment. Arrange to have replaced if not functioning). Yes ☒ No ☐
If no, state action required: Minor debris, floating material, draining freely. No action required.
Date action was completed: _____
8. Are spill response materials stocked and available on-site in the areas where oil or chemicals may be present? (If not, arrange to have replaced or refilled). Yes ☒ No ☐
If no, state action required: Spill response materials stocked and available on-site. No action required.
Date action was completed: _____
9. Is the wet pond forebay substantially free of sediment accumulation? Yes ☒ No ☐
(If no, arrange to have it removed).
If no, state action required: No significant sediment accumulation. No action required.
Date action was completed: _____
10. Is bioretention cell substantially free of sediment accumulation? Yes ☒ No ☐
(If no, arrange to have it removed).
If no, state action required: No significant sediment accumulation. No action required.
Date action was completed: _____

**Quarterly Stormwater Facility Inspection Checklist
Prolerized New England, Portland, ME**

11. Are wet pond and bioretention pond outlet pipes draining freely? Yes ☒ No ☐
(If clogged or erosion is present, take action).
If no, state action required: Outlet pipes draining freely. No action required.
Date action was completed: _____
12. Are slopes, edges of roadways, and other areas free of erosion? Yes ☒ No ☐
(If not, arrange to have erosion repaired).
If no, state action required: No erosion observed. No action required.
Date action was completed: _____
13. Are all non-stormwater discharges observed authorized by the MSGP? Yes ☒ No ☐
(If no, determine source and take action).
If no, state action required: No non-stormwater discharges observed. No action required
Date action was completed: _____

Are any modifications required to be made to the SWPPP or Site Map (s)?:

☒ No modification required ☐ SWPPP requires modification ☐ Map(s) require modification

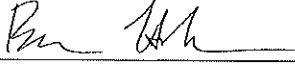
All required changes have been made to the Plan Date: _____ Initials: _____

All required changes have been made to the Site Map(s) Date: _____ Initials: _____

NOTE: This form is used to document routine facility inspections and note deficiencies related to routine maintenance and housekeeping. If areas of non-compliance with the Multisector General Permit (MSGP) are noted (such as releases of pollutants to receiving water or inoperative, ineffective BMPs, or systemic lack of housekeeping), a formal corrective action process must be initiated including a corrective action report as described in Section 7 of the SWPPP.

Certification Statement:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowingly violating the law.

Authorized Signature:  Date: 9/27/2024

Gary Raddatz

9/27/2024



VISUAL MONITORING FORM

Facility Name:	Prolerized New England		Sampler's Name:	Benjamin Harnisch-Weidauer		
Facility Address:	568 Riverside Street		MSGP Permit Number:	MER05C018		
	Portland, Maine		72 Hours Since last Qualifying Storm?	☒ Yes	☐ No	
			Measurable Discharge from outfall?	☒ Yes	☐ No	

Outfall Number	SW-1	SW-2	SW-3			
Observation Time	1035	0945	1010			
Est. Time from Onset of Discharge	0800	0800	0800			
Discharge Type (rain, snow melt, ice melt)	Rain	Rain	Rain			
Sample Volume (ml)	1000mL	1000mL	1000mL			

SAMPLE DESCRIPTIONS

Enter a rating for each criterion from key below. In General Comment section (pg.2), include a description of corresponding criteria, including possible source(s) of observed contamination and any corrective actions for each outfall.

Record immediately after taking sample.

1.Odor	No	No	No			
2.Foam	Moderate	None	None			
3.Oil Sheen	No	No	No			

Allow sample to settle for ten (10) minutes then record the following:

4.Color	None	Pale Brown	Pale Brown			
5.Clarity	Clear	Cloudy	Cloudy			
6.Floating solid	None	None	None			

Allow sample to settle for one hour (60 minutes) then record the following:

7.Settled solids	1mm	1mm	1mm			
8.Suspended solids	No	No	No			

Signature of Responsible Official: I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering information, the information submitted is, to the best of my knowledge and belief, true, accurate and compete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowingly violating the law.

Name: Benjamin Harnisch-Weidauer Title: Environmental Scientist

Signature: Date: 9/27/2024

KEY	
1. Odor: Yes or No	5. Clarity: clear, cloudy, very cloudy, opaque
2. Foam: none, moderate, high	6. Floating solids: none, slight (trace), moderate (<20%), high (>20%)
3. Oil sheen: Yes or No	7. Settled solids: Measure in milliliters
4. Color: None or describe	8. Suspended solids: Yes or No



GENERAL COMMENTS FOR VISUAL MONITORING

Enter physical description of floating, settled, and suspended solids for each outfall sampled. Enter general comments on the condition and appearance of each outfall as well as any corrective actions needed or taken as indicated in the instructions.

SW-1	Organic plant matter observed in base of cone.
SW-2	Possible iron flocculate observed in base of cone.
SW-3	Possible iron flocculate observed in base of cone.



INSTRUCTIONS FOR COMPLETING THE VISUAL MONITORING FORM

- A. Completely fill out all required information on the top of the visual monitoring form.
- B. Pour the sample into a 1 L clear polycarbonate Imhoff cone or 1000 ml graduated cylinder. Record the total sample volume measured in the cone or graduated cylinder to the nearest 10 milliliter.
- C. Sample Descriptions - Evaluate the sample for the following parameters according to the following instructions.
 1. **Odor:** Document whether or not the sample has any odor including, but not limited to, gasoline, diesel, oil, solvents (WD-40, other petroleum products, etc.), landfill, fishy, glycol, any other unusual odors not normally present in clean stormwater runoff from the area(s) sampled.
 2. **Foam:** Examine the sample for foam immediately after pouring it into the cone. Record foam results on the visual monitoring form using one of the descriptions listed below.
 - i. **None**-Most bubbles break down within ten (10) seconds of pouring; only a few large bubbles persist longer than ten (10) seconds.
 - ii. **Moderate**-Many small bubbles are present but these bubbles persist for less than two (minutes) after pouring.
 - iii. **High**-Many small bubbles are present and they persist longer than two (2) minutes after pouring.
 3. **Oil Sheen:** Record whether or not an oil sheen is present in the sample.

Allow sample to settle for ten (10) minutes, then record the results on the visual monitoring form as they most closely match the descriptions listed below.

4. **Color:** Record the best description of the sample color.
5. **Clarity:** Record sample clarity as it most closely matches one of the following descriptions:
 - i. **Clear**-Sample doesn't filter out any light, can be seen through regardless of color.
 - ii. **Cloudy**-Sample filters out some light; not clear but objects can still be identified when looking through the cone.
 - iii. **Very Cloudy**-Sample filters out most light; objects are indiscernible when looking through the cone.
 - iv. **Opaque**-Sample doesn't allow any light to pass through; objects cannot be seen when looking through the cone.



Standard Operating Procedure
Attachment A
Bureau of Land and Water Quality
Doc #: DEPLW0768

6. **Floating Solids:** Record amount of floating solids as it most closely matches the descriptions below. Provide a general description of the type of floating solids in the general comments section for each sample (wood chips, leaf debris, algae, etc).
- None** - No floating solids present on the surface of the sample.
 - Slight** - Only a few floating particles observed on the surface of the sample.
 - Moderate** - Less than 20% of the surface of the sample is covered with floating solids.
 - High** - More than 20% of the surface of the sample is covered with floating solids.

Allow sample to settle for one hour (60 minutes), then record the results on the visual monitoring form as they most closely match the descriptions listed below.

7. **Settled Solids:** Document settled solids to the nearest milliliter. Describe the type of settled solids in the general comments (sand, decayed plant matter, rust particles, etc.).
8. **Suspended solids:** Record whether or not the sample contains suspended material. Describe the type of solids suspended below the sample surface in the general comments section.
- D. General Comments Section (Page 2) - Make sure you have described the type of floating, settled and suspended solids, algae (if any is present), odor, color, and any other characteristics noticed at the sampling location.
- *If sample is other than clear and odorless, investigate and explain potential cause and corrective action, if required.
- *Explain why any sampling occurred more than 60 min. from start of discharge at each outlet.
- E. File all visual monitoring forms with the on-site Stormwater Pollution Prevention Plan (SWPPP) each time visual monitoring is performed.
- F. Contact your regional stormwater inspector with any questions or to receive technical assistance.
- | | | |
|---------------|---------------|--------------|
| Portland: | Alison Moody | 207-615-8936 |
| Augusta: | Stacia Hoover | 207-592-6726 |
| Bangor: | Elias Pantaz | 207-458-3627 |
| Presque Isle: | Sean Bernard | 207-554-9547 |

ATTACHMENT B
LABORATORY REPORTS



Laboratory Report



Absolute Resource *associates*

124 Heritage Avenue Portsmouth NH 03801

Chris Beahm
CREDERE Associates
776 Main Street
Westbrook, ME 04092

PO Number: None
Job ID: 68791
Date Received: 2/23/24

Project: Schnitzer Portland 22001731

Attached please find results for the analysis of the samples received on the date referenced above.

Unless otherwise noted in the attached report, the analyses performed met the requirements of Absolute Resource Associates' Quality Assurance Plan. The Standard Operating Procedures are based upon USEPA SW-846, USEPA Methods for Chemical Analysis of Water and Wastewater, Standard Methods for the Examination of Water and Wastewater and other recognized methodologies. The results contained in this report pertain only to the samples as indicated on the chain of custody.

Absolute Resource Associates maintains certification with the agencies listed below. The reported results apply to the sample(s) in the condition as received at the time the laboratory took custody. This report shall not be reproduced except in full, without written approval of the laboratory. The liability of ARA is limited to the cost of the requested analyses, unless otherwise agreed upon in writing.

We appreciate the opportunity to provide laboratory services. If you have any questions regarding the enclosed report, please contact the laboratory and we will be glad to assist you.

Sincerely,
Absolute Resource Associates

A handwritten signature in black ink, appearing to read 'Willie Stone', written over a horizontal line.

Willie Stone
Authorized Signature

Date of Approval: 3/8/2024
Total number of pages: 14

Absolute Resource Associates Certifications

New Hampshire 1732
Maine NH902

Massachusetts M-NH902

Sample Association Table

Field ID	Matrix	Date-Time Sampled	Lab#	Analysis
SW-1	Water	2/23/2024 9:40	68791-001	EPH in water by MADEP Method Total Suspended Solids by SM2540D TPH in water by 8100

Project ID: Schnitzer Portland 22001731

Job ID: 68791

Sample#: 68791-001

Sample ID: SW-1

Matrix: Water

Sampled: 2/23/24 9:40

Parameter	Result	Reporting	Units	Instr Dil'n	Analyst	Prep Date	Analysis			Reference
		Limit					Batch	Date	Time	
TPH C10-C36	490	200	ug/L	1	SFP	2/27/24	18490	2/28/24	18:24	SW3510C8015D
Surrogate Recovery		Limits								
2-fluorobiphenyl SUR	87	40-140	%	1	SFP	2/27/24	18490	2/28/24	18:24	SW3510C8015D
o-terphenyl SUR	77	40-140	%	1	SFP	2/27/24	18490	2/28/24	18:24	SW3510C8015D

Sample#: 68791-001

Sample ID: SW-1

Matrix: Water

Sampled: 2/23/24 9:40

Parameter	Result	Reporting	Units	Instr Dil'n	Analyst	Prep Date	Analysis			Reference
		Limit					Batch	Date	Time	
naphthalene	< 1.0	1.0	ug/L	1	CL	2/28/24	18498	3/4/24	15:31	MA EPH
2-methylnaphthalene	< 1.0	1.0	ug/L	1	CL	2/28/24	18498	3/4/24	15:31	MA EPH
phenanthrene	< 1.0	1.0	ug/L	1	CL	2/28/24	18498	3/4/24	15:31	MA EPH
acenaphthene	< 1.0	1.0	ug/L	1	CL	2/28/24	18498	3/4/24	15:31	MA EPH
acenaphthylene	< 1.0	1.0	ug/L	1	CL	2/28/24	18498	3/4/24	15:31	MA EPH
fluorene	< 1.0	1.0	ug/L	1	CL	2/28/24	18498	3/4/24	15:31	MA EPH
anthracene	< 1.0	1.0	ug/L	1	CL	2/28/24	18498	3/4/24	15:31	MA EPH
fluoranthene	< 1.0	1.0	ug/L	1	CL	2/28/24	18498	3/4/24	15:31	MA EPH
pyrene	< 1.0	1.0	ug/L	1	CL	2/28/24	18498	3/4/24	15:31	MA EPH
benzo(a)anthracene	< 1.0	1.0	ug/L	1	CL	2/28/24	18498	3/4/24	15:31	MA EPH
chrysene	< 1.0	1.0	ug/L	1	CL	2/28/24	18498	3/4/24	15:31	MA EPH
benzo(b)fluoranthene	< 1.0	1.0	ug/L	1	CL	2/28/24	18498	3/4/24	15:31	MA EPH
benzo(k)fluoranthene	< 1.0	1.0	ug/L	1	CL	2/28/24	18498	3/4/24	15:31	MA EPH
benzo(a)pyrene	< 1.0	1.0	ug/L	1	CL	2/28/24	18498	3/4/24	15:31	MA EPH
indeno(1,2,3-cd)pyrene	< 1.0	1.0	ug/L	1	CL	2/28/24	18498	3/4/24	15:31	MA EPH
dibenzo(a,h)anthracene	< 1.0	1.0	ug/L	1	CL	2/28/24	18498	3/4/24	15:31	MA EPH
benzo(g,h,i)perylene	< 1.0	1.0	ug/L	1	CL	2/28/24	18498	3/4/24	15:31	MA EPH
Unadjusted C11-C22 Aromatics	< 100	100	ug/L	1	SFP	2/28/24	18498	3/6/24	17:30	MA EPH
C9-C18 Aliphatics	< 100	100	ug/L	1	SFP	2/28/24	18498	3/6/24	17:30	MA EPH
C19-C36 Aliphatics	< 100	100	ug/L	1	SFP	2/28/24	18498	3/6/24	17:30	MA EPH
C11-C22 Aromatics	< 100	100	ug/L	1	SFP	2/28/24	18498	3/6/24	17:30	MA EPH
Surrogate Recovery		Limits								
1-chloro-octadecane SUR	61	40-140	%	1	SFP	2/28/24	18498	3/6/24	17:30	MA EPH
o-terphenyl SUR	73	40-140	%	1	SFP	2/28/24	18498	3/6/24	17:30	MA EPH
2-fluorobiphenyl SUR	80	40-140	%	1	SFP	2/28/24	18498	3/6/24	17:30	MA EPH
2-bromonaphthalene SUR	84	40-140	%	1	SFP	2/28/24	18498	3/6/24	17:30	MA EPH

Project ID: Schnitzer Portland 22001731

Job ID: 68791

Sample#: 68791-001

Sample ID: SW-1

Matrix: Water

Sampled: 2/23/24 9:40

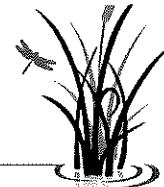
Parameter	Result	Reporting Limit	Units	Instr Dil'n Factor	Analyst	Prep Date	Batch	Analysis Date	Time	Reference
Total Suspended Solids (TSS)	11	5.4	mg/L	1	JC		2400491	2/26/24	8:15	SM2540D

Quality Control Report

Absolute Resource
associates



124 Heritage Avenue Unit 16
Portsmouth, NH 03801
www.absoluteresourceassociates.com



Case Narrative

Lab # 68791

Sample Receiving and Chain of Custody Discrepancies

Samples were received in acceptable condition, between 0 and 6 degrees C, on ice, and in accordance with sample handling, preservation and integrity guidelines.

Calibration

No exceptions noted.

Method Blank

EPH: The BLK18498 had a detection for C11-C22 Aromatics that was above the reporting limit. There is no impact to the data as this range was not detected above the reporting limit in the associated sample.

Surrogate Recoveries

No exceptions noted.

Laboratory Control Sample Results

No exceptions noted.

Matrix Spike/Matrix Spike Duplicate/Duplicate Results

Not requested for this project.

Other

Reporting Limits: Dilutions performed during the analysis are noted on the result pages.

No other exceptions noted.

GLOSSARY

%R	Percent Recovery
BLK	Blank (Method Blank, Preparation Blank)
CCB	Continuing Calibration Blank
CCV	Continuing Calibration Verification
CRM	Certified Reference Material (associated with solid Metals samples)
CRMD	Certified Reference Material Duplicate (associated with solid Metals samples)
Dil'n	Dilution
DL	Detection Limit
DUP	Duplicate
LCS	Laboratory Control Sample
LCSD	Laboratory Control Sample Duplicate
LOD	Limit of Detection
LOQ	Limit of Quantitation
MB	Methanol Blank (associated with solid VOC samples)
MLCS	Methanol Laboratory Control Sample (associated with solid VOC samples)
MLCSD	Methanol Laboratory Control Sample Duplicate (associated with solid VOC samples)
MS	Matrix Spike
MSD	Matrix Spike Duplicate
PB	Preparation Blank
QC	Quality Control
RL	Reporting Limit
RPD	Relative Percent Difference
SUR	Surrogate



124 Heritage Avenue Unit 16
Portsmouth, NH 03801

www.absoluteresourceassociates.com

- QC Report -

Method	QC ID	Parameter	Associated Sample	Result	Units	Amt Added	%R	Limits	RPD	RPD Limit
MA EPH	BLK18498	naphthalene		<	1.0	ug/L				
		2-methylnaphthalene		<	1.0	ug/L				
		phenanthrene		<	1.0	ug/L				
		acenaphthene		<	1.0	ug/L				
		acenaphthylene		<	1.0	ug/L				
		fluorene		<	1.0	ug/L				
		anthracene		<	1.0	ug/L				
		fluoranthene		<	1.0	ug/L				
		pyrene		<	1.0	ug/L				
		benzo(a)anthracene		<	1.0	ug/L				
		chrysene		<	1.0	ug/L				
		benzo(b)fluoranthene		<	1.0	ug/L				
		benzo(k)fluoranthene		<	1.0	ug/L				
		benzo(a)pyrene		<	1.0	ug/L				
		indeno(1,2,3-cd)pyrene		<	1.0	ug/L				
		dibenzo(a,h)anthracene		<	1.0	ug/L				
		benzo(g,h,i)perylene		<	1.0	ug/L				
		Unadjusted C11-C22 Aromatics			110	ug/L	*			
		C9-C18 Aliphatics		<	100	ug/L				
		C19-C36 Aliphatics		<	100	ug/L				
		C11-C22 Aromatics			110	ug/L	*			
		1-chloro-octadecane SUR			59	%		40	140	
		o-terphenyl SUR			72	%		40	140	
		2-fluorobiphenyl SUR			79	%		40	140	
		2-bromonaphthalene SUR			82	%		40	140	

Method	QC ID	Parameter	Associated Sample	Result	Units	Amt Added	%R	Limits	RPD	RPD Limit
MA EPH	LCS18498	naphthalene		30	ug/L	60	50	40	140	
		2-methylnaphthalene		35	ug/L	60	59	40	140	
		phenanthrene		40	ug/L	60	66	40	140	
		acenaphthene		37	ug/L	60	62	40	140	
		acenaphthylene		35	ug/L	60	58	40	140	
		fluorene		41	ug/L	60	68	40	140	
		anthracene		37	ug/L	60	61	40	140	
		fluoranthene		41	ug/L	60	68	40	140	
		pyrene		37	ug/L	60	62	40	140	
		benzo(a)anthracene		36	ug/L	60	61	40	140	
		chrysene		39	ug/L	60	65	40	140	
		benzo(b)fluoranthene		37	ug/L	60	62	40	140	
		benzo(k)fluoranthene		39	ug/L	60	65	40	140	
		benzo(a)pyrene		36	ug/L	60	60	40	140	
		indeno(1,2,3-cd)pyrene		35	ug/L	60	58	40	140	
		dibenzo(a,h)anthracene		34	ug/L	60	57	40	140	
		benzo(g,h,i)perylene		34	ug/L	60	57	40	140	
		Unadjusted C11-C22 Aromatics		920	ug/L	1020	90	40	140	
		C9-C18 Aliphatics		210	ug/L	360	57	40	140	
		C19-C36 Aliphatics		470	ug/L	480	98	40	140	
		C11-C22 Aromatics		300	ug/L			40	140	
		1-chloro-octadecane SUR		61	%			40	140	
		o-terphenyl SUR		80	%			40	140	
		2-fluorobiphenyl SUR		83	%			40	140	
		2-bromonaphthalene SUR		87	%			40	140	

Method	QC ID	Parameter	Associated Sample	Result	Units	Amt Added	%R	Limits	RPD	RPD Limit
MA EPH	LCSD18498	naphthalene		26	ug/L	60	44	40 140	14	25
		2-methylnaphthalene		30	ug/L	60	49	40 140	17	25
		phenanthrene		36	ug/L	60	60	40 140	9	25
		acenaphthene		34	ug/L	60	57	40 140	8	25
		acenaphthylene		32	ug/L	60	53	40 140	8	25
		fluorene		34	ug/L	60	57	40 140	18	25
		anthracene		33	ug/L	60	55	40 140	10	25
		fluoranthene		33	ug/L	60	55	40 140	21	25
		pyrene		35	ug/L	60	59	40 140	4	25
		benzo(a)anthracene		31	ug/L	60	51	40 140	17	25
		chrysene		34	ug/L	60	56	40 140	15	25
		benzo(b)fluoranthene		31	ug/L	60	52	40 140	17	25
		benzo(k)fluoranthene		31	ug/L	60	52	40 140	22	25
		benzo(a)pyrene		31	ug/L	60	52	40 140	14	25
		indeno(1,2,3-cd)pyrene		35	ug/L	60	59	40 140	2	25
		dibenzo(a,h)anthracene		35	ug/L	60	58	40 140	2	25
		benzo(g,h,i)perylene		36	ug/L	60	60	40 140	5	25
		Unadjusted C11-C22 Aromatics		900	ug/L	1020	88	40 140	2	25
		C9-C18 Aliphatics		220	ug/L	360	62	40 140	7	25
		C19-C36 Aliphatics		500	ug/L	480	104	40 140	6	25
		C11-C22 Aromatics		340	ug/L			40 140		25
		1-chloro-octadecane SUR		59	%			40 140		
		o-terphenyl SUR		77	%			40 140		
		2-fluorobiphenyl SUR		79	%			40 140		
		2-bromonaphthalene SUR		86	%			40 140		
SW3510C8015D BLK18490	TPH C10-C36		<	200	ug/L					
		2-fluorobiphenyl SUR		81	%			40 140		
		o-terphenyl SUR		79	%			40 140		
SW3510C8015D LCS18490	TPH C10-C36			1800	ug/L	2500	71	40 140		
		2-fluorobiphenyl SUR		107	%			40 140		
		o-terphenyl SUR		99	%			40 140		
SW3510C8015D LCSD18490	TPH C10-C36			1600	ug/L	2500	65	40 140	8	20
		2-fluorobiphenyl SUR		89	%			40 140		
		o-terphenyl SUR		86	%			40 140		

Method	QC ID	Parameter	Associated Sample	Result	Units	Amt Added	%R	Limits	RPD	RPD Limit
SM2540D	DUP2400491	Total Suspended Solids (TSS)	68781-001	380	mg/L				8 *	5
SM2540D	LCS2400491	Total Suspended Solids (TSS)		350	mg/L	326	107	75 125		
SM2540D	PB2400491	Total Suspended Solids (TSS)		< 2.5	mg/L					

AROMATIC HYDROCARBON BREAKTHROUGH CALCULATION

Method: MADEP EPH 2019 Rev 2.1

	lcs18498 Aliphatic Breakthrough (%)	Acceptance Criteria	Date of Analysis
naphthalene	0.1%	<5.0%	3/4/2024
2-methylnaphthalene	0.2%	<5.0%	3/4/2024

	lcsd18498 Aliphatic Breakthrough (%)	Acceptance Criteria	Date of Analysis
naphthalene	0.1%	<5.0%	3/4/2024
2-methylnaphthalene	0.2%	<5.0%	3/4/2024

68791

Absolute Resource Associates

Job Number:

Samples Received from: ☐-UPS ☐-FedEx ☐-USPS ☒-Lab Courier ☐-Client Drop-off ☐-
Custody Seals - present & intact: ☐-Yes ☐-No ☒-N/A CoC signed: ☒-Yes ☐-No
Receipt Temp: 4 °C Samples on ice? ☒-Yes ☐-No ☐-N/A Sampled < 24 hrs ago? ☒-Yes ☐-No
PFAS-only real ice? ☐-Yes ☐-No ☒-N/A Any sigs of freezing? ☐-Yes ☒-No

Comments:

Preservation / Analysis	Bottle Size/Type & Quantity						Check pH for ALL applicable samples and document:
HCl	40mL (G)	250mL (P)	500mL (P)	1L (G)	2		pH ✓ OK
HNO ₃	125mL (P)	250mL (P)	500mL (P)				
H ₂ SO ₄	40mL (G)	60mL (P)	125mL (P)	250mL (P)	500mL (P)		
NaOH	125mL (P)	250mL (P)					
(NH ₄) ₂ SO ₄	60mL (P)	125mL (P)	250mL (P)				
ZnAc-NaOH	125mL (P)	250mL (P)					
Trizma	125mL (P)	250mL (P)					pH ✓ by analyst: VOC, PFAS, TOC, O&G Residual Cl not present: ABN625 Pest608 Bacteria ResCl ✓ by analyst
NH ₄ Ac	125mL (P)	250mL (P)					
Na ₂ S ₂ O ₃	40mL (G)	120mL (P)					
MeOH	20mL (G)	40mL (G)					
None (solid)	2oz (G)	4oz (G)	8oz (G)	Syringe			PC Dry applicable? Y (N)
None (water)	40mL (G)	60mL (P)	125mL (P)	250mL (P)	500mL (P)	1L (G)	2 1L (P) 1
Mold	Cassette	Bulk	Plate	Tape Lift			
Asbestos	Cassette	Bulk					
Lead	Cassette	Bulk	Wipe				

Log-in Review	Yes	No	NA	Comments
Proper lab sample containers/enough volume/correct preservative?	X			
Analyses marked on COC match bottles received?	X			
VOC & TOC Water-no headspace?			X	
VOC Solid-McOH covers solid, no leaks, Prep Expiration OK?			X	
PFAS: ARA bottles & samples/PRB same Lot#? QC rec'd, if req'd?			X	Lot ID#: _____
Bacteria bottles provided by ARA?			X	
Samples within holding time?	X			
Immediate tests communicated in writing: NO ₃ , NO ₂ -N, PO ₄ , pH, BOD, Coliform/L, col (P/A or MPN), Enterococci, Color Surfactants, Turbidity, Odor, CrVI, Ferrous Iron, Dissolved Oxygen, Unpres 624			X	
Date, time & ID on samples match CoC?	X			
Rushes communicated to analyst in writing?			X	
Subcontracted samples sent to sub lab?			X	Date Prep'd: _____ Date sent: _____
Pesticides EPA 608 pH5-9?			X	
Compliance samples have no discrepancies/require no flags?			X	(Or must be rejected)
Log-in Supervisor notified immediately of following items:			X	Discrepancies, compliance samples (NHDES, MADEP, DoD etc.) or uncommon requests.

Inspected and Received By: Theresa Gichale

Date/Time: 2/23/24 14:16

Peer Review Checklist

- | | | | |
|--|---|--|---|
| ☐ Client ID/Project Manager | ☐ On Ice, Temperature OK? | ☐ Sample IDs | ☐ Analyses in Correctly |
| ☐ Project Name | ☐ PO# (if provided) | ☐ Matrix | ☐ -references |
| ☐ TAT/rushes communicated | ☐ Sub samples sent? Shipping Charge? | ☐ Date/Time collected | ☐ -wastewater methods |
| ☐ Received Date/Time | ☐ Issues noted above communicated? | ☐ Short H/Ts communicated | ☐ Notes from CoC in LIMS |

Reviewed By:

Date: _____

Notes: (continue on back as needed)

Initials

Date _____

What was sent?

Uploaded / PDF

Report / Data / EDD / Invoice

Uploaded / PDF

Report / Data / EDD / Invoice

Uploaded / PDF

Report / Data / EDD / Invoice

Laboratory Report



Absolute Resource *associates*

124 Heritage Avenue Portsmouth NH 03801

Chris Beahm
CREDERE Associates
776 Main Street
Westbrook, ME 04092

PO Number: None
Job ID: 70259
Date Received: 6/26/24

Project: Schnitzer Portland 22001731

Attached please find results for the analysis of the samples received on the date referenced above.

Unless otherwise noted in the attached report, the analyses performed met the requirements of Absolute Resource Associates' Quality Assurance Plan. The Standard Operating Procedures are based upon USEPA SW-846, USEPA Methods for Chemical Analysis of Water and Wastewater, Standard Methods for the Examination of Water and Wastewater and other recognized methodologies. The results contained in this report pertain only to the samples as indicated on the chain of custody.

Absolute Resource Associates maintains certification with the agencies listed below. The reported results apply to the sample(s) in the condition as received at the time the laboratory took custody. This report shall not be reproduced except in full, without written approval of the laboratory. The liability of ARA is limited to the cost of the requested analyses, unless otherwise agreed upon in writing.

We appreciate the opportunity to provide laboratory services. If you have any questions regarding the enclosed report, please contact the laboratory and we will be glad to assist you.

Sincerely,
Absolute Resource Associates

A handwritten signature in black ink, appearing to read 'Willie Stone'.

Willie Stone
Authorized Signature

Date of Approval: 7/11/2024
Total number of pages: 14

Absolute Resource Associates Certifications

New Hampshire 1732
Maine NH902

Massachusetts M-NH902

Sample Association Table

Field ID	Matrix	Date-Time Sampled	Lab#	Analysis
SW-1	Water	6/21/2024 9:20	70259-001	EPH in water by MADEP Method Total Suspended Solids by SM2540D TPH in water by 8100

Project ID: Schnitzer Portland 22001731

Job ID: 70259

Sample#: 70259-001

Sample ID: SW-1

Matrix: Water

Sampled: 6/21/24 9:20

Parameter	Reporting		Units	Instr Dil'n	Prep	Analysis				Reference
	Result	Limit				Analyst	Date	Batch	Date	Time
TPH C10-C36	630	200	ug/L	1	SFP	6/27/24	18958	7/8/24	18:44	SW3510C8015D
Surrogate Recovery	Limits									
2-fluorobiphenyl SUR	60	40-140	%	1	SFP	6/27/24	18958	7/8/24	18:44	SW3510C8015D
o-terphenyl SUR	42	40-140	%	1	SFP	6/27/24	18958	7/8/24	18:44	SW3510C8015D

Sample#: 70259-001

Sample ID: SW-1

Matrix: Water

Sampled: 6/21/24 9:20

Parameter	Reporting		Units	Instr Dil'n	Prep	Analysis				Reference
	Result	Limit				Analyst	Date	Batch	Date	Time
naphthalene	< 1.0J	1.0	ug/L	1	CL	6/27/24	18942	7/2/24	13:22	MA EPH
2-methylnaphthalene	< 1.0J	1.0	ug/L	1	CL	6/27/24	18942	7/2/24	13:22	MA EPH
phenanthrene	< 1.0	1.0	ug/L	1	CL	6/27/24	18942	7/2/24	13:22	MA EPH
acenaphthene	< 1.0	1.0	ug/L	1	CL	6/27/24	18942	7/2/24	13:22	MA EPH
acenaphthylene	< 1.0	1.0	ug/L	1	CL	6/27/24	18942	7/2/24	13:22	MA EPH
fluorene	< 1.0	1.0	ug/L	1	CL	6/27/24	18942	7/2/24	13:22	MA EPH
anthracene	< 1.0	1.0	ug/L	1	CL	6/27/24	18942	7/2/24	13:22	MA EPH
fluoranthene	< 1.0	1.0	ug/L	1	CL	6/27/24	18942	7/2/24	13:22	MA EPH
pyrene	< 1.0	1.0	ug/L	1	CL	6/27/24	18942	7/2/24	13:22	MA EPH
benzo(a)anthracene	< 1.0	1.0	ug/L	1	CL	6/27/24	18942	7/2/24	13:22	MA EPH
chrysene	< 1.0	1.0	ug/L	1	CL	6/27/24	18942	7/2/24	13:22	MA EPH
benzo(b)fluoranthene	< 1.0	1.0	ug/L	1	CL	6/27/24	18942	7/2/24	13:22	MA EPH
benzo(k)fluoranthene	< 1.0	1.0	ug/L	1	CL	6/27/24	18942	7/2/24	13:22	MA EPH
benzo(a)pyrene	< 1.0	1.0	ug/L	1	CL	6/27/24	18942	7/2/24	13:22	MA EPH
indeno(1,2,3-cd)pyrene	< 1.0	1.0	ug/L	1	CL	6/27/24	18942	7/2/24	13:22	MA EPH
dibenzo(a,h)anthracene	< 1.0	1.0	ug/L	1	CL	6/27/24	18942	7/2/24	13:22	MA EPH
benzo(g,h,i)perylene	< 1.0	1.0	ug/L	1	CL	6/27/24	18942	7/2/24	13:22	MA EPH
Unadjusted C11-C22 Aromatics	< 100	100	ug/L	1	SFP	6/27/24	18942	7/2/24	4:44	MA EPH
C9-C18 Aliphatics	< 100	100	ug/L	1	SFP	6/27/24	18942	7/2/24	4:44	MA EPH
C19-C36 Aliphatics	210	100	ug/L	1	SFP	6/27/24	18942	7/2/24	4:44	MA EPH
C11-C22 Aromatics	< 100	100	ug/L	1	SFP	6/27/24	18942	7/2/24	4:44	MA EPH
Surrogate Recovery	Limits									
1-chloro-octadecane SUR	52	40-140	%	1	SFP	6/27/24	18942	7/2/24	4:44	MA EPH
o-terphenyl SUR	59	40-140	%	1	SFP	6/27/24	18942	7/2/24	4:44	MA EPH
2-fluorobiphenyl SUR	76	40-140	%	1	SFP	6/27/24	18942	7/2/24	4:44	MA EPH
2-bromonaphthalene SUR	77	40-140	%	1	SFP	6/27/24	18942	7/2/24	4:44	MA EPH

J = The percent recovery was below the acceptance criteria in the LCS. The LCSD showed acceptable results. The reported result is an estimate.

Project ID: Schnitzer Portland 22001731

Job ID: 70259

Sample#: 70259-001

Sample ID: SW-1

Matrix: Water

Sampled: 6/21/24 9:20

Parameter	Result	Reporting Limit	Units	Instr Dil'n Factor	Analyst	Prep Date	Batch	Analysis Date	Time	Reference
Total Suspended Solids (TSS)	12	9.3	mg/L	1	JC		2401814	6/28/24	8:58	SM2540D

Quality Control Report

Absolute Resource
associates



124 Heritage Avenue Unit 16
Portsmouth, NH 03801
www.absoluteresourceassociates.com



Case Narrative

Lab # 70259

Sample Receiving and Chain of Custody Discrepancies

Samples were received in acceptable condition, between 0 and 6 degrees C, on ice, and in accordance with sample handling, preservation and integrity guidelines.

Calibration

No exceptions noted.

Method Blank

No exceptions noted.

Surrogate Recoveries

EPH: BLK, LCS, and LCSD18942 had a percent recovery for the surrogate COD that was outside acceptance criteria.

Laboratory Control Sample Results

EPH: The LCS18942 had percent recoveries for naphthalene and 2-methylnaphthalene that were outside acceptance criteria. Data has been qualified.

Matrix Spike/Matrix Spike Duplicate/Duplicate Results

Not requested for this project.

Other

Reporting Limits: Dilutions performed during the analysis are noted on the result pages.

No other exceptions noted.

GLOSSARY

%R	Percent Recovery
BLK	Blank (Method Blank, Preparation Blank)
CCB	Continuing Calibration Blank
CCV	Continuing Calibration Verification
CRM	Certified Reference Material (associated with solid Metals samples)
CRMD	Certified Reference Material Duplicate (associated with solid Metals samples)
Dil'n	Dilution
DL	Detection Limit
DUP	Duplicate
LCS	Laboratory Control Sample
LCSD	Laboratory Control Sample Duplicate
LOD	Limit of Detection
LOQ	Limit of Quantitation
MB	Methanol Blank (associated with solid VOC samples)
MLCS	Methanol Laboratory Control Sample (associated with solid VOC samples)
MLCSD	Methanol Laboratory Control Sample Duplicate (associated with solid VOC samples)
MS	Matrix Spike
MSD	Matrix Spike Duplicate
PB	Preparation Blank
QC	Quality Control
RL	Reporting Limit
RPD	Relative Percent Difference
SUR	Surrogate



124 Heritage Avenue Unit 16
Portsmouth, NH 03801

www.absoluteresourceassociates.com

- QC Report -

Method	QC ID	Parameter	Associated Sample	Result	Units	Amt Added	%R	Limits	RPD	RPD Limit
MA EPH	BLK18942	naphthalene		<	1.0	ug/L				
		2-methylnaphthalene		<	1.0	ug/L				
		phenanthrene		<	1.0	ug/L				
		acenaphthene		<	1.0	ug/L				
		acenaphthylene		<	1.0	ug/L				
		fluorene		<	1.0	ug/L				
		anthracene		<	1.0	ug/L				
		fluoranthene		<	1.0	ug/L				
		pyrene		<	1.0	ug/L				
		benzo(a)anthracene		<	1.0	ug/L				
		chrysene		<	1.0	ug/L				
		benzo(b)fluoranthene		<	1.0	ug/L				
		benzo(k)fluoranthene		<	1.0	ug/L				
		benzo(a)pyrene		<	1.0	ug/L				
		indeno(1,2,3-cd)pyrene		<	1.0	ug/L				
		dibenzo(a,h)anthracene		<	1.0	ug/L				
		benzo(g,h,i)perylene		<	1.0	ug/L				
		Unadjusted C11-C22 Aromatics		<	100	ug/L				
		C9-C18 Aliphatics		<	100	ug/L				
		C19-C36 Aliphatics		<	100	ug/L				
		C11-C22 Aromatics		<	100	ug/L				
		1-chloro-octadecane SUR		19	%		*	40	140	
		o-terphenyl SUR		40	%			40	140	
		2-fluorobiphenyl SUR		61	%			40	140	
		2-bromonaphthalene SUR		68	%			40	140	

Method	QC ID	Parameter	Associated Sample	Result	Units	Amt Added	%R	Limits	RPD	RPD Limit
MA EPH	LCS18942	naphthalene		22	ug/L	60	37 *	40	140	
		2-methylnaphthalene		22	ug/L	60	37 *	40	140	
		phenanthrene		40	ug/L	60	67	40	140	
		acenaphthene		32	ug/L	60	53	40	140	
		acenaphthylene		30	ug/L	60	51	40	140	
		fluorene		35	ug/L	60	58	40	140	
		anthracene		37	ug/L	60	62	40	140	
		fluoranthene		39	ug/L	60	65	40	140	
		pyrene		43	ug/L	60	71	40	140	
		benzo(a)anthracene		34	ug/L	60	57	40	140	
		chrysene		38	ug/L	60	63	40	140	
		benzo(b)fluoranthene		35	ug/L	60	58	40	140	
		benzo(k)fluoranthene		38	ug/L	60	63	40	140	
		benzo(a)pyrene		37	ug/L	60	61	40	140	
		indeno(1,2,3-cd)pyrene		32	ug/L	60	54	40	140	
		dibenzo(a,h)anthracene		32	ug/L	60	53	40	140	
		benzo(g,h,i)perylene		34	ug/L	60	56	40	140	
		Unadjusted C11-C22 Aromatics		700	ug/L	1020	68	40	140	
		C9-C18 Aliphatics		150	ug/L	360	41	40	140	
		C19-C36 Aliphatics		330	ug/L	480	68	40	140	
		C11-C22 Aromatics		120	ug/L			40	140	
		1-chloro-octadecane SUR		36	%		*	40	140	
		o-terphenyl SUR		56	%			40	140	
		2-fluorobiphenyl SUR		70	%			40	140	
		2-bromonaphthalene SUR		73	%			40	140	

Method	QC ID	Parameter	Associated Sample	Result	Units	Amt Added	%R	Limits	RPD	RPD Limit
MA EPH	LCSD18942	naphthalene		25	ug/L	60	41	40 140	10	25
		2-methylnaphthalene		25	ug/L	60	42	40 140	13	25
		phenanthrene		40	ug/L	60	67	40 140	0	25
		acenaphthene		33	ug/L	60	54	40 140	2	25
		acenaphthylene		31	ug/L	60	52	40 140	2	25
		fluorene		36	ug/L	60	61	40 140	5	25
		anthracene		37	ug/L	60	62	40 140	0	25
		fluoranthene		47	ug/L	60	79	40 140	19	25
		pyrene		35	ug/L	60	58	40 140	20	25
		benzo(a)anthracene		33	ug/L	60	55	40 140	4	25
		chrysene		38	ug/L	60	63	40 140	0	25
		benzo(b)fluoranthene		34	ug/L	60	57	40 140	2	25
		benzo(k)fluoranthene		36	ug/L	60	60	40 140	5	25
		benzo(a)pyrene		35	ug/L	60	59	40 140	4	25
		indeno(1,2,3-cd)pyrene		32	ug/L	60	53	40 140	2	25
		dibenzo(a,h)anthracene		30	ug/L	60	51	40 140	4	25
		benzo(g,h,i)perylene		33	ug/L	60	56	40 140	1	25
		Unadjusted C11-C22 Aromatics		780	ug/L	1020	77	40 140	12	25
		C9-C18 Aliphatics		160	ug/L	360	43	40 140	6	25
		C19-C36 Aliphatics		360	ug/L	480	75	40 140	9	25
		C11-C22 Aromatics		200	ug/L			40 140		25
		1-chloro-octadecane SUR		35	%		*	40 140		
		o-terphenyl SUR		63	%			40 140		
		2-fluorobiphenyl SUR		80	%			40 140		
		2-bromonaphthalene SUR		84	%			40 140		
SW3510C8015D BLK18958		TPH C10-C36	<	200	ug/L					
		2-fluorobiphenyl SUR		62	%			40 140		
		o-terphenyl SUR		54	%			40 140		
SW3510C8015D LCS18958		TPH C10-C36		1300	ug/L	2500	51	40 140		
		2-fluorobiphenyl SUR		74	%			40 140		
		o-terphenyl SUR		62	%			40 140		
SW3510C8015D LCSD18958		TPH C10-C36		1300	ug/L	2500	53	40 140	3	20
		2-fluorobiphenyl SUR		73	%			40 140		
		o-terphenyl SUR		52	%			40 140		

Method	QC ID	Parameter	Associated Sample	Result	Units	Amt Added	%R	Limits	RPD	RPD Limit
SM2540D	DUP2401814	Total Suspended Solids (TSS)	70276-001	9600	mg/L				2	5
SM2540D	LCS2401814	Total Suspended Solids (TSS)		310	mg/L	326	96	75 125		
SM2540D	PB2401814	Total Suspended Solids (TSS)		< 2.5	mg/L					

AROMATIC HYDROCARBON BREAKTHROUGH CALCULATION

Method: MADEP EPH 2019 Rev 2.1

	Ics18942		
	Aliphatic Breakthrough	Acceptance	Date of Analysis
	(%)	Criteria	
naphthalene	0.0%	<5.0%	7/1/2024
2-methylnaphthalene	0.6%	<5.0%	7/1/2024

	Icsd18942		
	Aliphatic Breakthrough	Acceptance	Date of Analysis
	(%)	Criteria	
naphthalene	0.0%	<5.0%	7/1/2024
2-methylnaphthalene	0.3%	<5.0%	7/1/2024

70259

Job Number:

Comments:

Preservation / Analysis	Bottle Size/Type & Quantity						Check pH for ALL applicable samples and document:
HCl	40mL(G)	250mL(P)	500mL(P)	1L(G)	2		pH ✓ OK
HNO ₃	125mL(P)	250mL(P)	500mL(P)				
H ₂ SO ₄	40mL(G)	60mL(P)	125mL(P)	250mL(P)		500mL(P)	
NaOH	125mL(P)	250mL(P)					
(NH ₄) ₂ SO ₄	60mL(P)	125mL(P)	250mL(P)				
ZnAc-NaOH	125mL(P)	250mL(P)					
Trizma	125mL(P)	250mL(P)					pH ✓ by analyst; VOC, PFAS, TOC, O&G
NH ₄ Ac	125mL(P)	250mL(P)					Residual Cl not present:
NaS ₂ O ₃	40mL(G)	120mL(P)					ABN625 Pest608
MeOH	20mL(G)	40mL(G)					Bacteria ResCl ✓ by analyst
None (solid)	2oz(G)	4oz(G)	8oz(G)	Syringe			PC Dry applicable? Y N
None (water)	40mL(G)	60mL(P)	125mL(P)	250mL(P)		500mL(P)	1L(G) 2 1L(P) 1
Mold	Cassette	Bulk	Plate	Tape Lift			
Asbestos	Cassette	Bulk					
Lead	Cassette	Bulk	Wipe				

Log-in Review	Yes	No	NA	Comments
Proper lab sample containers/enough volume/correct preservative?	✓			
Analyses marked on COC match bottles received?	✓			
VOC & TOC Water-no headspace?			✓	
VOC Solid-MeOH covers solid, no leaks, Prep Expiration OK?			✓	
PFAS: ARA bottles & samples/FRB same Lot#? QC rec'd, if req'd?			✓	Lot ID#: _____
Bacteria bottles provided by ARA?			✓	
Samples within holding time?	✓			
Immediate tests communicated in writing: TPH expiring 6/29	✓			SLB
NO ₃ , NO ₂ -O, PO ₄ , pH, BOD, Coliform/ <i>E. coli</i> (P/A or MPN), Enterococci, Color	✓			
Surfactants, Turbidity, Odor, CrVI, Ferrous Iron, Dissolved Oxygen, Unpres 624	✓			
Date, time & ID on samples match CoC?	✓			
Rushes communicated to analyst in writing?			✓	
Subcontracted samples sent to sub lab?			✓	Date Prep'd: _____ Date sent: _____
Pesticides EPA 608 pH5-9?			✓	
Compliance samples have no discrepancies/require no flags?			✓	(Or must be rejected)
Log-in Supervisor notified immediately of following items:			✓	Discrepancies, compliance samples (NHDES, MADEP, DoD etc.) or uncommon requests.

Inspected and Received By: ALP Date/Time: 6/26/24 9:18

☐ Client ID/Project Manager	☐ On Ice, Temperature OK?	☐ Sample IDs	☐ Analyses in Correctly
☐ Project Name	☐ PO# (if provided)	☐ Matrix	☐ references
☐ TAT/rushes communicated	☐ Sub samples sent? Shipping Charge?	☐ Date/Time collected	☐ wastewater methods
☐ Received Date/Time	☐ Issues noted above communicated?	☐ Short HT's communicated	☐ Notes from CoC in LIMS
Reviewed By: _____		Date: _____	

Notes: (continue on back as needed)

Initials	Date	What was sent?
Uploaded / PDF _____	_____	Report / Data / EDD / Invoice
Uploaded / PDF _____	_____	Report / Data / EDD / Invoice
Uploaded / PDF _____	_____	Report / Data / EDD / Invoice

Laboratory Report



Absolute Resource *associates*

124 Heritage Avenue Portsmouth NH 03801

Chris Beahm
CREDERE Associates
776 Main Street
Westbrook, ME 04092

PO Number: None
Job ID: 71489
Date Received: 9/27/24

Project: Schnitzer Portland 22001731

Attached please find results for the analysis of the samples received on the date referenced above.

Unless otherwise noted in the attached report, the analyses performed met the requirements of Absolute Resource Associates' Quality Assurance Plan. The Standard Operating Procedures are based upon USEPA SW-846, USEPA Methods for Chemical Analysis of Water and Wastewater, Standard Methods for the Examination of Water and Wastewater and other recognized methodologies. The results contained in this report pertain only to the samples as indicated on the chain of custody.

Absolute Resource Associates maintains certification with the agencies listed below. The reported results apply to the sample(s) in the condition as received at the time the laboratory took custody. This report shall not be reproduced except in full, without written approval of the laboratory. The liability of ARA is limited to the cost of the requested analyses, unless otherwise agreed upon in writing.

We appreciate the opportunity to provide laboratory services. If you have any questions regarding the enclosed report, please contact the laboratory and we will be glad to assist you.

Sincerely,
Absolute Resource Associates

Willie Stone
Authorized Signature

Date of Approval: 10/14/2024
Total number of pages: 14

Absolute Resource Associates Certifications

New Hampshire 1732
Maine NH902

Massachusetts M-NH902

Sample Association Table

Field ID	Matrix	Date-Time Sampled	Lab#	Analysis
SW-1	Water	9/26/2024 11:10	71489-001	EPH in water by MADEP Method Total Suspended Solids by SM2540D TPH in water by 8100

Project ID: Schnitzer Portland 22001731

Job ID: 71489

Sample#: 71489-001

Sample ID: SW-1

Matrix: Water

Sampled: 9/26/24 11:10

Parameter	Reporting		Units	Instr Dil'n	Factor	Analyst	Prep Date	Analysis			Reference
	Result	Limit						Batch	Date	Time	
TPH C10-C36	710B	200	ug/L	1		SFP	10/1/24	19369	10/2/24	17:14	SW3510C8015D
Surrogate Recovery	Limits										
2-fluorobiphenyl SUR	64	40-140	%	1		SFP	10/1/24	19369	10/2/24	17:14	SW3510C8015D
o-terphenyl SUR	61	40-140	%	1		SFP	10/1/24	19369	10/2/24	17:14	SW3510C8015D

B = A low level of this analyte was also detected in the PB.

Sample#: 71489-001

Sample ID: SW-1

Matrix: Water

Sampled: 9/26/24 11:10

Parameter	Reporting		Units	Instr Dil'n	Factor	Analyst	Prep Date	Analysis			Reference
	Result	Limit						Batch	Date	Time	
naphthalene	< 1.0	1.0	ug/L	1		CL	10/1/24	19367	10/9/24	17:44	MA EPH
2-methylnaphthalene	< 1.0	1.0	ug/L	1		CL	10/1/24	19367	10/9/24	17:44	MA EPH
phenanthrene	< 1.0	1.0	ug/L	1		CL	10/1/24	19367	10/9/24	17:44	MA EPH
acenaphthene	< 1.0	1.0	ug/L	1		CL	10/1/24	19367	10/9/24	17:44	MA EPH
acenaphthylene	< 1.0	1.0	ug/L	1		CL	10/1/24	19367	10/9/24	17:44	MA EPH
fluorene	< 1.0	1.0	ug/L	1		CL	10/1/24	19367	10/9/24	17:44	MA EPH
anthracene	< 1.0	1.0	ug/L	1		CL	10/1/24	19367	10/9/24	17:44	MA EPH
fluoranthene	< 1.0	1.0	ug/L	1		CL	10/1/24	19367	10/9/24	17:44	MA EPH
pyrene	< 1.0	1.0	ug/L	1		CL	10/1/24	19367	10/9/24	17:44	MA EPH
benzo(a)anthracene	< 1.0	1.0	ug/L	1		CL	10/1/24	19367	10/9/24	17:44	MA EPH
chrysene	< 1.0	1.0	ug/L	1		CL	10/1/24	19367	10/9/24	17:44	MA EPH
benzo(b)fluoranthene	< 1.0	1.0	ug/L	1		CL	10/1/24	19367	10/9/24	17:44	MA EPH
benzo(k)fluoranthene	< 1.0	1.0	ug/L	1		CL	10/1/24	19367	10/9/24	17:44	MA EPH
benzo(a)pyrene	< 1.0	1.0	ug/L	1		CL	10/1/24	19367	10/9/24	17:44	MA EPH
indeno(1,2,3-cd)pyrene	< 1.0	1.0	ug/L	1		CL	10/1/24	19367	10/9/24	17:44	MA EPH
dibenzo(a,h)anthracene	< 1.0	1.0	ug/L	1		CL	10/1/24	19367	10/9/24	17:44	MA EPH
benzo(g,h,i)perylene	< 1.0	1.0	ug/L	1		CL	10/1/24	19367	10/9/24	17:44	MA EPH
Unadjusted C11-C22 Aromatics	180B	100	ug/L	1		SFP	10/1/24	19367	10/9/24	2:13	MA EPH
C9-C18 Aliphatics	< 100	100	ug/L	1		SFP	10/1/24	19367	10/9/24	2:13	MA EPH
C19-C36 Aliphatics	< 100	100	ug/L	1		SFP	10/1/24	19367	10/9/24	2:13	MA EPH
C11-C22 Aromatics	180B	100	ug/L	1		SFP	10/1/24	19367	10/9/24	2:13	MA EPH
Surrogate Recovery	Limits										
1-chloro-octadecane SUR	36*	40-140	%	1		SFP	10/1/24	19367	10/9/24	2:13	MA EPH
o-terphenyl SUR	53	40-140	%	1		SFP	10/1/24	19367	10/9/24	2:13	MA EPH
2-fluorobiphenyl SUR	82	40-140	%	1		SFP	10/1/24	19367	10/9/24	2:13	MA EPH
2-bromonaphthalene SUR	86	40-140	%	1		SFP	10/1/24	19367	10/9/24	2:13	MA EPH

** This surrogate showed recovery outside the acceptance limits.*

B = A similar concentration was detected in the prep blank.

Project ID: Schnitzer Portland 22001731

Job ID: 71489

Sample#: 71489-001

Sample ID: SW-1

Matrix: Water

Sampled: 9/26/24 11:10

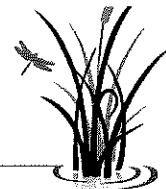
Parameter	Result	Reporting Limit	Units	Instr Dil'n Factor	Analyst	Prep Date	Batch	Analysis Date	Time	Reference
Total Suspended Solids (TSS)	21	7.4	mg/L	1	JC		2403002	10/3/24	9:10	SM2540D

Quality Control Report

Absolute Resource
associates



124 Heritage Avenue Unit 16
Portsmouth, NH 03801
www.absoluteresourceassociates.com



Case Narrative

Lab # 71489

Sample Receiving and Chain of Custody Discrepancies

Samples were received in acceptable condition, between 0 and 6 degrees C, on ice, and in accordance with sample handling, preservation and integrity guidelines.

Calibration

No exceptions noted.

Method Blank

EPH: The range, C11-C22 Aromatics, was detected in the BLK19367 at 210ug/L. The associated samples have been qualified accordingly.

TPH: The range, TPH C10-C36, was detected in the BLK19369 at 250ug/L. The associated samples have been qualified accordingly.

Surrogate Recoveries

EPH: Sample 71489-001, BLK19367, and LCS19367 had recoveries for one or more surrogates outside acceptance criteria. Data has been qualified.

Laboratory Control Sample Results

No exceptions noted.

Matrix Spike/Matrix Spike Duplicate/Duplicate Results

Not requested for this project.

Other

Reporting Limits: Dilutions performed during the analysis are noted on the result pages.

No other exceptions noted.

GLOSSARY

%R	Percent Recovery
BLK	Blank (Method Blank, Preparation Blank)
CCB	Continuing Calibration Blank
CCV	Continuing Calibration Verification
CRM	Certified Reference Material (associated with solid Metals samples)
CRMD	Certified Reference Material Duplicate (associated with solid Metals samples)
Dil'n	Dilution
DL	Detection Limit
DUP	Duplicate
LCS	Laboratory Control Sample
LCSD	Laboratory Control Sample Duplicate
LOD	Limit of Detection
LOQ	Limit of Quantitation
MB	Methanol Blank (associated with solid VOC samples)
MLCS	Methanol Laboratory Control Sample (associated with solid VOC samples)
MLCSD	Methanol Laboratory Control Sample Duplicate (associated with solid VOC samples)
MS	Matrix Spike
MSD	Matrix Spike Duplicate
PB	Preparation Blank
QC	Quality Control
RL	Reporting Limit
RPD	Relative Percent Difference
SUR	Surrogate



124 Heritage Avenue Unit 16
Portsmouth, NH 03801

www.absoluteassociates.com

- QC Report -

Method	QC ID	Parameter	Associated Sample	Result	Units	Amt Added	%R	Limits	RPD	RPD Limit
MA EPH	BLK19367	naphthalene		<	1.0	ug/L				
		2-methylnaphthalene		<	1.0	ug/L				
		phenanthrene		<	1.0	ug/L				
		acenaphthene		<	1.0	ug/L				
		acenaphthylene		<	1.0	ug/L				
		fluorene		<	1.0	ug/L				
		anthracene		<	1.0	ug/L				
		fluoranthene		<	1.0	ug/L				
		pyrene		<	1.0	ug/L				
		benzo(a)anthracene		<	1.0	ug/L				
		chrysene		<	1.0	ug/L				
		benzo(b)fluoranthene		<	1.0	ug/L				
		benzo(k)fluoranthene		<	1.0	ug/L				
		benzo(a)pyrene		<	1.0	ug/L				
		indeno(1,2,3-cd)pyrene		<	1.0	ug/L				
		dibenzo(a,h)anthracene		<	1.0	ug/L				
		benzo(g,h,i)perylene		<	1.0	ug/L				
		Unadjusted C11-C22 Aromatics			210	ug/L		*		
		C9-C18 Aliphatics		<	100	ug/L				
		C19-C36 Aliphatics		<	100	ug/L				
		C11-C22 Aromatics			210	ug/L		*		
		1-chloro-octadecane SUR			5	%		*	40	140
		o-terphenyl SUR			30	%		*	40	140
		2-fluorobiphenyl SUR			83	%			40	140
		2-bromonaphthalene SUR			88	%			40	140

Method	QC ID	Parameter	Associated Sample	Result	Units	Amt Added	%R	Limits	RPD	RPD Limit
MA EPH	LCS19367	naphthalene		33	ug/L	60	54	40	140	
		2-methylnaphthalene		30	ug/L	60	50	40	140	
		phenanthrene		44	ug/L	60	74	40	140	
		acenaphthene		38	ug/L	60	63	40	140	
		acenaphthylene		30	ug/L	60	50	40	140	
		fluorene		34	ug/L	60	57	40	140	
		anthracene		43	ug/L	60	72	40	140	
		fluoranthene		39	ug/L	60	65	40	140	
		pyrene		47	ug/L	60	79	40	140	
		benzo(a)anthracene		33	ug/L	60	55	40	140	
		chrysene		40	ug/L	60	67	40	140	
		benzo(b)fluoranthene		38	ug/L	60	63	40	140	
		benzo(k)fluoranthene		43	ug/L	60	71	40	140	
		benzo(a)pyrene		37	ug/L	60	61	40	140	
		indeno(1,2,3-cd)pyrene		33	ug/L	60	55	40	140	
		dibenzo(a,h)anthracene		31	ug/L	60	51	40	140	
		benzo(g,h,i)perylene		33	ug/L	60	56	40	140	
		Unadjusted C11-C22 Aromatics		900	ug/L	1020	88	40	140	
		C9-C18 Aliphatics		160	ug/L	360	45	40	140	
		C19-C36 Aliphatics		390	ug/L	480	82	40	140	
		C11-C22 Aromatics		270	ug/L			40	140	
		1-chloro-octadecane SUR		39	%		*	40	140	
		o-terphenyl SUR		65	%			40	140	
		2-fluorobiphenyl SUR		79	%			40	140	
		2-bromonaphthalene SUR		83	%			40	140	

Method	QC ID	Parameter	Associated Sample	Result	Units	Amt Added	%R	Limits	RPD	RPD Limit
MA EPH	LCSD19367	naphthalene		30	ug/L	60	50	40 140	8	25
		2-methylnaphthalene		25	ug/L	60	42	40 140	16	25
		phenanthrene		44	ug/L	60	73	40 140	1	25
		acenaphthene		36	ug/L	60	60	40 140	5	25
		acenaphthylene		27	ug/L	60	44	40 140	12	25
		fluorene		33	ug/L	60	55	40 140	5	25
		anthracene		41	ug/L	60	69	40 140	4	25
		fluoranthene		41	ug/L	60	69	40 140	6	25
		pyrene		41	ug/L	60	69	40 140	14	25
		benzo(a)anthracene		31	ug/L	60	52	40 140	6	25
		chrysene		38	ug/L	60	64	40 140	5	25
		benzo(b)fluoranthene		36	ug/L	60	60	40 140	4	25
		benzo(k)fluoranthene		39	ug/L	60	64	40 140	10	25
		benzo(a)pyrene		34	ug/L	60	57	40 140	7	25
		indeno(1,2,3-cd)pyrene		35	ug/L	60	58	40 140	6	25
		dibenzo(a,h)anthracene		33	ug/L	60	54	40 140	6	25
		benzo(g,h,i)perylene		36	ug/L	60	60	40 140	8	25
		Unadjusted C11-C22 Aromatics		970	ug/L	1020	95	40 140	7	25
		C9-C18 Aliphatics		150	ug/L	360	42	40 140	7	25
		C19-C36 Aliphatics		350	ug/L	480	73	40 140	12	25
		C11-C22 Aromatics		370	ug/L			40 140		25
		1-chloro-octadecane SUR		41	%			40 140		
		o-terphenyl SUR		71	%			40 140		
		2-fluorobiphenyl SUR		85	%			40 140		
		2-bromonaphthalene SUR		90	%			40 140		
SW3510C8015D BLK19369		TPH C10-C36		250	ug/L			*		
		2-fluorobiphenyl SUR		63	%			40 140		
		o-terphenyl SUR		68	%			40 140		
SW3510C8015D LCS19369		TPH C10-C36		1600	ug/L	2500	63	40 140		
		2-fluorobiphenyl SUR		74	%			40 140		
		o-terphenyl SUR		72	%			40 140		
SW3510C8015D LCSD19369		TPH C10-C36		1800	ug/L	2500	73	40 140	15	20
		2-fluorobiphenyl SUR		76	%			40 140		
		o-terphenyl SUR		77	%			40 140		

Method	QC ID	Parameter	Associated Sample	Result	Units	Amt Added	%R	Limits	RPD	RPD Limit
SM2540D	DUP2403002	Total Suspended Solids (TSS)	71513-001	170	mg/L				20	10
SM2540D	LCS2403002	Total Suspended Solids (TSS)		91	mg/L	100	91	75 125		
SM2540D	PB2403002	Total Suspended Solids (TSS)		< 2.5	mg/L					

AROMATIC HYDROCARBON BREAKTHROUGH CALCULATION

Method: MADEP EPH 2019 Rev 2.1

	ics19367		
	Aliphatic Breakthrough	Acceptance	Date of Analysis
	(%)	Criteria	
naphthalene	0.0%	<5.0%	10/8/2024
2-methylnaphthalene	0.1%	<5.0%	10/8/2024

	icsd19367		
	Aliphatic Breakthrough	Acceptance	Date of Analysis
	(%)	Criteria	
naphthalene	0.0%	<5.0%	10/8/2024
2-methylnaphthalene	0.1%	<5.0%	10/8/2024



Reporting	QAPP	GW-1	S-1
Limits:	EPA DW	Other	

☐ VOC 8260 ☐ VOC 8260 NHDES ☐ VOC 8260 MADEP
☐ VOC 824.1 ☐ VOC 81EX MBRE only ☐ VOC 8021VT
☐ VPH MADEP ☐ GR0 8015 ☐ 1,4-Dioxane
☐ VOC 524.2 ☐ VOC 524.2 NH List ☐ Gases-List
☐ TPH 8100 ☐ DR0 8015 ☒ EPH MADEP ☐ TPH Fingers
☐ 8270PAH ☐ 8270ABN ☐ 625.1 ☐ EOB
☐ 8082 PCB ☐ 8081 Pesticides ☐ 608.3 Pas/PCB
☐ PFAS 537.1 ☐ PFAS 533 ☐ PFAS isotope dilution
☐ O&G 1664 ☐ Mineral O&G 1664
☐ pH ☐ BOD ☐ Conductivity ☐ Turbidity ☐ Apparent C
☒ TSS ☐ TDS ☐ TS ☐ TVS ☐ Alkalinity ☐ Acidity
☐ RCRA Metals ☐ Priority Pollutant Metals ☐ TAL Metals
☐ Total Metals-list: AL, Pb, Cu, Fe, Zn

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Sample Receipt Condition Report

71489

Absolute Resource Associates

Job Number:

Samples Received from: ☐ UPS ☐ FedEx ☐ USPS ☒ Lab Courier ☐ Client Drop-off ☐ _____
 Custody Seals - present & intact: ☐ Yes ☐ No ☒ N/A CoC signed: ☒ Yes ☐ No
 Receipt Temp: 0 °C Samples on ice? ☒ Yes ☐ No ☐ N/A Sampled < 24 hrs ago? ☐ Yes ☒ No
 PFAS-only real ice? ☐ Yes ☐ No ☒ N/A Any signs of freezing? ☐ Yes ☒ No

Comments:

Preservation / Analysis	Bottle Size/Type & Quantity						Check pH for ALL applicable samples and document:
HCl	40mL(G)	250mL(P)	500mL(P)	1L(G)	2		pH ✓ OK
HNO ₃	125mL(P)	250mL(P)	500mL(P)				
H ₂ SO ₄	40mL(G)	60mL(P)	125mL(P)	250mL(P)		500mL(P)	
NaOH	125mL(P)	250mL(P)					
(NH ₄) ₂ SO ₄	60mL(P)	125mL(P)	250mL(P)				
ZnAc-NaOH	125mL(P)	250mL(P)					
Trizma	125mL(P)	250mL(P)					
NH ₄ Ac	125mL(P)	250mL(P)					
Na ₂ S ₂ O ₃	40mL(G)	120mL(P)					
MeOH	20mL(G)	40mL(G)					
None (solid)	2oz(G)	4oz(G)	8oz(G)	Syringe			
None (water)	40mL(G)	60mL(P)	125mL(P)	250mL(P)		500mL(P)	
Mold	Cassette	Bulk	Plate	Tape Lift			
Asbestos	Cassette	Bulk					
Lead	Cassette	Bulk	Wipe				

pH ✓ by analyst: VOC, PFAS, TOC, ORG
 Residual Cl not present:
 ABN625 Pest608
 Bacteria ResCl ✓ by analyst
 PC Dry applicable? Y (N)

Login Review	Yes	No	NA	Comments
Proper lab sample containers/enough volume/correct preservative?	X			TSS bottle 1L glass (in bottom of wetchem fridge)
Analyses marked on CoC match bottles received?	X			
VOC & TOC Water-no headspace?			X	
VOC Solid MeOH covers solid, no leaks, Prep Expiration OK?			X	
PFAS: ARA bottles & samples/FRB same Lot#? QC rec'd, if req'd?			X	Lot ID#:
Bacteria bottles provided by ARA?			X	
Samples within holding time?	X			
Immediate tests communicated in writing: NO ₃ , NO ₂ -o-PO ₄ , pH, BOD, Coliform / E. coli (P/A or MPN), Enterococci, Color Surfactants, Turbidity, Odor, CrVI, Ferrous Iron, Dissolved Oxygen, Unpres 624			X	
Date, time & ID on samples match CoC?	X			
Rushes communicated to analyst in writing?			X	
Subcontracted samples sent to sub lab?			X	Date Prep'd: _____ Date sent: _____
Pesticides EPA 608 pH5-9?			X	
Compliance samples have no discrepancies/require no flags?			X	(Or must be rejected)
Log in Supervisor notified immediately of following items:			X	Discrepancies, compliance samples (NHDES, MADEP, DoD etc.) or uncommon requests.

Inspected and Received By: MEODate/Time: 9/27/24 11:27

Peer Review Checklist

☐ Client ID/Project Manager	☐ On Ice, Temperature OK?	☐ Sample IDs	☐ Analyses in Correctly
☐ Project Name	☐ PO# (if provided)	☐ Matrix	-references
☐ TAT/rushes communicated	☐ Sub samples sent? Shipping Charge?	☐ Date/Time collected	-wastewater methods
☐ Received Date/Time	☐ Issues noted above communicated?	☐ Short HTs communicated	☐ Notes from CoC in LIMS

Reviewed By: _____

Date: _____

Notes: (continue on back as needed)

Initials	Date	What was sent?
Uploaded / PDF	_____	Report / Data / EDD / Invoice
Uploaded / PDF	_____	Report / Data / EDD / Invoice
Uploaded / PDF	_____	Report / Data / EDD / Invoice

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

ORDER
GRANTING MUNICIPAL OFFICERS'
APPROVAL OF:

Schnitzer Northeast, LLC. Application for Scrap Metal Recycling License at 568 Riverside Street.

August 22, 2025

To: Danielle West, City Manager

From: Matt Grooms, Deputy Director, Planning & Urban Development

RE: Schnitzer Northeast, LLC, Scrap Metal Recycling License

I. Background:

The applicant, Schnitzer Northeast, has submitted a request for renewal of its scrap metal recycling facility license for its facility located at 568 Riverside Street, within the I-M Moderate-Impact Industrial zone, operated as Radius Recycling. The facility is regulated under both Chapter 31 in the City of Portland Code of Ordinances, and under the Maine Department of Environmental Protection (DEP) licensing requirements. Scrap metal recycling licenses must be renewed every three years, and the last license was issued in 2022. The facility has been in continuous operation at this site since 2010.

II. Review of Renewal Standards:

The standards for renewing a scrap metal facility license are addressed under Sec. 31-9 of the ordinance (process and standards for renewal of a license) as shown below. The submitted application meets the standards.

- a. Identification of Changes** – An application for renewal must identify any modifications to the information required under the original submission standards.

Staff Finding - The applicant has confirmed that no substantive changes have been made regarding the facility or its operation since the license was last renewed in 2022. Staff consider this standard to be met.

- b. Soil and Groundwater Testing** – The applicant must provide evidence of required testing conducted within the prior license period. The purpose of this requirement is to ensure that scrap metal recycling operations do not contaminate soil or groundwater above limits set in state regulations.

Staff Finding - The renewal application includes soil and groundwater testing performed in 2024. Testing was conducted in accordance with Maine DEP requirements under Chapter 402 (Solid Waste Management Rules) and compared against applicable DEP benchmarks for groundwater and soils. Results showed no exceedances of petroleum hydrocarbons, volatile organic compounds (VOCs), or

dissolved metals above DEP regulatory thresholds, and no prohibited contamination was detected. Based on these results, staff find that the applicant has complied with the soil and groundwater testing requirements, and consider this standard to be met.

- c. **Remedial Action Plan** – If a remedial action plan was required by the City during the prior license term, the applicant must provide evidence of its implementation.

Staff Finding - No remedial action plan was required as a condition of the last license issued in 2022. Staff consider this standard to be not applicable.

- d. **License Renewal** – If the City Council finds that the above-listed renewal criteria are met, the City Council shall issue a renewal of the license.

Staff Finding - Staff consider each of the three criteria above to be met and would therefore recommend that the City Council renew the license for Schnitzer Northeast, LLC's facility at 568 Riverside Street.

- e. **License Renewal Period** – If the Council finds that the facility complies with the above-listed criteria and renews the license, the license shall be valid for three years, subject to ongoing environmental testing as detailed in Sec. 31-9(e)(1) in the City Code.

Staff Finding – If the City Council grants renewal, the license shall be valid for three years pursuant to Sec. 31-9(e). In accordance with Sec. 31-9(e)(1), environmental testing would be required on a triennial basis, as the monitoring results from the prior license period demonstrate compliance with applicable state and local stormwater management requirements. This information is documented in the attached Environmental Monitoring Plan (EMP) which details surface water monitoring three times per year at a designated wet pond outfall on site. If future monitoring results indicate non-compliance, testing shall revert to an annual schedule until three consecutive years of compliance are documented.

III. Conclusions and Recommendations

Per staff's review, this application for license renewal complies with all renewal requirements listed under Sec. 31-9 in the City Code. Soil and groundwater testing demonstrate compliance with state and local requirements; no remedial action plan was required under the prior license issued, and the Environmental Monitoring Plan continues to verify compliance with stormwater requirements. Based upon these findings, staff recommend that the City Council approve the renewal of Schnitzer Northeast, LLC scrap metal recycling facilities license for the 2025-2028 term for its facility at 568 Riverside Street, subject to continued compliance with Chapter 31 and applicable Maine DEP license conditions.



**PORTLAND MAINE
CUMBERLAND COUNTY HOME
CONSORTIUM**

**CONSOLIDATED ANNUAL PERFORMANCE
AND EVALUATION REPORT
2024-2025 (Year 3)**

City of Portland, Maine
Housing and Economic Development Department
Housing and Community Development Division
389 Congress Street, Room 312 and 313
Portland, ME 04101
www.portlandmaine.gov

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Attachments:

1. Cover Page and Table of Contents
2. SAGE Reports
3. Public Notice Documentation
4. PR-26 Reports
5. HOME Reports

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

Portland places needs, goals, and priorities into four categories: Addressing the Needs of the Growing Homeless Population; Housing Availability; Economic Opportunity; and Neighborhood Investment and Infrastructure. These four categories guide the projects in the Consolidated Plan and Annual Action Plans and are based on HUD-provided data, independent research, community outreach, consultation with agencies and service providers, and established goals and priorities of the City of Portland and the Cumberland County HOME Consortium.

Most CDBG activities were successful in meeting their goals, with some exceeding their goals. Activities providing housing and food services substantially exceeded their goals. A challenge cited by public service providers, particularly those providing housing start up services and shelter services for long-term stayers, has been the housing crisis, which made it difficult to find housing and serve the list of ever-growing people in need.

In 2024, a total of 64 residential projects were approved by the City of Portland, representing 464 dwelling units. The majority of the units (396) are anticipated as rental units, with the remaining (68) as owner-occupied units. Rental units were approved at 186 Woodford Street, 331 Cumberland Avenue, and 70 E. Oxford Street. Ownership units were approved at 246 Eastern Promenade, additional units within the Stroudwater Preserve subdivision and condominiums at 64 Pine Street and 19 West Street. 268 of the approved units are proposed to be deed-restricted affordable housing for households earning at or below 80% of the area median income (25 units at or below 80% AMI, 69 at or below 60% and 174 at or below 50% AMI). Although the table below lists only the accomplishments directly related to the 2024-2025 program year, there were several notable accomplishments from previously awarded activities. The HOME program subsidized the rehabilitation and construction of 197 affordable rental units in Portland (13 HOME units) and helped 86 families with rental assistance.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Addressing Needs of Growing Homeless Population	Homeless	CDBG: \$ / ESG: \$ / Cotton St: \$20000	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	39125	44151	112.85%	13420	20190	150.45%
Addressing Needs of Growing Homeless Population	Homeless	CDBG: \$ / ESG: \$ / Cotton St: \$20000	Homeless Person Overnight Shelter	Persons Assisted	1750	632	36.11%	475	80	16.84%
Addressing Needs of Growing Homeless Population	Homeless	CDBG: \$ / ESG: \$ / Cotton St: \$20000	Overnight/Emergency Shelter/Transitional Housing Beds added	Beds	15	7	46.67%	0	0	
Addressing Needs of Growing Homeless Population	Homeless	CDBG: \$ / ESG: \$ / Cotton St: \$20000	Homelessness Prevention	Persons Assisted	500	0	0.00%	384	0	0.00%
Addressing Needs of Growing Homeless Population	Homeless	CDBG: \$ / ESG: \$ / Cotton St: \$20000	Housing for Homeless added	Household Housing Unit	5	0	0.00%			

Economic Opportunity	Non-Housing Community Development Economic Development	CDBG: \$ / Section 108: \$ / Cotton St: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	103		0	103	
Economic Opportunity	Non-Housing Community Development Economic Development	CDBG: \$ / Section 108: \$ / Cotton St: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1186	811	68.38%			
Economic Opportunity	Non-Housing Community Development Economic Development	CDBG: \$ / Section 108: \$ / Cotton St: \$	Homeless Person Overnight Shelter	Persons Assisted	0	0				
Economic Opportunity	Non-Housing Community Development Economic Development	CDBG: \$ / Section 108: \$ / Cotton St: \$	Homelessness Prevention	Persons Assisted	0	713				
Economic Opportunity	Non-Housing Community Development Economic Development	CDBG: \$ / Section 108: \$ / Cotton St: \$	Jobs created/retained	Jobs	50	2	4.00%	0	2	
Economic Opportunity	Non-Housing Community Development Economic Development	CDBG: \$ / Section 108: \$ / Cotton St: \$	Businesses assisted	Businesses Assisted	35	44	125.71%	6	38	633.33%

CAPER

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Housing Availability	Affordable Housing Public Housing	CDBG: \$ / HOME: \$ / Housing Trust Fund: \$ / HOME-ARP: \$ / Lead-Safe PI: \$	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	60	0	0.00%			
Housing Availability	Affordable Housing Public Housing	CDBG: \$ / HOME: \$ / Housing Trust Fund: \$ / HOME-ARP: \$ / Lead-Safe PI: \$	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	100	0	0.00%			
Housing Availability	Affordable Housing Public Housing	CDBG: \$ / HOME: \$ / Housing Trust Fund: \$ / HOME-ARP: \$ / Lead-Safe PI: \$	Brownfield acres remediated	Acre	1	0	0.00%			

Housing Availability	Affordable Housing Public Housing	CDBG: \$ / HOME: \$ / Housing Trust Fund: \$ / HOME-ARP: \$ / Lead-Safe PI: \$	Rental units constructed	Household Housing Unit	75	0	0.00%	8	0	0.00%
Housing Availability	Affordable Housing Public Housing	CDBG: \$ / HOME: \$ / Housing Trust Fund: \$ / HOME-ARP: \$ / Lead-Safe PI: \$	Rental units rehabilitated	Household Housing Unit	25	0	0.00%	2	0	0.00%
Housing Availability	Affordable Housing Public Housing	CDBG: \$ / HOME: \$ / Housing Trust Fund: \$ / HOME-ARP: \$ / Lead-Safe PI: \$	Homeowner Housing Added	Household Housing Unit	2	0	0.00%			

Housing Availability	Affordable Housing Public Housing	CDBG: \$ / HOME: \$ / Housing Trust Fund: \$ / HOME-ARP: \$ / Lead-Safe PI: \$	Homeowner Housing Rehabilitated	Household Housing Unit	2	4	200.00%	0	2	
Housing Availability	Affordable Housing Public Housing	CDBG: \$ / HOME: \$ / Housing Trust Fund: \$ / HOME-ARP: \$ / Lead-Safe PI: \$	Direct Financial Assistance to Homebuyers	Households Assisted	1	0	0.00%			
Housing Availability	Affordable Housing Public Housing	CDBG: \$ / HOME: \$ / Housing Trust Fund: \$ / HOME-ARP: \$ / Lead-Safe PI: \$	Tenant-based rental assistance / Rapid Rehousing	Households Assisted	480	73	15.21%	96	73	76.04%

Housing Availability	Affordable Housing Public Housing	CDBG: \$ / HOME: \$ / Housing Trust Fund: \$ / HOME-ARP: \$ / Lead-Safe PI: \$	Buildings Demolished	Buildings	1	0	0.00%			
Neighborhood Investment and Infrastructure	Non-Housing Community Development	CDBG: \$ / TIF: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	8000	22644	283.05%	27365	22644	82.75%
Neighborhood Investment and Infrastructure	Non-Housing Community Development	CDBG: \$ / TIF: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	20000	64820	324.10%	55	110	200.00%
Neighborhood Investment and Infrastructure	Non-Housing Community Development	CDBG: \$ / TIF: \$	Facade treatment/business building rehabilitation	Business	5	0	0.00%			
Neighborhood Investment and Infrastructure	Non-Housing Community Development	CDBG: \$ / TIF: \$	Homeless Person Overnight Shelter	Persons Assisted	0	0		0	0	
Neighborhood Investment and Infrastructure	Non-Housing Community Development	CDBG: \$ / TIF: \$	Overnight/Emergency Shelter/Transitional Housing Beds added	Beds	0	0		0	0	

CAPER

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Neighborhood Investment and Infrastructure	Non-Housing Community Development	CDBG: \$ / TIF: \$	Buildings Demolished	Buildings	1	0	0.00%			
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Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction’s use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The City served its most vulnerable populations by supporting CDBG subrecipients who provided basic needs such as shelter, food, peer support, and other necessary services. CDBG funds were administered during PY2024 to projects and activities used to provide neighborhood investment and infrastructure, housing availability, economic opportunities, and addressing the needs for growing homeless populations. The outcomes of the activities funded exceeded program goals, reaching an extraordinary amount of people and providing critical services to those in need. Additionally, seventy-one (71) residential projects were completed, resulting in the creation of 582 units, 431 of which were rental units.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG	HOME
White	16,267	174
Black or African American	15,143	104
Asian	330	4
American Indian or American Native	137	1
Native Hawaiian or Other Pacific Islander	44	1
Total	31,921	284
Hispanic	1,679	17
Not Hispanic	30,242	267

Describe the clients assisted (including the racial and/or ethnicity of clients assisted with ESG)

	HESG
American Indian, Alaska Native, or Indigenous	0
Asian or Asian American	2
Black, African American, or African	390
Hispanic/Latina/e/o	15
Middle Eastern or North African	0
Native Hawaiian or Pacific Islander	3
White	31
Multiracial	0
Client doesn't know	0
Client prefers not to answer	0
Data not collected	5
Total	446

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

The CDBG fields for the above chart are populated through transfer of data from the IDIS PR-23 for the program year. These pre-determined CAPER fields show only the summary of accomplishments for activities awarded within the program year 2024-2025, not all activities which had accomplishments in 2024-2025. Some construction and economic development projects span more than one program year,

which means not all beneficiaries are being captured. In addition, the data above does not capture all racial/ethnic categories available. When viewing all the activities that had accomplishments in 2024, PR-23 shows a total of 52,280 individuals assisted with CDBG funds.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	1,888,531	2,090,514
HOME	public - federal	1,313,023	1,301,094
ESG	public - federal	161,998	194,841
Housing Trust Fund	public - local	2,065,297	37,000
Other	public - federal	158,825	144,559
Other	public - local	158,825	144,559

Table 3 - Resources Made Available

Narrative

CDBG, HOME, and ESG were calculated from the PR-05 report in IDIS. Jill C. Duson Housing Trust Funding was available and committed, and it will be expended as projects progress. Other resources include Lead-Safe Housing Grants Program Income, which is used for lead abatement activities; HOME-ARP funds; Cotton Street proceeds; and Tax-Increment Financing.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
CDBG Target Neighborhoods	7	3	Districts 1, 2 and portions of district 3 on the Portland Peninsula.
Cumberland County	19	29	All of Cumberland County
Eligible Census Tracts	23	28	Any census tract where more than 51% of the residents are below 80% of the AMI.
PORTLAND, MAINE	51	43	The boundaries of the City of Portland

Table 4 – Identify the geographic distribution and location of investments

Narrative

The percentages in the “actual percentage of allocation” column reflect the amount dispersed during the program year rather than the amount awarded. The discrepancies between planned and actual percentages are not due to changing priorities or activities but on the period of performance for activities. Many of the CDBG public services provided services to the City’s growing homeless population; therefore, these activities are categorized as serving Portland rather than a specific area. Additionally, infrastructure and construction activities have two years to complete their projects, which may be extended. These projects fall within a target neighborhood or eligible census tract and will be

reported on future CAPERs. Cumberland County projects will be funded with HOME. These projects have a two to four year period of performance; accomplishments are recorded when the projects are complete. As infrastructure and HOME projects are completed, it is expected that the numbers will match closely within program years.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

CDBG is highly leveraged; year 3 of the Consolidated Plan leveraged almost \$12,000,000 in private, state, and local funds. The City's Housing Investment Policy requires an annual review of program priorities that includes the type and location of housing, and an analysis of tax acquired or City-owned property that may be a development resource. The City continues to review and evaluate land suitable for residential housing, including a new in-depth review of the developability of city-owned property. The City Council approved an RFP process that resulted in the selection of a development proposal to create 50-units of affordable rental housing on city-owned property on Brighton Avenue. In addition, the City Council agreed to establish a task force to evaluate the concept of social housing and consider if the city should take a larger role in owning, developing and financing workforce housing. HOME match is generated by housing assistance provided by the City through General Assistance (less amount used as match for ESG). Locally, the City of Portland leverages local Jill C. Duson Housing Trust Fund dollars in the Affordable Housing Development Program. Additionally, affordable housing development projects may use tax-increment financing, low-income housing tax credits, Maine State Housing Authority funding, and private development fund resources. Emergency Solution Grant funding is equally matched dollar for dollar. For every dollar expended from federal resources an equal match was spent from City funds through housing assistance provided through the General Assistance.

Fiscal Year Summary – HOME Match	
1. Excess match from prior Federal fiscal year	49,308,240
2. Match contributed during current Federal fiscal year	0
3. Total match available for current Federal fiscal year (Line 1 plus Line 2)	49,308,240
4. Match liability for current Federal fiscal year	398,881
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	48,909,359

Table 5 – Fiscal Year Summary - HOME Match Report

Match Contribution for the Federal Fiscal Year								
Project No. or Other ID	Date of Contribution	Cash (non-Federal sources)	Foregone Taxes, Fees, Charges	Appraised Land/Real Property	Required Infrastructure	Site Preparation, Construction Materials, Donated labor	Bond Financing	Total Match

Table 6 – Match Contribution for the Federal Fiscal Year

HOME MBE/WBE report

Program Income – Enter the program amounts for the reporting period				
Balance on hand at begin-ning of reporting period \$	Amount received during reporting period \$	Total amount expended during reporting period \$	Amount expended for TBRA \$	Balance on hand at end of reporting period \$
193,892	56,982	136,353	132,280	114,521

Table 7 – Program Income

Minority Business Enterprises and Women Business Enterprises – Indicate the number and dollar value of contracts for HOME projects completed during the reporting period						
	Total	Minority Business Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Contracts						
Dollar Amount	1,553,070	0	0	0	0	1,553,070
Number	6	0	0	0	0	6
Sub-Contracts						
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0
	Total	Women Business Enterprises	Male			
Contracts						
Dollar Amount	150,000	0	150,000			
Number	1	0	1			
Sub-Contracts						
Number	0	0	0			
Dollar Amount	0	0	0			

Table 8 - Minority Business and Women Business Enterprises

Minority Owners of Rental Property – Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted						
	Total	Minority Property Owners				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0

Table 9 – Minority Owners of Rental Property

Relocation and Real Property Acquisition – Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition						
Parcels Acquired		0		0		
Businesses Displaced		0		0		
Nonprofit Organizations Displaced		0		0		
Households Temporarily Relocated, not Displaced		0		0		
Households Displaced	Total	Minority Property Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Cost	0	0	0	0	0	0

Table 10 – Relocation and Real Property Acquisition

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	96	86
Number of Non-Homeless households to be provided affordable housing units	8	13
Number of Special-Needs households to be provided affordable housing units	0	0
Total	104	99

Table 11 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	96	86
Number of households supported through The Production of New Units	8	13
Number of households supported through Rehab of Existing Units	0	0
Number of households supported through Acquisition of Existing Units	0	0
Total	104	99

Table 12 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

Rental assistance numbers are lower than expected due to difficulty in finding units and timing of when the TBRA activity was completed in IDIS. The actual numbers above include only those units directly assisted with HOME funds and are not a reflection of the total number of units created or households supported by the City of Portland.

Discuss how these outcomes will impact future annual action plans.

We have created and are fine-tuning procedures to regularly check in with projects about construction completion dates. This includes a shared project document and bi-weekly meetings with key staff involved in affordable housing production. Despite the complicated construction market, we are seeing increased interest in and requests for funding for new affordable housing projects. Because the need in our community is greater than the funding available, we will need to carefully assess our priorities and goals in future annual action plans to ensure we are meeting the most pressing needs.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	24,160	86
Low-income	5,996	13
Moderate-income	903	0
Total	31,059	99

Table 13 – Number of Households Served

Narrative Information

CDBG Actual numbers reflect only those activities where income data was collected and does not include any area benefit activities. HOME activities include 86 individuals assisted with Tenant Based Rental Assistance and thirteen HOME units created for families with extremely low and low-incomes.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Portland continues to be a leader in responding to the needs of people experiencing homelessness. The City's Health & Human Services Dept. operates the Homeless Services Center (HSC), the Family Shelter and the 166 Riverside St Shelter; a total of 583 beds on a nightly basis. Additionally, the city has an Outreach team with coverage from 7:30 AM-5:30 PM daily. The HSC is 53,000 Sq. ft facility that offers accommodations to 258 individuals. The HSC serves meals onsite, guest laundry is available, and each guest has 24/7 access to a storage locker. The dorms include 4 ft half wall quads to promote social distancing and most beds have an outlet with a charging station. Embedded into the HSC is a fully functional Federal Qualified Health Clinic operated by GPH that also includes dental services. Our shelter programs provide a safe haven on a temporary basis for Portland's homeless population and promote rapid re-stabilization and the achievement of permanent housing. The city meets the HUD recommendation for a centralized or coordinated homeless assessment and intake process that includes a comprehensive and standardized assessment with a client centered plan focused on locating and retaining housing. This work begins with our Prevention and Diversion team located on the peninsula at the Social Services Hub at 39 Forest Avenue. This approach continues to reflect our belief that early intervention and immediate connection to housing and casework services can make a difference in reducing the number and length of homeless occurrences. Our model's more focused effort and increased resources to assist those in the shelter with the longest lengths of stay leads to permanent housing and ultimately to self-sufficiency which results in an overall reduction in the need for emergency shelter. The Prevention and Diversion team assists each new client through the Intake Process; a new client is any person who has never been to the shelter or who has been away for more than 90 consecutive days. During intake, staff conduct several assessments, including assessing the client for vulnerability using the Coordinated Entry Assessment. The Intake Worker or Housing Counselor will then make a referral to community mental health services for diagnostic assessment, as needed, in order to help the person gain housing and access to community resources such as housing subsidies and mental health or recovery treatment and/or counseling. The Family Shelter serves as a default Welcome House for New Mainers. New Mainers often arrive in Maine without resources or housing, speaking limited to no English. New Mainers initially present themselves to the Family Shelter as homeless. In PY24, 100% of individuals served by the Family Shelter were migrants or asylum seekers. Asylum seekers present from a variety of nations, but the majority of New Mainers we see are from Angola, the Democratic Republic of Congo, Republic of Congo, and Haiti. The city continued to experience high numbers of families arriving from the Southern border throughout the end of 2024. By August 9, 2024, all families had exited the motels and were placed in traditional shelters, permanent housing, or alternative accommodations in the community, which totaled to 254 family, 775 individual placements. Out of these 254 families, 132 were placed in shelters, 81 were placed in housing, and 40

found accommodations in the community. Placements for housing were completed in collaboration with outside social service agencies. We continue to stress we are unable to guarantee families a shelter space as shelters are full and changes to GA law have reduced our ability to utilize hotels beyond 30 days.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City of Portland's Health and Human Services Department, Social Services Division operates the three largest shelters in the State of Maine, the Homeless Services Center (HSC), Family Shelter and 166 Shelter. The HSC is the largest emergency shelter in the State of Maine and is open 24 hours, 365 days a year. This low-barrier shelter provides safe, temporary housing for homeless adults. The Shelter offers wrap-around services to help homeless individuals enhance self-esteem, secure housing, and work towards a self-sufficiency plan. The shelter has a capacity of two hundred fifty-eight (258) beds. During the pandemic, the shelter had worked to strictly follow CDC guidelines and recommendations to socially distance our clients, moving to head-to-toe sleeping and assigning every other bed. The HSC allows us to be at full capacity while offering social distancing with beds set up in quads with a 4 ft tall head wall between groupings of 4 beds. This year the shelter housing staff have worked hard to house many vulnerable, medically compromised clients. Staff have also worked hard to retain the housing of those at risk of homelessness. The Homeless Services Center served 818 men and 349 women totaling 1167 individuals (unduplicated numbers) in PY2024. The shelter provided 91,217 bed nights. 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. It offers both preventative services for families at risk of experiencing homelessness and support services to assist families in locating housing and achieve stability. Combined, there is a total capacity of 146 beds in an apartment style living environment. The Family Shelter provided shelter for 79 families consisting of 262 individuals for a total of 24,744 bed nights.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

Foster Care: Maine DHHS oversees foster care and contracts with The Opportunity Alliance (TOA) to help youth & families develop healthy transition plans to help youth aging out obtain TH, PH, PSH, or remain in care until they finish their education. TOA & the Teen Shelter work to prevent & actively monitor whether teens are discharged from foster care to the streets or shelters & advocate with Maine DHHS for improved policies and resources. Youth can remain with their foster parents past age 21 to complete their education.

Health Care: Preble Street, through a collaboration with Maine Medical, has opened a triage medical clinic whose goal is to bring unserved homeless and low-income individuals into low barrier medical care (wound management, basic screenings, etc.) and connect them with primary care. Portland's FQHC, Greater Portland Health, operates a 3,000 Sq. Ft. clinic embedded in the HSC that serves both shelter guests and the general public that offers primary and mental health care for unserved, homeless populations, the clinic has hours Monday-Friday. Additionally, the Homeless Services Center has collaborated with the Portland Fire Department to create a Paramedicine program to assist guests with medical needs within the shelter and the neighborhood. The paramedic on duty also helps triage medical emergencies and assists with administering Narcan and addressing overdoses.

Mental Health: Two of Maine's publicly-funded MH hospitals have a discharge planning process that begins at admission and is pursued during the hospital stay to connect clients back to community supports and housing. A treatment team works with clients and community partners to identify community-based housing & services needed. Maine DHHS' top priority is to use BRAP (TH vouchers) to house those being discharged from psychiatric hospitals. Portland homeless providers have regular discharge meetings with hospitals for "difficult to discharge" patients.

Corrections: Maine Department of Corrections (DOC) goal is to not release to shelters but no written policy exists yet.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Homeless prevention: The Homeless Services Center through the Emergency Shelter Grant prevented 2 individuals from becoming homeless. While the eviction moratorium was in place, the Homeless Services Center staff still worked with individuals and landlords to mitigate homelessness or returns to homelessness. While the eviction moratorium has expired, the Homeless Services Center and the Family Shelter saw a drastic reduction in evictions due to the backlog in court cases and the availability of Housing Problem Solving grants. We have also seen fewer housing placements as the market has tightened up in Southern Maine.

Essential Services: The Family Shelter's essential services allow staff to work with families residing at the shelter on life skills training. Families are educated on areas such as house cleaning, proper food storage, how to prevent pests in your home, how to report maintenance issues, how to manage cooking so as not to cause a fire alarm to be set off, as well as education on proper trash removal and recycling practices. These areas of focus are the most common areas of concern reported by landlords working with families. These skills afford families a strong understanding of life skills and greater opportunity for long term housing retention.

Permanent Housing: The Family shelter placed 87 families into permanent housing totaling 294 individuals. Unlike past years, almost all housing placements are utilizing General Assistance as asylum seeking families qualify for almost no other benefits. The Homeless Services Center staff located permanent housing for 139 homeless individuals, 103 men and 36 women, including 5 Veterans and 45 chronically homeless individuals. Our housing retention program follows those who have been long term homeless after they are housed to ensure increased housing stability.

Initiatives: The Long-Term Stayer Initiative is a State-wide effort to end homelessness for those individuals who have been homeless 180 days or more during the year. The Long-Term Stayer Initiative is based on the theory that if the program is successful in securing housing for individuals who are chronically homeless, it will create capacity in the shelters and free up resources that can be made available for others. At the Homeless Services Center, a significant portion of housing resources are prioritized for those who have been in the shelter the longest and those that are assessed to be more vulnerable. The goal of the ESG program is to help people who become homeless by quickly moving them into permanent housing and to also prevent individuals and families living in the City of Portland from becoming homeless in the first place. By using ESG in the shelters and in the community, it helps ensure individuals and families do not become Long Term Stayers. When a family or individual is enrolled in ESG, we work quickly to identify and address any barriers to self-sufficiency.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

Portland Housing Authority utilizes a Resident Advisory Board and is currently working on converting the remaining Public Housing portfolio through Section 18 and/or RAD. Through that process PHA is engaging residents about the process and addressing their needs and concerns. The conversion work is providing much needed updates to aging Public Housing stock.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

Portland Housing Authority has an active Family Self Sufficiency program where many of the stated goals are homeownership. The voucher program currently has a homeownership program with 43 voucher participants utilizing their vouchers for homeownership. The third phase of the Front Street public housing redevelopment is a planned homeownership community with eight units, most to be affordable to low- to moderate-income with deeded affordability.

Actions taken to provide assistance to troubled PHAs

Portland Housing Authority is not a troubled PHA.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The Portland City Council adopted the final ReCode Portland project on November 4, 2024. This new land use code went into effect on December 4, 2024. The goal of ReCode Portland was to create a new, unified development code. The code is designed to be more user friendly, advance the goals of the city's comprehensive plan (Portland's Plan 2030) and better equip the City to meet needs in areas such as housing, design, preservation, conservation, the working waterfront, energy and transportation. ReCode was a multi-phased process, with Phase I adopted in November 2020.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

Emergency Shelter- 7,136 bed nights to 49 homeless teens and young adults.

Child care- 110 low to moderate-income children were provided 437 hours of staff time providing after-school care and support.

Homeless Services - 940 homeless persons received support, transportation, and resources from an outreach team 19,536 times. 16,346 individuals received 991,983 free meals. 4,018 individuals received 8,082 hours of housing case management. 19 chronically homeless individuals chose placement in supportive, long term housing in a residential community.

Domestic Violence – 681 individuals received 2,088 hours of support and assistance.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The City of Portland has been committed to eliminating lead poisoning in children since 1995 when it received its first HUD Lead Hazard Control Grant. Lead hazard education and the elimination of lead-based hazards remains a critical focus of the City of Portland and over the years, hundreds of families have benefited from lead-safe housing in our most vulnerable communities. Within the Lead Safe Housing Grant Program, Portland has successfully addressed lead hazards prevalent in the City's older housing stock. This HUD Grant helps low and moderate-income families and households. An owner-occupied applicant in the City of Portland must have a child under six residing in the unit and prove that their income is less than 80% of the median area income. In multi-units of non-owner-occupied buildings, 50% of the units must qualify at 50% of the area median income. Priority is given to rental units where there is an active abatement order or where young children reside. Projects within the

Portland metropolitan region but outside the City of Portland must meet HUD income eligibility limits established for Cumberland County. A new Lead Hazard Control Grant started in February of 2025. This Grant's goal is to complete lead hazard control work in 110 units, provide effective education regarding lead hazards and increase contractor capacity for lead abatement within the community. The program works with partnership with the City's Permitting & Inspections Department with regard to the Healthy Homes assessment performed on all qualifying units. With additional Healthy Homes funding from the grant, code violations & other health & safety issues (aside from lead) are addressed.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

HOME funding was made available for tenant based rental assistance targeted at individuals or families residing in homeless shelters earning less than 30% of the area median income and is designed to prevent homelessness or rehouse those in need. This funding is used on short term tenant based rental assistance (rent, security deposits, utility deposits) for households who were either homeless or in danger of becoming homeless and served 46 households. HOME funds were used to build new and rehab existing units to create affordable rental housing for low-income households. During 2024, 197 affordable housing units were leased up to assist 119 households earning at or below 60% AMI and 78 households earning at or below 50% AMI.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

A mandatory applicant meeting was held prior to the release of the CDBG application. This meeting provided an opportunity for the community to understand the program goals and objectives of CDBG. This meeting also awards City staff the opportunity to hear from constituents about the ongoing needs of both the community, and agencies serving the community. Annual district meetings were held remotely in the fall as an opportunity to meet with the citizens of each district, hear resident needs and feedback, and explain and discuss local programs such as CDBG and HOME. Staff worked with local interpreters to provide live interpretation services for each meeting, representing the five most commonly spoken languages in the City of Portland. Applications, flyers, and program announcements were translated into the five most commonly spoken languages, ensuring that a wide and diverse group of residents had access to information about services available.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

Portland Housing Authority (PHA) owns and manages numerous public housing developments with 565 dwelling units and administers 2,415 HUD Housing Choice Vouchers and Project Based Vouchers. PHA is a partner in the Family Investment Center and funds other resident initiatives to improve residents' skills and education. PHA also oversees modernization of its developments to improve their livability.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The City is committed to minimizing the impediments to fair housing choices & will continue to work with housing developers & housing providers to address any found impediments. The City of Portland and Cumberland County developed a new Analysis of Impediments (AI) to Fair Housing which was approved by the City Council in June 2023.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

For CDBG social service programs, our staff ensures compliance on a quarterly basis through Performance Reporting and Fund Requisitions from each Agency. Staff tracks the units of service, number of clients served, and income level and demographic information of the clients served. Staff also tracks the disbursements and revenues of each agency, ensuring that each agency is using the grant award for the proposed use in the signed contract. In addition, staff conducts on-site monitoring roughly half way through the program year to monitor financial, employee, and reporting policies and procedures. On-site monitoring allows staff and sub recipients the opportunity to address any performance measure issues, and create a remediation plan if necessary. Post pandemic, on site monitoring is conducted for new grantees annually and returning grantees based on risk assessment.

For CDBG development activity projects, federal requirements are included in all contracts. Staff conducts environmental reviews for all projects and where applicable receives the appropriate approval from the State Historic Preservation Office. Staff encourages subrecipients to recruit minority-owned and women-owned business enterprises for contracts. Davis Bacon requirements, and Section 3 when applicable, are explained to each subrecipient and staff presents the information and reporting requirements to contractors and sub-contractors. Before payment is released, each project must submit a request for payment, supporting invoices from subcontractors, and Certified Payroll forms with verified Davis Bacon wage rates.

CDBG & HOME housing projects are monitored regularly to ensure that rent levels, income guidelines, and occupancy requirements are being met. On-going monitoring of large multi-family rental projects is critical to the long-term success of the program and ensures that projects serve the intended population.

Monitoring allows the City to identify any financial challenges to project success while there is time for constructive intervention. Typically, HOME monitoring of tenant income, utility allowances, and gross rent limits are completed in the spring. The City has a standing Memorandum of Agreement with Maine Housing, who completes on-site inspections (including inspection of all HOME assisted units as well as common areas & exterior of each property) on behalf of the City of Portland & the Cumberland County Home Consortium. In addition, the City has a Monitoring policy, which includes conducting a yearly desk-monitoring package for all HOME development projects. The program will allow HCD staff to evaluate risk more effectively & schedule onsite visits as needed.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The City continues to use the traditional method of providing reasonable notice & opportunity to comment on performance reports or participate in public meetings through advertisements in the newspaper and notices on the City's website and social media platforms. Staff also work with the City's Communication Director to put out press releases throughout the process and to ensure that applicable notices and information are included on the City's social media.

The City strongly encourages citizen participation in the CDBG, HOME, & ESG allocation process. The public is given an opportunity to learn about the programs & budgets as well as speak at the following meetings: District meetings in the fall, CDBG Allocation Committee meetings, ESG meetings at the Maine Continuum of Care & Emergency Shelter Assessment and Response Team (ESART), the City Council's Housing and Economic Committee meetings, & two public hearings with the full City Council. This year, two fall District meetings were held virtually using Zoom and three were held in person. Live translation was available upon request. Prior to submission of the Consolidated Annual Performance Evaluation Reports (CAPER), the City makes the draft report available on the City website so citizens and public agencies, as well as other interested parties, can view the document. A notice of availability of the report and 15-day comment period is published in the local daily newspaper and on the City's social media. The CAPER is also presented to the City Council as a communication item.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

NA

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-50 - HOME 24 CFR 91.520(d)

Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations

The City has a Memorandum of Agreement with MaineHousing for the completion of on-site physical property inspections. MaineHousing assesses the results of a property inspection report utilizing the following criteria: 95 and above Superior; 94-86 Above Average; 85-71 Satisfactory; 70-60 Below Average; and 59 and under Unsatisfactory. No project scheduled for inspection during this fiscal year received a score below the Satisfactory criteria.

Project Name	Project Address	City of Portland HOME Units	MH HOME Units	Total Units	Property Management Company Name	Property Inspection Score	Property Inspection Completion Date (MH)
178 Kennebec (Furman Block)	178 Kennebec	3	n/a	51	Saco Falls Management	96	8/8/2024
Elm Terrace	66-68 High Street	2	5	38	Preservation Management	82	8/8/2024
Peninsula Commons II	73 (77) Grant & 85 Grant St.	3	2	16	Avesta Housing	85	9/19/2024
Peninsula Commons III	131-133 (135-137) Anderson	7	1	10	Avesta Housing	75	9/19/2024
Unity Village/Unity at Bayside	4-22 Stone & 176-184 Oxford	1	n/a	33	Avesta Housing	92	9/19/2024
Pearl Place I	159 Oxford/180 Pearl	3	n/a	60	Avesta Housing	88	9/26/2024
Island View Apartments	151 North Street	5	n/a	70	Housing Management Resources	98	10/17/2024
West End Apartments (Phase II)	600 Westbrook St, South Portland	2		52	Avesta Housing	97	10/18/2024
155 Danforth Street	155 Danforth Street	2		30	DC	99	10/28/2024
Washington Gardens	577 Washington Ave	11		100	Portland Housing Authority	91	12/18/2024
409 Cumberland	409 Cumberland	5	n/a	57	Avesta Housing	92	3/20/2025
Deering Place	510 Cumberland & 61 Deering	3	n/a	75	Avesta Housing	89	4/7/2025
Oak Leaf 2	24 South Street, Freeport	1	n/a	25	Preservation Management	95	4/22/2025
BlackStone Apts	21 Squidere Ln, Falmouth	1	2	39	Avesta Housing	97	4/30/2025
Larrabee Commons/ Dr. Berry Apts	27 Liza Harmon Dr	2	n/a	38	Westbrook Housing Authority	97	5/20/2025
Riverview Terrace/ Larrabee Woods	21 Knights St/ 10 Liza Harmon Dr (Westbrook)	3	7	83	Westbrook Housing Authority	94	5/20/2025
Steeple Square	17-61 Walker, Westbrook	1	7	73	Avesta Housing	89	6/4/2025
15 Harrison Road	15 Harrison Rd, Bridgton	2		48	C & C Realty Management	96	6/17/2025

Inspections Table

Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units. 24 CFR 91.520(e) and 24 CFR 92.351(a)

The City of Portland/Cumberland County HOME Consortium requires developers receiving HOME funds for development of new rental housing to provide a copy of their Affirmative Marketing Policy. The plans are reviewed during the underwriting process.

Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics

\$132,279.57 of program income was used for Tenant-Based Rental Assistance. \$4,073.66 was used for two projects: Village Commons, an affordable housing rental project in Scarborough and Front St Phase 2, an affordable housing rental project in Portland.

Describe other actions taken to foster and maintain affordable housing. 24 CFR 91.220(k) (STATES ONLY: Including the coordination of LIHTC with the development of affordable housing). 24 CFR 91.320(j)

The City administers affordable housing development programs for the Cumberland County HOME Consortium, which is a partnership between the City of Portland and Cumberland County. This partnership enables valuable housing resources to be available on a county-wide basis and encourages a regional approach to creating affordable housing. These funds are made available annually through a competitive application process, with both the City and County independently deciding which projects to fund within each jurisdiction.

In addition to HOME funding, the City has a local Housing Trust Fund (HTF) which provides gap financing for many affordable housing projects. The benefit of the local HTF is that it can fill gaps in projects that may not be eligible under HOME program regulations. Additionally, the City utilizes the State of Maine's Affordable Housing Tax Increment Financing program as another tool to support and leverage affordable housing units. The City also utilizes city-owned property to leverage the development of affordable housing. Several projects are currently underway on property that the city has sold or leased to facilitate housing development, including projects at Dougherty Commons and Lambert Woods North and South.

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	3	4	0	0	0
Total Labor Hours	3,910	98,405			
Total Section 3 Worker Hours	2,738	0			
Total Targeted Section 3 Worker Hours	33	0			

Table 14 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers		3			
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.		4			
Direct, on-the job training (including apprenticeships).		4			
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.					
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).		2			
Outreach efforts to identify and secure bids from Section 3 business concerns.		2			
Technical assistance to help Section 3 business concerns understand and bid on contracts.		1			
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.					
Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.		1			
Held one or more job fairs.		2			
Provided or connected residents with supportive services that can provide direct services or referrals.	2				
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.					
Assisted residents with finding child care.					
Assisted residents to apply for, or attend community college or a four year educational institution.					
Assisted residents to apply for, or attend vocational/technical training.		1			
Assisted residents to obtain financial literacy training and/or coaching.					
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.					
Provided or connected residents with training on computer use or online technologies.					
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.					
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.					

Other.					
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Table 15 – Qualitative Efforts - Number of Activities by Program

Narrative

The City of Portland continues to streamline Section 3 procedures to ensure compliance with 24 CFR Part 75. Efforts include revising the employee and employer certification forms to make salary requirements more clear and using Elations software to track labor hours on Section 3 projects; this is particularly helpful for those projects that do not have payroll requirements.

PR26 Reports

	Office of Community Planning and Development	DATE: 06-28-25
	U.S. Department of Housing and Urban Development	TIME: 12:57
	Integrated Disbursement and Information System	PAGE: 1
	PR26 - CDBG Financial Summary Report	
	Program Year 2024	
	PORTLAND, ME	

PART I: SUMMARY OF CDBG RESOURCES

01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	9,002,078.26
02 ENTITLEMENT GRANT	1,833,541.00
03 SURPLUS URBAN RENEWAL	0.00
04 SECTION 108 GUARANTEED LOAN FUNDS	1,488,000.00
05 CURRENT YEAR PROGRAM INCOME	42,078.00
05a CURRENT YEAR SECTION 108 PROGRAM INCOME (FOR SE TYPE)	0.00
06 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
06a FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE	0.00
08 TOTAL AVAILABLE (SUM, LINES 01-07)	12,347,397.26

PART II: SUMMARY OF CDBG EXPENDITURES

09 DEBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	3,203,998.95
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	0.00
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	3,203,998.95
12 DEBURSED IN IDIS FOR PLANNING/ADMINISTRATION	357,150.69
13 DEBURSED IN IDIS FOR SECTION 108 REPAYMENTS	256,543.82
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES	0.00
15 TOTAL EXPENDITURES (SUM, LINES 11-14)	3,817,693.46
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	8,529,703.80

PART III: LOW/MOD BENEFIT THIS REPORTING PERIOD

17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
19 DEBURSED FOR OTHER LOW/MOD ACTIVITIES	3,169,275.95
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	0.00
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	3,169,275.95
22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)	98.92%

LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS

23 PROGRAM YEARS(PY) COVERED IN CERTIFICATION	PR: 2024 PY: PY:
24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION	0.00
25 CUMULATIVE EXPENDITURES BENEFITTING LOW/MOD PERSONS	0.00
26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)	0.00%

PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS

27 DEBURSED IN IDIS FOR PUBLIC SERVICES	613,267.03
28 PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	0.00
31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)	613,267.03
32 ENTITLEMENT GRANT	1,833,541.00
33 PRIOR YEAR PROGRAM INCOME	86,744.89
34 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	0.00
35 TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)	1,920,288.89
36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	31.94%

PART V: PLANNING AND ADMINISTRATION (PA) CAP

37 DEBURSED IN IDIS FOR PLANNING/ADMINISTRATION	357,150.69
38 PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
39 PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
40 ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	0.00
41 TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 + LINE 40)	357,150.69
42 ENTITLEMENT GRANT	1,833,541.00
43 CURRENT YEAR PROGRAM INCOME	42,078.00
44 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	0.00
45 TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	1,876,519.00
46 PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	19.03%

LINE 17 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 17

No data returned for this view. This might be because the applied filter excludes all data.

LINE 18 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 18

No data returned for this view. This might be because the applied filter excludes all data.

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19									
PMN	2019	2020	2021	2022	Activity Name	Matrix	National	Drawn Amount	
2022	2	2023	6999013	Waterproofing Hope House	03C	UMC			\$36,664.00
					03C	Matrix Code			\$36,664.00
2023	11	2013	6964961	Petite St Food Security Hub	03E	UMC			\$244,471.26
					03E	Matrix Code			\$244,471.26
2023	2	2002	6964961	Bayside Tree Planting Parks and Rec	03K	UMA			\$62,093.94
2023	2	2002	6999013	Bayside Tree Planting Parks and Rec	03K	UMA			\$66,285.41
					03K	Matrix Code			\$122,379.35
2023	2	2047	7055721	Woodford St Sidewalk Improvements	03L	UMA			\$219,000.00
2023	2	2048	7055721	Sagamore Village Sidewalk Improvements	03L	UMA			\$219,000.00
					03L	Matrix Code			\$438,000.00
2022	6	2766	6934919	CATHERINE MORRILL WAY NURSERY Electrical Improvements	03M	UMC			\$67,687.00
					03M	Matrix Code			\$67,687.00
2024	4	2020	6964961	Petite St Teen Center	03T	UMC			\$8,465.62
2024	4	2020	6999013	Petite St Teen Center	03T	UMC			\$8,777.00
2024	4	2020	7018410	Petite St Teen Center	03T	UMC			\$6,427.52
2024	4	2020	7055721	Petite St Teen Center	03T	UMC			\$1,531.46
					03T	Matrix Code			\$25,202.00
2024	5	2015	6964961	Our Place Portland	05D	UMC			\$15,185.60
2024	5	2015	6999013	Our Place Portland	05D	UMC			\$15,075.20
2024	5	2015	7018410	Our Place Portland	05D	UMC			\$16,768.00
2024	5	2015	7055721	Our Place Portland	05D	UMC			\$11,722.20
					05D	Matrix Code			\$52,751.00
2024	4	2017	6964961	Milestone HOME Team	05F	UMC			\$26,943.25
2024	4	2017	6999013	Milestone HOME Team	05F	UMC			\$26,943.25
2024	4	2017	7018410	Milestone HOME Team	05F	UMC			\$26,943.25
2024	4	2017	7055721	Milestone HOME Team	05F	UMC			\$26,943.25
					05F	Matrix Code			\$107,773.00
2024	4	2019	6964961	Through These Doors	05G	UMC			\$10,306.49
2024	4	2019	6999013	Through These Doors	05G	UMC			\$11,601.23
2024	4	2019	7018410	Through These Doors	05G	UMC			\$10,403.80
2024	4	2019	7055721	Through These Doors	05G	UMC			\$24,063.48
					05G	Matrix Code			\$56,707.00
2024	4	2016	6964961	Wayside Food Program	05W	UMC			\$5,984.68
2024	4	2016	6999013	Wayside Food Program	05W	UMC			\$7,662.00
2024	4	2016	7018410	Wayside Food Program	05W	UMC			\$6,423.91
2024	4	2016	7055721	Wayside Food Program	05W	UMC			\$6,185.41
2024	4	2021	6964961	Petite St Food Program	05W	UMC			\$11,086.70
2024	4	2021	6999013	Petite St Food Program	05W	UMC			\$11,730.68
2024	4	2021	7018410	Petite St Food Program	05W	UMC			\$11,524.82
2024	4	2021	7055721	Petite St Food Program	05W	UMC			\$7,886.80
					05W	Matrix Code			\$69,555.00
2024	4	2018	6964961	Quality Housing Coalition	05X	UMC			\$15,094.20
2024	4	2018	6999013	Quality Housing Coalition	05X	UMC			\$27,506.05
2024	4	2018	7018410	Quality Housing Coalition	05X	UMC			\$68,751.78
2024	4	2022	6964961	Hope Acts	05X	UMC			\$21,080.00
2024	4	2022	6999013	Hope Acts	05X	UMC			\$25,114.16
2024	4	2022	7018410	Hope Acts	05X	UMC			\$46,528.84
2024	4	2023	6964961	GRPP Homeless Prevention	05X	UMC			\$24,307.39
2024	4	2023	6999013	GRPP Homeless Prevention	05X	UMC			\$23,235.08
2024	4	2023	7018410	GRPP Homeless Prevention	05X	UMC			\$21,740.18
2024	4	2023	7055721	GRPP Homeless Prevention	05X	UMC			\$12,226.35
					05X	Matrix Code			\$301,279.03
2018	6	2665	6964961	Portland Housing Authority - Front Street Redevelopment Phase 1	06	UMH			\$2,635.99
					06	Matrix Code			\$2,635.99
2022	5	2767	6964961	Habitat for Humanity	14A	UMH			\$8,000.05
2023	3	2009	6999013	Alpha One	14A	UMH			\$56,801.05
					14A	Matrix Code			\$64,802.00
2007	70	2282	7067982	redtown/Pedestrian	18A	UMI			\$1,468,000.00
2024	3	2034	7018410	Bellflower Brewing Company - Business Assistance Program	18A	UMI			\$10,000.00
2024	3	2035	7018410	Sur Lie Wine Bar - Business Assistance Program	18A	UMI			\$10,000.00
2024	3	2036	7055721	Hunt + Alpine - Business Assistance Program	18A	UMI			\$7,642.74
2024	3	2039	7055721	Cong Tu Bot - Business Assistance Program	18A	UMI			\$10,000.00
2024	3	2040	7055721	Bunedi Star Coffee - Business Assistance Program	18A	UMI			\$1,937.44
2024	3	2041	7055721	Polish - Business Assistance Program	18A	UMI			\$5,933.88
2024	3	2042	7055721	Driscoll Childcare - Business Assistance Program	18A	UMI			\$10,000.00
2024	3	2043	7055721	Salut Studios - Business Assistance Program	18A	UMI			\$10,000.00
					18A	Matrix Code			\$1,535,514.06
2024	3	2024	6964961	DWC Business Accelerator	18C	UMCM			\$15,876.10
2024	3	2024	6999013	DWC Business Accelerator	18C	UMCM			\$5,077.80
2024	3	2024	7055721	DWC Business Accelerator	18C	UMCM			\$28,901.36
					18C	Matrix Code			\$49,855.26
Total									\$3,169,275.99

LINE 27 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 27

Agency	ISIN Division	ISIN Activity	FOCUS Number	Activity to Respond	Activity Name	Grant Number	FUND Type	MATRIX Code	NATIONAL Objective	Drawn Amount
2024	4	2020	6964961	No	Plebe St Teen Center	824MC230003	EN	03T	UMC	\$8,485.82
2024	4	2020	6999013	No	Plebe St Teen Center	824MC230003	EN	03T	UMC	\$8,777.00
2024	4	2020	7018410	No	Plebe St Teen Center	824MC230003	EN	03T	UMC	\$6,427.62
2024	4	2020	7055721	No	Plebe St Teen Center	824MC230003	EN	03T	UMC	\$1,531.48
										\$25,202.00
2024	5	2015	6964961	No	Our Place Portland	824MC230003	EN	05D	UMC	\$15,185.80
2024	5	2015	6999013	No	Our Place Portland	824MC230003	EN	05D	UMC	\$15,675.29
2024	5	2015	7018410	No	Our Place Portland	824MC230003	EN	05D	UMC	\$10,788.00
2024	5	2015	7055721	No	Our Place Portland	824MC230003	EN	05D	UMC	\$11,722.20
										\$52,751.00
2024	4	2017	6964961	No	Milestone HOPE Teams	824MC230003	EN	05F	UMC	\$26,943.25
2024	4	2017	6999013	No	Milestone HOPE Teams	824MC230003	EN	05F	UMC	\$26,943.25
2024	4	2017	7018410	No	Milestone HOPE Teams	824MC230003	EN	05F	UMC	\$26,943.25
2024	4	2017	7055721	No	Milestone HOPE Teams	824MC230003	EN	05F	UMC	\$26,943.25
										\$107,773.00
2024	4	2019	6964961	No	Through These Doors	824MC230003	EN	05G	UMC	\$10,308.40
2024	4	2019	6999013	No	Through These Doors	824MC230003	EN	05G	UMC	\$11,931.23
2024	4	2019	7018410	No	Through These Doors	824MC230003	EN	05G	UMC	\$10,493.80
2024	4	2019	7055721	No	Through These Doors	824MC230003	EN	05G	UMC	\$24,063.48
										\$56,797.00
2024	4	2016	6964961	No	Wayside Food Program	824MC230003	EN	05W	UMC	\$5,954.68
2024	4	2016	6999013	No	Wayside Food Program	824MC230003	EN	05W	UMC	\$7,852.00
2024	4	2016	7018410	No	Wayside Food Program	824MC230003	EN	05W	UMC	\$6,423.61
2024	4	2016	7055721	No	Wayside Food Program	824MC230003	EN	05W	UMC	\$6,185.41
2024	4	2021	6964961	No	Plebe St Food Program	824MC230003	EN	05W	UMC	\$11,986.70
2024	4	2021	6999013	No	Plebe St Food Program	824MC230003	EN	05W	UMC	\$11,730.68
2024	4	2021	7018410	No	Plebe St Food Program	824MC230003	EN	05W	UMC	\$11,524.82
2024	4	2021	7055721	No	Plebe St Food Program	824MC230003	EN	05W	UMC	\$7,895.80
										\$69,555.00
2024	4	2018	6964961	No	Quality Housing Coalition	824MC230003	EN	05X	UMC	\$15,994.20
2024	4	2018	6999013	No	Quality Housing Coalition	824MC230003	EN	05X	UMC	\$27,500.00
2024	4	2018	7018410	No	Quality Housing Coalition	824MC230003	EN	05X	UMC	\$88,751.78
2024	4	2022	6964961	No	Hope Acts	824MC230003	EN	05X	UMC	\$21,881.00
2024	4	2022	6999013	No	Hope Acts	824MC230003	EN	05X	UMC	\$25,114.16
2024	4	2022	7018410	No	Hope Acts	824MC230003	EN	05X	UMC	\$40,528.84
2024	4	2023	6964961	No	GRPP Homeless Prevention	824MC230003	EN	05X	UMC	\$24,307.39
2024	4	2023	6999013	No	GRPP Homeless Prevention	824MC230003	EN	05X	UMC	\$23,235.08
2024	4	2023	7018410	No	GRPP Homeless Prevention	824MC230003	EN	05X	UMC	\$21,740.18
2024	4	2023	7055721	No	GRPP Homeless Prevention	824MC230003	EN	05X	UMC	\$12,226.35
										\$301,279.03
No Activity to prevent, prepare for, and respond to Coronavirus										\$613,267.03
Total										\$613,267.03
LINE 37 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 37										
PMR Agency	ISIN Division	ISIN Activity	FOCUS Number	Activity Name	MATRIX Code	NATIONAL Objective	Drawn Amount			
2024	1	2027	6964961	Admin 2024-2025	21A		\$64,701.83			
2024	1	2027	6966189	Admin 2024-2025	21A		\$53,880.00			
2024	1	2027	7018410	Admin 2024-2025	21A		\$95,891.99			
2024	1	2027	7055721	Admin 2024-2025	21A		\$64,171.84			
2024	1	2028	6966189	Citizen Participation 2024-2025	21A		\$145.78			
2024	1	2028	7018410	Citizen Participation 2024-2025	21A		\$1,273.33			
2024	1	2029	7018410	Finance & Audit 2024-2025	21A		\$5,000.00			
2024	1	2030	6964961	HCD Housing Staff 2024-2025	21A		\$24,735.08			
2024	1	2030	6966189	HCD Housing Staff 2024-2025	21A		\$27,295.72			
2024	1	2030	7018410	HCD Housing Staff 2024-2025	21A		\$29,293.73			
2024	1	2030	7055721	HCD Housing Staff 2024-2025	21A		\$30,151.40			
							\$357,150.69			
Total							\$357,150.69			

PR26 - Activity Summary by Selected Grant
 Data Generated: 08/18/2025
 Grantee: PORTLAND
 Grant Year: 2024

Formula and Competitive Grants only

Total Grant Amount for CDBG 2024 Grant year 6249C230003										Grant Number = 61,833,541.66					
State	Grantee Name	Grant Year	Grant Number	Activity Group	Matrix Code	National Objective	EDS Activity	Activity to present, prepare for, and respond to Coronavirus	Activity Status	Amount Funded From Selected Grant	Amount Drawn From Selected Grant	% of CDBG Drawn From Selected Grant/Grant Amount	Total CDBG Funded Amount (All Years All Sources)	Total CDBG Drawn Amount (All Years All Sources)	
ME	PORTLAND	2024	6249C230003	Administrative And Planning	21A		2827	No	Completed	\$238,251.75	\$238,251.75		\$238,251.75	\$238,251.75	
ME	PORTLAND	2024	6249C230003	Administrative And Planning	21A		2828	No	Completed	\$1,422.11	\$1,422.11		\$1,422.11	\$1,422.11	
ME	PORTLAND	2024	6249C230003	Administrative And Planning	21A		2829	No	Completed	\$5,900.00	\$5,900.00		\$5,900.00	\$5,900.00	
ME	PORTLAND	2024	6249C230003	Administrative And Planning	21A		2830	No	Completed	\$111,476.83	\$111,476.83		\$111,476.83	\$111,476.83	
ME	PORTLAND	2024	6249C230003	Total Administrative And Planning						\$357,150.69	\$357,150.69	19.40%	\$357,150.69	\$357,150.69	
				Community Development											
ME	PORTLAND	2024	6249C230003	Public Services	03C	LINC	2824	No	Open	\$134,626.00	\$49,855.26	2.72%	\$134,626.00	\$49,855.26	
ME	PORTLAND	2024	6249C230003	Public Services	03T	LINC	2820	No	Completed	\$25,202.00	\$25,202.00		\$25,202.00	\$25,202.00	
ME	PORTLAND	2024	6249C230003	Public Services	05D	LINC	2815	No	Completed	\$52,751.00	\$52,751.00		\$52,751.00	\$52,751.00	
ME	PORTLAND	2024	6249C230003	Public Services	06F	LINC	2817	No	Completed	\$107,773.00	\$307,773.00		\$107,773.00	\$307,773.00	
ME	PORTLAND	2024	6249C230003	Public Services	05G	LINC	2819	No	Completed	\$56,707.00	\$56,707.00		\$56,707.00	\$56,707.00	
ME	PORTLAND	2024	6249C230003	Public Services	09W	LINC	2816	No	Completed	\$26,446.00	\$26,446.00		\$26,446.00	\$26,446.00	
ME	PORTLAND	2024	6249C230003	Public Services	09W	LINC	2821	No	Completed	\$43,109.00	\$43,109.00		\$43,109.00	\$43,109.00	
ME	PORTLAND	2024	6249C230003	Public Services	05X	LINC	2818	No	Completed	\$132,246.03	\$132,246.03		\$132,246.03	\$132,246.03	
ME	PORTLAND	2024	6249C230003	Public Services	05X	LINC	2822	No	Completed	\$87,524.00	\$87,524.00		\$87,524.00	\$87,524.00	
ME	PORTLAND	2024	6249C230003	Public Services	05X	LINC	2823	No	Completed	\$81,509.00	\$81,509.00		\$81,509.00	\$81,509.00	
				Non CARES Related Public Services						\$613,267.03	\$613,267.03	33.40%	\$613,267.03	\$613,267.03	
				Total 2024						\$1,105,843.72	\$1,020,372.88	93.64%	\$1,105,843.72	\$1,020,372.88	
				Grand Total						\$1,105,843.72	\$1,020,372.88	93.64%	\$1,105,843.72	\$1,020,372.88	

Although most grantees are allowed to use only 15% of CDBG funds toward Public Services, the City of Portland is allowed to use 33% of CDBG funding for Public Services. In addition, all grantees are allowed to use 15% of the prior year program income toward Public Services. Although the Public Services percentage above is 33.45%, it includes only those funds that are part of the 2024 entitlement grant (\$1,833,541). The following calculation shows that the amount allowed for Public Services (\$618,080.26) is more than was actually used (\$613,267.03) and therefore within the guidelines of the CDBG program.

CDBG Entitlement Grant Amount	\$ 1,833,541.00
multiplied by 33%	X 0.33
Total from Entitlement for PS	\$ 605,068.53
2023(prior year) PI	\$ 86,744.89
multiplied by 15%	X 0.15
Total from PI for PS	\$ 13,011.73
Total from Entitlement for PS	\$ 605,068.53
Total from PI for PS	+ \$ 13,011.73
Total allowed for Public Services	\$ 618,080.26

Public Notice

PUBLIC NOTICES

Public Notices

Public Notices are a permanent and independent record of government and court actions. These include state and local government meetings, rule making, available contracts, zoning changes, and many more, as required by law. In addition, parties to some court proceedings, such as foreclosures, probate and estate actions are required to publish notices to ensure notification of affected parties, as well as the general public. These notices also alert business owners, large and small, to potential government contracts, also helping to ensure economic activity across a level playing field. Public notices have existed since the founding of the United States.

State and local notices are published in Maine newspapers and are also recorded in the public records office. Where anyone can browse or search notices, and sign up to receive email alerts when relevant notices appear.

Public Notice

Notice of Public Hearing City of Portland

A Public Hearing will be held on September 3, 2025 at 5:00 PM, in City Council Chambers, 389 Congress St. for approval of Watami Old Port Corp., dba Watami. Application for Class I FSE with Outdoor Dining on Private Property at 230 Commercial Street. Applicant: Watami. Sponsored by Danielle P. West, City Manager.

Public Notice

Notice of Public Hearing City of Portland

A Public Hearing will be held on September 3, 2025 at 5:00 PM, in City Council Chambers, 389 Congress St. for approval of Watami Old Port Corp., dba Watami. Application for Class I FSE with Outdoor Dining on Private Property at 230 Commercial Street. Applicant: Watami. Sponsored by Danielle P. West, City Manager.

Public Notice

Notice of Public Hearing City of Portland

A Public Hearing will be held on September 3, 2025 at 5:00 PM, in City Council Chambers, 389 Congress St. for approval of Sandstrom LLC, dba Rising Tide Brewing Company. Application for Class I FSE at 103 Fox Street. Sponsored by Danielle P. West, City Manager.

Public Notice

Notice of Public Hearing City of Portland

A Public Hearing will be held on September 3, 2025 at 5:00 PM, in City Council Chambers, 389 Congress St. for approval of Duoro LLC, dba Duoro LLC. Application for Class I FSE at 110 Thomas Street, Suite A. Sponsored by Danielle P. West, City Manager.

Public Notice

Notice of Public Hearing City of Portland

A Public Hearing will be held on September 3,

2025 at 5:00 PM, in City Council Chambers, 389 Congress St. for approval of Trip Lake Hospitality Inc., dba Abbiocco. Application for Class I FSE with Outdoor Dining on Private Property at 634 Forest Avenue. Sponsored by Danielle P. West, City Manager.

Public Notice

OLD ORCHARD BEACH PLANNING BOARD

Public Hearing Notice September 11, 2025 6:30 PM

Town Council Chambers (Item 1)

Proposal: Contract Zoning 10 two-story, 16-unit buildings and 9 duplexes, for a total of 178 residential units. Applicant: Goosefare Crossing LLC. Location: Multiple locations along the Smithwheel Rd. Zoning: RA and ID. ITEM 2

Proposal: Conditional Use / Shoreland Nonconformity: Remove, rebuild, 30% expansion single-family dwelling. Applicant: Walter L. Location: 11 Randall Ave. MBL: 2024-13-3. Zoning: R3, RA, HAT

TOWN OF GRAY

Notice is hereby given that the Town of Gray Planning Board will hold a public hearing and review on Thursday, September 11, 2025 at 7 p.m. at the Henry Pennell Municipal Complex, 24 Main Street, Gray on a request by Miller Refrigeration Company, Inc. for site plan amendment review of a proposed expansion of the light manufacturing use on their 4.03-acre parcel at 93 Lewis Road, at Tax Map 28, Lot 25-25-02 in the Commercial and Light Manufacturing Overlay (LMO) zoning districts. This proposal is subject to a major site plan amendment review, conditional use review and LMO standards. Visit www.grayme.us or call 657-3112. FMI.

Public Notice

TOWN OF YARMOUTH PLANNING BOARD

The Planning Board will hold a public hearing on September 10, 2025, at 7 PM, at the Log Cabin, 195 Main Street, and by remote session, on a request by the Yarmouth Department of Planning & Development to amend various chapters of Chapter 701, Chapter 702, and Chapter 703 to create regulations for solar siting as a principal use and as an accessory use for residential and commercial scale operations. Visit yarmouth.me.us/planningboard for more information.

Public Notice

NOTICE OF INTENT TO FILE

Please take notice that Town of Old Orchard Beach, 1 Portland Ave., Old Orchard Beach, Maine, 04064, 207-937-5628, dasanayac@oldorchardbeach.com, is intending to file a Natural Resources Protection Act permit application with the Maine Department of Environmental Protection (DEP) pursuant to the provisions of 38 M.R.S. §5480-A - 480-KK on or about September 5, 2025.

The application is for the installation of a new 24-inch storm drain outlet located within drainage and access easements on parcels identified as tax map 324, lots 7-1 and 7-2 in Old Orchard Beach, Maine. The project also includes installation of a new catch basin on Sandpiper Road near the intersection with Seaside Avenue and the installation of a new drain manhole on Seaside Avenue. A 15-inch storm drain is proposed to run from the proposed catch basin, across Seaside Avenue to the proposed drain manhole, transition to a 24-inch storm drain and outlet to New Salt Road Marsh.

A request for a public hearing must be received by the DEP in writing no later than 20 days after the application is found by the DEP to be complete and is accepted for processing. A public hearing may or may not be held at the discretion of the Commissioner or Board of Environmental Protection. Public comment on the application will be accepted throughout the processing period. The application will be filed for public inspection at the DEP's website at: <https://www.maine.gov/dsp/mels/hub.html>. Written public comments may be sent through the website. A copy of the application may also be seen at the municipal offices in Old Orchard Beach.

Public Notice

NOTICE OF INTENT TO FILE
Please take notice that All In One Insulation P.O. Box 965 Windham, ME 04092 is intending to file a file a Natural Resources Protection Act permit application with the Maine Department of Environmental Protection pursuant to the provisions of 38 M.R.S. §5480-A through 480-KK on or about August 27, 2025.

The application is for construction of a seven lot residential subdivision with private road and culvert crossing an unnamed intermittent stream and associated wetlands located at 528 Sebago Road (lot 114) in Naples, ME. A request for a public hearing or a request that the Board of Environmental Protection assume jurisdiction over this application must be received by the Department in writing no later than 20 days after the application is found by the Department to be complete and is accepted for processing. A public hearing may or may not be held at the discretion of the Commissioner or Board of Environmental Protection. Public comments on the application will be accepted throughout the processing of the application.

The application will be filed for public inspection at the Department of Environmental Protection's office in Portland during normal working hours at DEEP Southern Maine Regional Office, 312 Cape Road, Portland, Maine, 04103. A copy of the application may also be seen at the municipal office in Naples, ME.

Written public comments may be sent by email to landscap@maine.gov or by mail to the regional office where the application is filed for public inspection at DEEP Southern Maine Regional Office, 312 Cape Road, Portland, Maine, 04103. For more information on how to submit public comment with the DEP please go to our website: Public Participation in the Licensing Process (Information Sheet) Maine DEP at <https://www.maine.gov/dsp/> publications/is-public.html.

Public Notice

CITY OF PORTLAND, MAINE

389 Congress St Room 312 Portland, ME 04101

mpd@portlandmaine.gov

PUBLIC COMMENT PERIOD
September 8, 2025 to September 23, 2025

2024-2025 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT.

The City of Portland's 2024-2025 HUD Consolidated Annual Performance and Evaluation Report (CAPER) is available for review and comment online at the City of Portland's Housing and Community Development page, <https://www.portlandmaine.gov/2621>. The document is labeled 2024-2025 Draft CAPER. All interested parties are invited to submit written or verbal comments to the above address by September 23, 2025. This report is submitted to the U.S. Department of Housing and Urban Development annually and includes performance and evaluation measures concerning the Community Development Block Grant, HOME investment Partnerships, and Emergency Solutions Grants programs. Activities include social services, public improvements, homeless services, affordable housing, and administration. The reporting period covers the fiscal year July 1, 2024 - June 30, 2025. More information is available at the website listed above.

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Public Notice

ADVERTISEMENT FOR BIDS
FREEPORT SEWER DISTRICT
FREEPORT, MAINE
WWTF UPGRADES

General Notice
The Freeport Sewer District (Owner) is requesting Bids for the construction of the following Project:

WWTF Upgrades
0233808.02

Bids for the construction of the Project will be received at the Freeport Wastewater Treatment Facility (WWTF) located at **43 S Freeport Rd, Freeport, ME 04032**, until **Wednesday, October 1, 2025 at 2:00 pm** local time. At that time the bids received will be publicly opened and read.

The Project is being bid and the resulting Contract is subject to the laws of the State of Maine (Revised Statutes Annotated).

The Project includes the following Work:
Construction of a new Filter Building, UV Disinfection System, Process Building, and Budget Storage Tanks and modifications to existing unit processes at the Owner's existing wastewater treatment facility.

Bids are requested for the following Contract:
WWTF Upgrades

Obtaining the Bidding Documents
The Issuing Office for the Bidding Documents is: **Instructions to Bidders** will be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including addenda, if any, obtained from sources other than the Issuing Office.

Sets of Bidding Documents may be obtained electronically (PDF format) on or after **Wednesday, August 27, 2025**, at no cost by registering with Engineer's bidding team via email at jpo@seawoodcurran.com with the subject line: **"WWTF Upgrades"** to be included on the Bidder's list. Instructions for accessing the Bidding Documents will then be provided by email.

Pre-bid Conference
A pre-bid conference for the Project will be held on **Wednesday, September 3, 2025 at 10:00 am** at the Freeport WWTF located at 43 S Freeport Rd, Freeport, ME 04032. Attendance at the pre-bid conference is encouraged but not required.

Instructions to Bidders
For all further requirements regarding bid submission, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

Domestic Preference
This project is subject to the Build America, Buy American Act (BAAA) requirements under Title IX of the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58, §§ 10001-10095, which prohibit the use of all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States.

Interested bidders may wish to contact: **BABAA De Minimis, Small Grants, and Minor Components**

This Advertisement is issued by: **Freeport Sewer District**

By: **Sara Randall**
Title: **General Manager**
Date:

NOTICE OF STATE RULEMAKING
August 27, 2025

AGENCY: 06-096 Department of Environmental Protection
CHAPTER NUMBER AND TITLE: Ch. 164, General Permit for Concrete Batch Plants

TYPE OF RULE: Routine Technical
PROPOSAL FILING NUMBER: 2025-P122

BRIEF SUMMARY: The Department is proposing to amend Chapter 164, General Permit for Concrete Batch Plants, to clarify applicability and exclusions, remove emission standards for non-road engines, allow for the submission of registrations and other information through an electronic licensing system, align requirements for visible emissions with those in Chapter 101, Visible Emissions Regulation, and address the voluntary surrender and transfer of a general permit. All or parts of this rule may be submitted for inclusion in Maine's State Implementation Plan.

PUBLIC HEARING: 9:00 AM, September 18, 2025, Augusta Civic Center, 76 Community Drive, Augusta
COMMENT DEADLINE: September 29, 2025

CONTACT PERSON FOR THIS FILING: Lynn Muzzev
Maine Department of Environmental Protection
17 State House Station
Augusta, ME 04333
(207) 332-1279
lynn.muzzev@maine.gov

CONTACT PERSON FOR SMALL BUSINESS IMPACT STATEMENT (if different): N/A

FINANCIAL IMPACT ON MUNICIPALITIES OR COUNTIES (if any): N/A

AGENCY: 06-096 Department of Environmental Protection
CHAPTER NUMBER AND TITLE: Ch. 165, General Permit for Class IV-A Incinerators

TYPE OF RULE: Routine Technical
PROPOSAL FILING NUMBER: 2025-P123

BRIEF SUMMARY: The Department is proposing to amend Chapter 165, General Permit for Class IV-A Incinerators, to clarify applicability and exclusions, allow for the submission of registrations and other information through an electronic licensing system, align requirements for visible emissions with those in Chapter 101, Visible Emissions Regulation, and address the voluntary surrender and transfer of a general permit. All or parts of this rule may be submitted for inclusion in Maine's State Implementation Plan.

PUBLIC HEARING: 9:00 AM, September 18, 2025, Augusta Civic Center, 76 Community Drive, Augusta
COMMENT DEADLINE: September 29, 2025

CONTACT PERSON FOR THIS FILING: Lynn Muzzev
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Augusta, ME 04333
(207) 332-1279
lynn.muzzev@maine.gov

CONTACT PERSON FOR SMALL BUSINESS IMPACT STATEMENT (if different): N/A

FINANCIAL IMPACT ON MUNICIPALITIES OR COUNTIES (if any): N/A

AGENCY: 06-096 Department of Environmental Protection
CHAPTER NUMBER AND TITLE: Ch. 166, General Permit for Class IV-B Incinerators

TYPE OF RULE: Routine Technical
PROPOSAL FILING NUMBER: 2025-P124

BRIEF SUMMARY: The Department is proposing to amend Chapter 166, General Permit for Class IV-B Incinerators, to clarify applicability and exclusions, allow for the submission of registrations and other information through an electronic licensing system, align requirements for visible emissions with those in Chapter 101, Visible Emissions Regulation, and address the voluntary surrender and transfer of a general permit. All or parts of this rule may be submitted for inclusion in Maine's State Implementation Plan.

PUBLIC HEARING: 9:00 AM, September 18, 2025, Augusta Civic Center, 76 Community Drive, Augusta
COMMENT DEADLINE: September 29, 2025

CONTACT PERSON FOR THIS FILING: Lynn Muzzev
Maine Department of Environmental Protection
17 State House Station
Augusta, ME 04333
(207) 332-1279
lynn.muzzev@maine.gov

CONTACT PERSON FOR SMALL BUSINESS IMPACT STATEMENT (if different): N/A

FINANCIAL IMPACT ON MUNICIPALITIES OR COUNTIES (if any): N/A

AGENCY: 06-096 Department of Environmental Protection
CHAPTER NUMBER AND TITLE: Ch. 167, General Permit for Class IV-C Incinerators

TYPE OF RULE: Routine Technical
PROPOSAL FILING NUMBER: 2025-P125

BRIEF SUMMARY: The Department is proposing to amend Chapter 167, General Permit for Class IV-C Incinerators, to clarify applicability and exclusions, allow for the submission of registrations and other information through an electronic licensing system, align requirements for visible emissions with those in Chapter 101, Visible Emissions Regulation, and address the voluntary surrender and transfer of a general permit. All or parts of this rule may be submitted for inclusion in Maine's State Implementation Plan.

PUBLIC HEARING: 9:00 AM, September 18, 2025, Augusta Civic Center, 76 Community Drive, Augusta
COMMENT DEADLINE: September 29, 2025

CONTACT PERSON FOR THIS FILING: Lynn Muzzev
Maine Department of Environmental Protection
17 State House Station
Augusta, ME 04333
(207) 332-1279
lynn.muzzev@maine.gov

CONTACT PERSON FOR SMALL BUSINESS IMPACT STATEMENT (if different): N/A

FINANCIAL IMPACT ON MUNICIPALITIES OR COUNTIES (if any): N/A

AGENCY: 06-096 Department of Environmental Protection
CHAPTER NUMBER AND TITLE: Ch. 310, Wetlands and Waterbodies Protection

TYPE OF RULE: Routine Technical
PROPOSAL FILING NUMBER: 2025-P126

BRIEF SUMMARY: Because the State's surface water and near surface groundwater resources are so extensive, wetlands can be hydrologically connected over large distances, currently, wetlands that contain significant wildlife habitat, peatlands, or critically imperiled or imperiled plant communities are considered Wetlands of Special Significance and only a limited list of activities can be permitted within them, regardless of the distance between the proposed activity and the triggering feature. The proposed rule would allow the Department to permit additional activities within wetlands that are Wetlands of Special Significance because they contain significant wildlife habitat, peatlands, or critically imperiled or imperiled plant communities. The proposed rule would also classify rivers, streams or brooks as Wetlands of Special Significance. Currently, coastal wetlands, great ponds, and freshwater wetlands within 25 feet of a river, stream, or brook are Wetlands of Special Significance. This change would limit the types of development activities that may occur in rivers, streams, or brooks. It would also mean the 2:1 compensation ratio used for Wetlands of Special Significance would apply for impacts to rivers, streams, or brooks.

PUBLIC HEARING: September 18, 2025, 9:00am, Augusta Civic Center (76 Community Dr, Augusta, ME 04303)
COMMENT DEADLINE: September 29, 2025

CONTACT PERSON FOR THIS FILING: Naomi Kirk-Lawlor
17 State House Station
Augusta, ME 04333
Phone: 207-287-7844
P.O. Box 2412
naomi.kirk-lawlor@maine.gov

CONTACT PERSON FOR SMALL BUSINESS IMPACT STATEMENT (if different): N/A

FINANCIAL IMPACT ON MUNICIPALITIES OR COUNTIES (if any): N/A

AGENCY: 06-096 Department of Environmental Protection
CHAPTER NUMBER AND TITLE: Ch. 310, Wetlands and Waterbodies Protection

TYPE OF RULE: Routine Technical
PROPOSAL FILING NUMBER: 2025-P127

BRIEF SUMMARY: Because the State's surface water and near surface groundwater resources are so extensive, wetlands can be hydrologically connected over large distances, currently, wetlands that contain significant wildlife habitat, peatlands, or critically imperiled or imperiled plant communities are considered Wetlands of Special Significance and only a limited list of activities can be permitted within them, regardless of the distance between the proposed activity and the triggering feature. The proposed rule would allow the Department to permit additional activities within wetlands that are Wetlands of Special Significance because they contain significant wildlife habitat, peatlands, or critically imperiled or imperiled plant communities. The proposed rule would also classify rivers, streams or brooks as Wetlands of Special Significance. Currently, coastal wetlands, great ponds, and freshwater wetlands within 25 feet of a river, stream, or brook are Wetlands of Special Significance. This change would limit the types of development activities that may occur in rivers, streams, or brooks. It would also mean the 2:1 compensation ratio used for Wetlands of Special Significance would apply for impacts to rivers, streams, or brooks.

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COMMENT DEADLINE: September 29, 2025

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naomi.kirk-lawlor@maine.gov

CONTACT PERSON FOR SMALL BUSINESS IMPACT STATEMENT (if different): N/A

FINANCIAL IMPACT ON MUNICIPALITIES OR COUNTIES (if any): N/A

AGENCY: 06-096 Department of Environmental Protection
CHAPTER NUMBER AND TITLE: Ch. 310, Wetlands and Waterbodies Protection

TYPE OF RULE: Routine Technical
PROPOSAL FILING NUMBER: 2025-P128

BRIEF SUMMARY: Because the State's surface water and near surface groundwater resources are so extensive, wetlands can be hydrologically connected over large distances, currently, wetlands that contain significant wildlife habitat, peatlands, or critically imperiled or imperiled plant communities are considered Wetlands of Special Significance and only a limited list of activities can be permitted within them, regardless of the distance between the proposed activity and the triggering feature. The proposed rule would allow the Department to permit additional activities within wetlands that are Wetlands of Special Significance because they contain significant wildlife habitat, peatlands, or critically imperiled or imperiled plant communities. The proposed rule would also classify rivers, streams or brooks as Wetlands of Special Significance. Currently, coastal wetlands, great ponds, and freshwater wetlands within 25 feet of a river, stream, or brook are Wetlands of Special Significance. This change would limit the types of development activities that may occur in rivers, streams, or brooks. It would also mean the 2:1 compensation ratio used for Wetlands of Special Significance would apply for impacts to rivers, streams, or brooks.

PUBLIC HEARING: September 18, 2025, 9:00am, Augusta Civic Center (76 Community Dr, Augusta, ME 04303)
COMMENT DEADLINE: September 29, 2025

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Augusta, ME 04333
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P.O. Box 2412
naomi.kirk-lawlor@maine.gov

CONTACT PERSON FOR SMALL BUSINESS IMPACT STATEMENT (if different): N/A

FINANCIAL IMPACT ON MUNICIPALITIES OR COUNTIES (if any): N/A

AGENCY: 06-096 Department of Environmental Protection
CHAPTER NUMBER AND TITLE: Ch. 310, Wetlands and Waterbodies Protection

TYPE OF RULE: Routine Technical
PROPOSAL FILING NUMBER: 2025-P129

BRIEF SUMMARY: Because the State's surface water and near surface groundwater resources are so extensive, wetlands can be hydrologically connected over large distances, currently, wetlands that contain significant wildlife habitat, peatlands, or critically imperiled or imperiled plant communities are considered Wetlands of Special Significance and only a limited list of activities can be permitted within them, regardless of the distance between the proposed activity and the triggering feature. The proposed rule would allow the Department to permit additional activities within wetlands that are Wetlands of Special Significance because they contain significant wildlife habitat, peatlands, or critically imperiled or imperiled plant communities. The proposed rule would also classify rivers, streams or brooks as Wetlands of Special Significance. Currently, coastal wetlands, great ponds, and freshwater wetlands within 25 feet of a river, stream, or brook are Wetlands of Special Significance. This change would limit the types of development activities that may occur in rivers, streams, or brooks. It would also mean the 2:1 compensation ratio used for Wetlands of Special Significance would apply for impacts to rivers, streams, or brooks.

PUBLIC HEARING: September 18, 2025, 9:00am, Augusta Civic Center (76 Community Dr, Augusta, ME 04303)
COMMENT DEADLINE: September 29, 2025

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Augusta, ME 04333
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naomi.kirk-lawlor@maine.gov

CONTACT PERSON FOR SMALL BUSINESS IMPACT STATEMENT (if different): N/A

FINANCIAL IMPACT ON MUNICIPALITIES OR COUNTIES (if any): N/A

AGENCY: 06-096 Department of Environmental Protection
CHAPTER NUMBER AND TITLE: Ch. 310, Wetlands and Waterbodies Protection

TYPE OF RULE: Routine Technical
PROPOSAL FILING NUMBER: 2025-P130

BRIEF SUMMARY: Because the State's surface water and near surface groundwater resources are so extensive, wetlands can be hydrologically connected over large distances, currently, wetlands that contain significant wildlife habitat, peatlands, or critically imperiled or imperiled plant communities are considered Wetlands of Special Significance and only a limited list of activities can be permitted within them, regardless of the distance between the proposed activity and the triggering feature. The proposed rule would allow the Department to permit additional activities within wetlands that are Wetlands of Special Significance because they contain significant wildlife habitat, peatlands, or critically imperiled or imperiled plant communities. The proposed rule would also classify rivers, streams or brooks as Wetlands of Special Significance. Currently, coastal wetlands, great ponds, and freshwater wetlands within 25 feet of a river, stream, or brook are Wetlands of Special Significance. This change would limit the types of development activities that may occur in rivers, streams, or brooks. It would also mean the 2:1 compensation ratio used for Wetlands of Special Significance would apply for impacts to rivers, streams, or brooks.

PUBLIC HEARING: September 18, 2025, 9:00am, Augusta Civic Center (76 Community Dr, Augusta, ME 04303)
COMMENT DEADLINE: September 29, 2025

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naomi.kirk-lawlor@maine.gov

News

Draft CAPER Open for Public Comment September 8, 2025

PUBLIC COMMENT PERIOD

September 8, 2025 to September 23, 2025

2024-2025 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT

The City of Portland's 2024-2025 HUD Consolidated Annual Performance and Evaluation Report (CAPER) is available for review and comment online at the City of Portland's Housing and Community Development page: <http://www.portlandmaine.gov/262/>. The document is labeled **2024-2025 Draft CAPER**. All interested persons are invited to submit written or verbal comments to pro@portlandmaine.gov, (207) 874-8771, or 389 Congress St. Room 312 by September 23, 2025. This report is submitted to the U.S. Department of Housing and Urban Development annually and includes performance and evaluation measures concerning the Community Development Block Grant, HOME Investment Partnerships, and Emergency Solutions Grant programs. Activities include social services, public improvements, homeless services, affordable housing, and administration. The reporting period covers the fiscal year July 1, 2024 - June 30, 2025. More information is available at the website listed above.

Draft CAPER

Wed, Sep 3, 2025, 1:30 p.m. EDT

Public Comment Period September 8, 2025 to September 23, 2025



Hello! I can help you find the answer to your question?



Collapse

72°F
Sunny

Search

1:31 PM
9/3/2025

PR-09 HOME Program Income

Program Year	Program	Associa Grant	Fund Type	Estimated Income for Year	Voucher #	Voucher Created	Voucher Type	IDIS Proj.	IDIS Actv. ID	M C	Re	Amount
2023	HOME	M23DC230200	PI PI	0.00	DRAWS							
					6949193 ^-004	10/04/2024		Pr	25	2774		1,383.41
					6949193 ^-006	10/04/2024		Pr	25	2775		2,690.25
											Receipts	
											PI Draws	4,073.66
											PA Draws	0.00
											Balance	(4,073.66)
2023	HOME	M23DC230200	HP HP	0.00	DRAWS							
					6951916 ^-001	10/15/2024		Pr	11	2800		49,578.27
					7009191 ^-001	03/27/2025		Pr	7	2831		38,062.80
					7018555 ^-001	04/23/2025		Pr	7	2831		20,227.50
					7026271 ^-001	05/15/2025		Pr	7	2831		12,106.00
					7048688 ^-001	07/23/2025		Pr	7	2831		12,285.00
											HP Receipts	
											HP Draws	132,279.57
											HP Balance	(132,279.57)
2023	HOME	M23DC230200						Total Local Account Receipts				
								Total Local Account Draws				136,353.23
								Total Local Account Balance				(136,353.23)
2024	HOME	M24DC230200	PI	0.00	RECEIPTS							
					5444849 ^-001	01/09/2025						27,279.00
											Receipts	27,279.00
											PI Draws	
											PA Draws	
											Balance	27,279.00
2024	HOME	M24DC230200	HP	0.00	RECEIPTS							
					5444848 ^-001	01/09/2025						29,703.00
											HP Receipts	29,703.00
											HP Draws	
											HP Balance	29,703.00
2024	HOME	M24DC230200						Total Local Account Receipts				56,982.00
								Total Local Account Draws				
								Total Local Account Balance				56,982.00

Page: 1 of 1

MEMORANDUM
City Council Agenda Item

FROM: Troy Moon, Sustainability Director

DATE: September 3, 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. It received its first reading on August 25 and was postponed on September 3. Five affirmative votes are required for passage after public comment.

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. Ali Amendment 1 to Taxi Rates
3. Taxi fare memo to S&T

Prepared by:

Troy Moon, Sustainability Director

Date: 09/03/2025

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

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

**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.

**AMENDMENT TO ORDER 35-25/26
PREPARED BY CORPORATION COUNSEL
FOR COUNCILOR PIOUS ALI
RE: MINIMUM FARES**

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) for the first one-tenth of a mile (the "drop" rate) or a fraction thereof and thirty-five cents (\$0.35) 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, except when required to meet the minimum fare provided in subsection (c). 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 all rides which begin or end in the city shall be ~~pickup at the Portland International Jetport is~~ ten dollars (\$10.00) even if the taximeter fare is less. The taximeter shall be used for all such pickups.



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: Melissa Graffam
DATE: September 3, 2025
SUBJECT: Order 46-25/26 Approving Agreement Between the State of Maine Department of Transportation and the City of Portland RE: Pedestrian Crossing Improvements on West Commercial Street - 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 This agreement must be approved by City Council and signed by the City Manager prior to the project starting design and right of way work. The Department of Public Works (DPW) will manage the design and DOT will handle right of way work. The agreement must be signed prior to starting any design work.

Does this item involve a new contract with the City: Yes

PRESENTATION: N/A

I. SUMMARY

City Council is being asked to approve the attached Municipal/State/Federal Agreement, which would allow MaineDOT and DPW to move ahead with the preliminary engineering and right of way work for Phase 3 of West Commercial Pathway from Beach Street to 300' east of High Street. The agreement obligates the City to pay a portion of the project costs.

II. AGENDA DESCRIPTION

This project is part of MaineDOT's Locally Administered Project (LAP) Program. The City of Portland DPW will administer the project and pays 10 percent of the estimated cost. By signing the partnership agreement, it enables MaineDOT and DPW to proceed with the project and obligates the City to pay for 10% of the original estimated project cost; the City share for this initial phase of design work is estimated to be \$17,078.30. The MaineDOT, using state and federal funding, will be paying \$153,704.70.

This item must be read on two separate days. It received its first reading on September 3. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

This West Commercial Street Multi-Use Pathway is part of the larger peninsula circumferential pathway network. This agreement represents the beginning of Phase III of a years-long effort to extend a shared use pathway along West Commercial Street. MaineDOT constructed Phase I as part of the IMT project in 2015 and Phase II, from the Fore River Parkway Trail to the Star Match Building, was completed in 2024.

The Department of Planning and Urban Development applied for the MaineDOT Bicycle and Pedestrian Funding Program in 2024 to design and construction of the final segment of the West Commercial Street Shared Use Pathway. The application was approved in February 2025, and the City was selected to receive state transportation funding assistance for the Design and ROW activities for this project.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

This agreement for the West Commercial Street Multi-Use Path Phase 3 project will fund the design for a multi-use path way along West Commercial Street from Beach Street to 300' east of High Street. The project will improve walking and bicycling conditions and ADA ramps for a safer pedestrian and cyclist experience for all ages and abilities contributing to sustainable transportation and One Climate Future implementation goals of the Council. The majority of the project costs is federal funds.

V. FINANCIAL IMPACT

The City is obligated to pay 10% of the estimated project cost. The total City cost of this part of the project, estimated to be \$17,078.30, would be paid from an infrastructure account. A fiscal impact note is attached with this agenda request. The MaineDOT, using state and federal funding, will be paying \$153,704.70.

VI. STAFF ANALYSIS AND BACKGROUND

This project is intended to provide safer and more accessible bike and pedestrian facilities on this increasingly freight-commercial-retail corridor and gateway to and from the Portland peninsula. The project will design approximately 1,820 LF of 12' multi-use pathway, remove and reset 400 LF of granite curbing, install 20 pathway lights, install enhanced crosswalk/pathway markings and lighting at two intersections (Park Street and High Street), and construct one crosswalk with RRFB across Commercial Street. The West Commercial Street Pathway, once completed, will transform accessibility between the Portland peninsula and points west (including the Portland Transportation Center, the Veteran's Bridge shared use pathway) by providing a bikeway and pedestrian-way tailored specifically to the children, older adults, vulnerable populations (those with lower vehicle household ownership) and those with disabilities. Currently, there is no continuous, separated walkway or bikeway from the terminus of the Fore River Parkway Trail on West Commercial Street to Portland's downtown, and other, parallel routes pose grade or safety challenges for many transportation users. This project will remove this barrier for access to the Portland peninsula by providing a safe and comfortable shared use pathway suitable for children and "interested but concerned cyclists."

VII. RECOMMENDATION

The Department of Public Works recommends approving and signing the subject agreement to allow the preliminary engineering and right of way work for Phase 3 of West Commercial Pathway from Beach Street to 300' east of High Street.

VIII. LIST ATTACHMENTS

1. Order - Approving MDOT Agreement for West Commercial St Phase 3
2. West_Commercial_St_MultiUsePath_BeachStreet_Map
3. Fiscal Impact Note
4. DRAFT - Portland - Federal LPA Agreement - WIN 029380.00
5. Signed_2025_AwardNotification - Portland_Commercial_St_Path

Prepared by:

Melissa Graffam

Date: 09/03/2025

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

**ORDER APPROVING AGREEMENT BETWEEN THE STATE OF MAINE
DEPARTMENT OF TRANSPORTATION AND THE CITY OF PORTLAND
RE: PEDESTRIAN CROSSING IMPROVEMENTS ON WEST COMMERCIAL
STREET**

ORDERED, that the Agreement for a Federal-aid Locally Administered Project between the State of Maine Department of Transportation and the City of Portland for Pedestrian Crossing Improvements on West Commercial Street is hereby approved in substantially the form attached hereto; and

BE IT FURTHER ORDERED, that the City Council hereby authorizes the City Manager or designee to execute said Agreement and any other related documents necessary or convenient to carry out the intent of said Agreement.



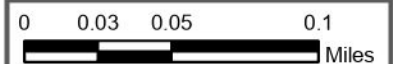
CITY OF PORTLAND, MAINE
DEPT. OF PUBLIC WORKS
212 CANCO RD STE B
PORTLAND, MAINE 04101
PHONE (207) 874-8846 FAX (207) 874-8852

West Commercial St Multi-Use Path Phase 3



March 2025

DRAWN BY: TSY



FISCAL IMPACT NOTE New Program Cost Data:	Year 1		Year 2		Year 3	
	City Rate	City / Sch Combined Rate	City Rate	City / Sch Combined Rate	City Rate	City / Sch Combined Rate
<u>Example:</u>						
ADD: NEW ITEM ANNUAL EXPENDITURES		\$17,078.30		\$0		\$0
LESS: TOTAL NEW ITEM ANNUAL REVENUES		\$0		\$0		\$0
=NEW ITEM NET TAX RATE IMPACT PROJECTION	\$17,078.30	\$17,078.30	\$0	\$0	\$0	\$0
New Program Impact to the Mil Rate	\$0.0022	\$0.0022	\$0.0000	\$0.0000	\$0.0000	\$0.0000
New Program % Impact on Mil Rate	0.0191%	0.0096%	0.0000%	0.0000%	0.0000%	0.0000%
Mil Rate Including New Program	\$11.3422	\$22.4822	\$11.3400	\$22.4800	\$11.3400	\$22.4800

Notes:



MaineDOT

MaineDOT use only

AMS ID: _____

CSN: _____

PROGRAM: Multimodal Program

Locally Administered Project (Payable)

Total Amount: \$170,783.00

Federal Share: \$136,626.40

State Share: \$17,078.30

Local Match: \$17,078.30

Effective Date: _____

Expiration Date: 12/31/2030

MaineDOT WIN: 029380.00

Federal Project #: 2938000

Portland Vendor ID: VC1000073476

Portland Unique Entity ID: LZKCFJXBAC8

Federal Assistance Listing #: 20.205

Note: The table above is included herein for administrative purposes only. It is not part of the agreement below.

**State of Maine Department of Transportation
Agreement for a Federal-aid Locally Administered Project**

With the

City of Portland

Regarding

Pedestrian Crossing Improvements on West Commercial Street

This subaward agreement for a federal-aid project (the **Agreement**) is entered into between the Maine Department of Transportation (**MaineDOT**), a state agency with its headquarters at 24 Child St. in Augusta, Maine, and a mailing address of 16 State House Station, Augusta, ME 04333-0016; and the City of Portland (the **City**), a municipal corporation organized and existing under the laws of Maine, with its principal administrative offices at 389 Congress St. in Portland, Maine and a mailing address of the same. (*MaineDOT and the City collectively are “the Parties” and individually “a Party”.*)

RECITALS

- A. **SCOPE OF WORK**. This Agreement shall apply to preliminary engineering and right-of-way work for Phase 3 of West Commercial Pathway from Beach Street to Park Street (the **Project**), subject to modification by the Parties as funding for additional stages of the Project is appropriated; and
- B. **FUNDING AWARD**. MaineDOT in 2025 awarded the City federal-aid funding for the Project; and
- C. **ROLES OF THE PARTIES**. The City, as a subrecipient of federal-aid funding, shall carry out the work as a Locally Administered Project (LAP) subject to the requirements of 23 CFR part 635.105 and the policies and procedures in the MaineDOT Local Project Administration Manual & Resource Guide (LPA Manual). MaineDOT shall provide the required state oversight of the Project in accordance with the federal requirements in 23 USC §106(g)(4) and 23 CFR part 635.105.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing statements, the Parties agree to the following:

1. APPENDIX

- A. Project award notification, dated February 24, 2023;
- B. Federal Title VI Assurances.

2. PROJECT MANAGEMENT

- 2.1 The City shall place in responsible charge of the Project a full-time employee with Local Project Administration (LPA) certification and appropriate qualifications, as set out in Chapter 1 of the MaineDOT LPA Manual. This person shall abide by the provisions of this Agreement and all policies and procedures in the LPA Manual. The Local Project Administrator, who will serve as the City's primary liaison with MaineDOT, is as follows:

☐ Janine Ba, Project Engineer

Phone: 207-874-8463 / Email: janineba@portlandmaine.gov

Note: The City shall notify MaineDOT if this person ceases to oversee the Project.

- 2.2 MaineDOT will assign a Project Manager to carry out MaineDOT's responsibilities under this Agreement. The Project Manager or an authorized designee will have the authority to take all action necessary to assure the proper performance of this Agreement. The MaineDOT Project Manager, who will serve as MaineDOT's primary liaison with the City, is as follows:

☐ Michael Laberge, MaineDOT Multimodal Program

Phone: 207-557-2443 / Email: Michael.Laberge@maine.gov

3. FINANCIAL OBLIGATIONS

- 3.1 AUTHORIZATION. MaineDOT's financial participation in the Project will begin upon the full execution of this Agreement (the Effective Date).
- 3.2 COST-SHARING. The estimated cost of preliminary engineering and right-of-way work is **\$170,783.00** (Project Cost), which the Parties shall share at the percentages set out below.
- a. FEDERAL SHARE. MaineDOT, with funding from the Federal Highway Administration (FHWA), will share in the Project Cost at the rate of 90 percent, up to **\$153,704.70**.
- b. LOCAL MATCH. The City shall share in the Project Cost at the rate of 10 percent, for an estimated contribution of **\$17,078.30** that is not from any source ineligible to match federal-aid funds. Additionally, the City shall be fully responsible for:
- i. All costs exceeding the Agreement maximum incurred without a modification in place;
 - ii. All costs incurred before the Effective Date of this Agreement; and
 - iii. All costs determined by MaineDOT or the FHWA to be federally non-participating.
- 3.3 FINANCIAL UPDATES. The Parties shall review the estimated cost of the Project, including construction, at the Project milestones of Preliminary Design Report (PDR), Plan Impacts Complete (PIC), and final Plans, Specifications & Estimate (PS&E). The Parties shall work in partnership to appropriate any additional funds needed to meet the latest estimate. Additionally, the City shall provide MaineDOT's Project Manager with one of the following, in the format of Letter 9 from the LPA Manual:
- a. A statement acknowledging the latest estimate and affirming its commitment to the Project; or
 - b. A formal request to cancel the Project, which may require the City to repay funds spent toward the Project if such action results in federal non-participation in the Project.

- 3.4 REIMBURSEMENT. The City shall pay Project costs as they occur and request periodic reimbursement for MaineDOT's portion. Invoices shall be submitted to MaineDOT's Project Manager at least *every six months* in the format of Letter 4 from the LPA Manual, as follows:
- a. Each invoice shall include a progress report for the service period of the invoice;
 - b. Each invoice shall include enough backup to satisfy the MaineDOT Project Manager;
 - c. Each invoice shall show MaineDOT's and the City's portions of Project costs, including a running total of costs invoiced to date;
 - d. The City must certify that amounts claimed are correct and not claimed previously;
 - e. Upon completion of the Project and payment in full of all contracted parties, the City shall submit to MaineDOT a final invoice modeled after Letter 20 from the LPA Manual. Payment shall be contingent on a passing inspection of the Project by MaineDOT and receipt of a completed consultant evaluation, contractor evaluation and as-built plans (if applicable).
- 3.5 MAINEDOT COSTS. MaineDOT will charge to the Project its costs for services performed on the Project. The City shall share in these costs commensurate with its share percentage of the Project. MaineDOT, at a minimum, will reconcile these costs upon completion of the Project and deduct the City's share percentage from the final invoice payment under 3.4(e) above.

4. DESIGN, PERMITTING, AND RIGHT OF WAY

- 4.1 KICKOFF. The Parties shall hold a kickoff meeting upon the execution in full of this Agreement.
- 4.2 PROGRESS UPDATES. The City shall provide MaineDOT with written progress updates upon request. If the City fails to respond to repeated such requests, MaineDOT may declare the City to be in default of this Agreement.
- 4.3 ENGINEERING SERVICES. A professional engineer licensed in Maine shall supervise all design work on the Project. If the City intends to hire a consultant to serve as the required engineer of record, the City shall use a qualifications-based selection in accordance with 23 CFR part 172 and Chapter 2 of the LPA Manual (Hiring Consultants), as follows.
- a. Using price as a ranking factor shall make consultant work ineligible for reimbursement.
 - b. The City shall obtain MaineDOT's written approval of any contract or contract modification. Work performed without such approval shall be ineligible for reimbursement.
 - c. The City shall incorporate by reference the terms and conditions of MaineDOT's Consultant General Conditions into its contracts for consultant services.
 - d. The City shall fill out a consultant evaluation upon completion of its contract with any consultant. A copy of the completed form shall be provided to MaineDOT.
- 4.4 SURVEY. MaineDOT shall carry out all survey work for the Project; West Commercial Street is Highway Corridor Priority (HCP) 1, Beach Street is HCP 1, and Park Street is HCP 3.
- 4.5 DESIGN WORK. The City shall be responsible for development of design plans, specifications, estimates and contract documents. The design of the Project shall comply with the Americans with Disabilities Act (ADA) and all other applicable laws, regulations and engineering standards.

- a. The City shall submit the following to MaineDOT for review and comment:
 - i. Preliminary design report;
 - ii. Design plan impacts (if right-of-way mapping will be required); and
 - iii. Final plans, specifications and estimate package (PS&E).
 - b. The bid package shall contain all applicable special provisions and federal requirements – including but not limited to Form FHWA-1273, Davis-Bacon wage rates, and updated and signed Title VI Assurances as set out in Chapter 7 of the LPA Manual (Final PS&E Package).
 - c. Electronic design files provided to MaineDOT for use in the right-of-way process shall conform to MaineDOT’s Policy on Electronic Exchange of CADD Data.
 - d. MaineDOT will enforce all engineering standards, laws and regulations that apply to the Project and will require changes to applicable Project documents if they are not met. Approval of the final PS&E package by MaineDOT shall not relieve the City and its consultant of responsibility for meeting all applicable engineering standards, laws and regulations.
- 4.6 PUBLIC PARTICIPATION. During preliminary design, the City shall conduct a public process appropriate for the scope of work and acceptable to MaineDOT’s Project Manager. The City shall provide MaineDOT with a signed public process certification modeled after Letter 10 from the LPA Manual, as part of the Project’s environmental package.
- 4.7 ENVIRONMENTAL REVIEW. MaineDOT will carry out the National Environmental Policy Act (NEPA) process. The City shall provide MaineDOT with signed Letter 11 from the LPA Manual and the completed NEPA Documentation Checklist. Additionally:
- a. The City shall be responsible for obtaining all environmental approvals, permits and licenses for the Project – outside of the NEPA process; and
 - b. The City shall provide MaineDOT with a signed environmental certification modeled after Letter 12 from the LPA Manual, as part of the final PS&E package for the Project.
- 4.8 UTILITY COORDINATION. The City shall identify all utilities affected by the Project and coordinate any required facility relocations in accordance with Chapter 5 of the LPA Manual (Utility Coordination). The City shall provide MaineDOT with a utility certification modeled after Letter 13 from the LPA Manual, as part of the final PS&E package.
- 4.9 RAILROAD COORDINATION. If applicable, MaineDOT shall coordinate any Project work affecting a railroad. Such work may include, but not be limited to, the review of plans by the affected railroad and the provision of railroad flagger protection during construction. The cost of all such work will be charged to the Project under Section 3.5 above – MaineDOT Costs.
- 4.10 RIGHT-OF-WAY. MaineDOT will carry out the right-of-way process for the Project. In doing so, MaineDOT will be responsible for the following services:
- a. Right-of-way mapping, title investigation, appraisal, appraisal review, negotiation and acquisition of all real property and rights necessary to carry out the Project.
 - b. MaineDOT will provide the federally required right-of-way certification.
 - c. If applicable, the City shall dedicate to the Project for public use into perpetuity any municipal property needed for the Project.

5. CONSTRUCTION

- 5.1 ADVERTISING FOR BIDS. Upon the approval of the final PS&E package and receipt of written construction authorization from MaineDOT, the City shall use competitive bidding to hire a contractor to construct the Project. The City shall abide by Section 102 of MaineDOT's Standard Specifications (Bidding) and Chapter 8 of the LPA Manual (Advertise & Award). *Advertising without authorization shall result in the loss of all federal funds for the Project.*
- 5.2 AWARDING A CONTRACT. Upon receiving written authorization from MaineDOT, the City shall award a contract to the lowest responsive/responsible bidder in accordance with Section 103 of MaineDOT's Standard Specifications (Award and Contracting) and administer the contract for the duration of the Project. Negotiation with any bidder, after bids are opened and before a contract is awarded, is prohibited by the federal regulations in 23 CFR §635.113. *Any such negotiation shall give MaineDOT just cause to find the City to be in default of this Agreement.*
- 5.3 CONSTRUCTION OVERSIGHT. During construction, the City shall ensure that there is adequate supervision and inspection to complete the Project in conformance with the approved PS&E plans and specifications. Accordingly, the City shall be responsible for the following:
- a. Providing a resident inspector who is either a municipal employee with the appropriate qualifications – as set out in Chapter 11 of the LPA Manual (Construction Administration) – or a consultant hired through a qualifications-based selection.
 - b. Providing a paving inspector and a concrete technician with required certifications to be on site for paving and concrete work, as applicable. *One person may perform both roles, if certified.*
 - c. Holding a pre-construction meeting and a separate pre-paving meeting.
 - d. Coordinating materials testing as necessary to comply with Minimum Testing Requirements that MaineDOT establishes for the Project.
 - e. Submitting proposed contract modifications to MaineDOT for review and concurrence. MaineDOT may deny reimbursement to the City for work performed under a change carried out without MaineDOT's concurrence.
 - f. Obtaining MaineDOT's sign-off on any field changes to the previously approved PS&E plans. If a change made in the field without such approval is found to be out of compliance with the Americans with Disabilities Act or any applicable engineering standard, the City shall be required to make corrections without benefit of reimbursement for the remedial work.
- 5.4 FINAL INSPECTION. MaineDOT will inspect the completed Project for compliance with the plans, specifications and provisions of the construction contract. MaineDOT reserves the right to require any work determined to be out of compliance to be addressed to MaineDOT's satisfaction, before paying the final invoice from the City for the Project.

6. MAINTENANCE AFTER CONSTRUCTION

Upon completion, the City shall maintain the Project for the duration of its useful design life. Maintenance shall consist of general upkeep and repairs to preserve year-round public access, including for persons with disabilities, with only isolated or temporary interruptions in accessibility. Maintenance shall include reasonable snow removal efforts, in accordance with the requirements of 23 USC §116 and 28 CFR §35.133. *This section shall survive the expiration of this Agreement.*

7. RECORDS AND AUDITS

- 7.1 Project Records, whether printed or electronic, shall include all plans, specifications, contracts, reports, notes, or other documents prepared by or for the City. The City shall retain all Project Records for at least **3 years** from either the date of MaineDOT's acceptance of the final invoice for the Project or the termination of this Agreement. If any litigation, claim, negotiation or audit has begun before the end of this retention period, all Project Records shall be kept for at least 3 years after the litigation, claim, negotiation or audit is resolved.
- 7.2 The City and any contracted party working on its behalf shall allow representatives of the Federal Government and the State of Maine to inspect and audit Project Records at any time. Copies shall be provided at no cost to the agencies requesting them.
- 7.3 Audits shall be conducted in accordance with Title 2 in the Code of Federal regulations (2 CFR), subpart F, §200.500 through §200.512 – Audit Requirements.

This section shall survive the termination or expiration of this Agreement.

8. DEBARMENT

- 8.1 By signing this Agreement, the City certifies that, for the term of the Project, it shall not permit any consultant, contractor, subcontractor or any other third party to work on any aspect of the Project if that entity or its principals has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from doing business with any federal department or agency. (Verification may be made through the federal SAM.Gov website.) If the City cannot certify to this statement, it shall attach an explanation to this Agreement.
- 8.2 If the City contracts with any third party pursuant to this Agreement, the City shall require that party and its principals to certify that they:
 - a. Have not within a 3-year period preceding the date of a contract for the Project been convicted of a crime or had a civil judgment rendered against them in connection with the following:
 - i. Obtaining, attempting to obtain, or performing a federal, state or local public transaction or contract under a public transaction;
 - ii. Violation of federal or state antitrust statutes;
 - iii. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - b. Are not under indictment for or otherwise charged criminally or civilly by a federal, state or local governmental entity with commission of any offense enumerated above; and
 - c. Have not within a 3-year period preceding this Agreement had one or more federal, state or local public transactions terminated for cause or default.

9. CONFLICT OF INTEREST

- 9.1 No municipal official or employee with a direct or indirect financial or other personal interest in any contract or subcontract for the Project shall negotiate, make, accept or approve any such contract or subcontract.

- 9.2 No professional performing services for the City on the Project shall have a direct or indirect financial or other personal interest in any contract or subcontract for the Project, other than the person's employment or retention by the City. No officer or employee of any professional retained by the City to work on the Project shall have a direct or indirect financial or other personal interest in real property acquired for the Project unless the interest is disclosed in the public record and such officer or employee has not participated in such acquisition for and on behalf of the City.
- 9.3 No person or entity entering into a contract for services for the Project shall have a direct or indirect financial or other personal interest in the Project or in its outcome, other than the performance of the contract. This prohibition covers the following:
- Any agreement with, or other interest involving, third parties having an interest in the outcome of the Project that is the subject to the contract; and
 - Any agreement providing incentives or guarantees of future work on the Project or related matters; and
 - Any interest in real property acquired for the Project unless such real property interest is disclosed in the public record before the person or entity enters into the contract.

10. GENERAL PROVISIONS

- 10.1 LEGAL COMPLIANCE. This Agreement shall be construed under the laws of the State of Maine. During the performance of the Project, the Parties agree to comply with and abide by all applicable federal, state and local laws, statutes, rules, regulations, standards and guidelines; avoid hindering each other's performance; fulfill all obligations diligently; and cooperate in achieving the intent of this Agreement.
- 10.2 INDEMNIFICATION. To the extent permitted by law, the City shall indemnify and hold harmless the State of Maine, its agents, employees and contractors from all claims, suits or liabilities arising from any negligent or wrongful act, error or omission by the City, its consultants or contractors. Nothing herein shall waive any defense, immunity or limitation of liability that may be available under the Maine Tort Claims Act (14 M.R.S., §8101 et seq.) or any other privileges or immunities provided by law. ***This provision shall survive the termination or expiration of this Agreement.***
- 10.3 CONFIDENTIALITY. Information pertaining to right-of-way appraisals, negotiations with property owners, and detailed construction cost estimates shall be kept confidential to the extent required by state law: 23 M.R.S.A., §63.
- 10.4 STATE OF MAINE'S RIGHTS OF SET-OFF. MaineDOT shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for purposes of set-off monies due the City under a specific project contract up to any amounts due and owed to MaineDOT regarding this Agreement, and any other agreement/contract with any State of Maine department or agency, including any agreement/contract for a term commencing prior to the term of this Agreement, plus any amounts due and owed to the State for any reason. MaineDOT shall exercise its set-off rights in accordance with standard state practices including, in cases of set-off pursuant to an audit, the finalization of the audit. *If applicable, MaineDOT reserves the right to withhold or reduce future Local Road Assistance payments to the City for purposes of set-off to recover the amount owed.*

- 10.5 NON-APPROPRIATION. Notwithstanding anything herein to the contrary, the City acknowledges and agrees that although the execution of this Agreement manifests MaineDOT's intent to honor its terms and to seek funding to fulfill any obligations arising hereunder, such obligations by law are subject to available budgetary appropriations by the Federal Government and the State of Maine. This Agreement creates no obligation on behalf of MaineDOT in excess of such appropriations.
- 10.6 LOBBYING. By signing this Agreement, the undersigned municipal representative certifies that no appropriated federal funds have been paid or will be paid, by or on behalf of the City, to any person for influencing or attempting to influence an officer or employee of any federal 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.
- 10.7 EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Agreement:
- a. The City shall not discriminate against any employee or applicant for employment relating to this Agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to an actual occupational qualification. The City shall take affirmative action to assure that applicants are employed, and that employees are treated during their employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation. The City agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this section.
 - b. The City – in all solicitations or advertising for employees placed by or on behalf of the City relating to this Agreement – shall 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 City shall cause the foregoing provisions to be inserted into any contract for work covered by this Agreement so that such provisions shall be binding upon each contractor, except for contracts or subcontracts for standard commercial supplies or raw materials.
- 10.8 FLOW DOWN. Contracts between the City and all third parties shall contain or incorporate by reference applicable provisions of this Agreement.
- 10.9 ASSIGNMENT. No assignment of this Agreement is contemplated, and no assignment shall be made without MaineDOT's express written permission.
- 10.10 AMENDMENT AND MODIFICATION. This Agreement may only be modified or amended in writing and signed by duly authorized representatives of the Parties.
- 10.11 BINDING EFFECT. The Parties shall be bound by the terms of this Agreement, which shall apply to its executors, their successors, administrators and legal representatives.
- 10.12 INDEPENDENT CAPACITY. The City, its employees, agents, representatives, consultants and contractors shall not act as officers, employees or agents of MaineDOT.

- 10.13 ENTIRE AGREEMENT. This document represents the entire Agreement between the Parties. Neither MaineDOT nor the City shall be bound by any statement, correspondence, agreement or representation not expressly contained in this Agreement.
- 10.14 ELECTRONIC SIGNATURES. Each Party agrees that this Agreement may be signed electronically and that all electronic signatures on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility.
- 10.15 NOTICE. Any communications, requests or notices required or appropriate to be given under this Agreement shall be in writing and may be sent by email, which shall satisfy the delivery requirements of this section through express acknowledgement of receipt by the receiving Party.
- a. Alternatively, communications may be sent by U.S. mail – certified or registered, return receipt requested – or by a recognized commercial carrier that requires a return receipt to be delivered to the sending party. Such communications, requests or notices shall be sent to the contacts listed in section 2 above (Project Management).

11. DEFAULT AND TERMINATION

- 11.1 MaineDOT shall have just cause to terminate this Agreement upon or after the occurrence of any of the following events, which shall constitute default of this Agreement by the City:
- a. The City withdraws its support for the Project, causing cancellation of the Project;
- b. The City fails to advertise the Project within 3 years of the execution of this Agreement – without receiving a time extension in writing from MaineDOT;
- c. The City makes no effort to respond to repeated requests for progress updates;
- d. The City takes any action that renders the Project ineligible for federal funding;
- e. The City misrepresents or falsifies any claim for reimbursement;
- f. The City uses Project funds for a purpose not authorized by this Agreement; and
- g. The City fails to meet the standards of performance set out in this Agreement.
- 11.2 In the event of a default, MaineDOT will afford the City a cure period of 14 calendar days, effective on the City's receipt of Notice of Default. If the City fails to address all grounds for default within this cure period or any longer period as MaineDOT may authorize, MaineDOT may terminate this Agreement for cause, with the following conditions:
- a. MaineDOT, at its discretion, may require the City to return all payments from MaineDOT toward the Project and to reimburse MaineDOT for its internal costs associated with the Project under section 3.5 above, if the default results in federal non-participation; and
- b. The City shall forfeit all federal funds remaining in the terminated Project.
- 11.3 The Parties may terminate this Agreement for convenience by mutual consent for any reason not defined as default. MaineDOT may reimburse the City for eligible work performed under this Agreement up to the effective date of termination for convenience, in accordance with Section 3.4 above (Reimbursement).

12. TERM AND EXPIRATION

All provisions of this Agreement – *except for those provisions that by their very nature are intended to survive* – shall expire upon payment by MaineDOT of the final invoice from the City under Section 3.4(e) above or **December 31, 2030** (Expiration Date), whichever occurs first. The City shall submit any request for a time extension to MaineDOT in writing before the Expiration Date.

13. MUNICIPAL APPROVAL

The City's undersigned representative assures that the City's legislative body has approved the City's entry into this Agreement, has appropriated or authorized the use of any required matching funds, and has authorized the representative to sign this Agreement.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this Agreement effective on the date last signed below.

City of Portland

Maine Department of Transportation

By: _____
Danielle P. West, City Manager *

By: _____
Todd Pelletier, P.E., Director *
Bureau of Project Development

Date: _____

Date: _____

** Pursuant to 10 M.R.S.A. §9502, et seq., I certify that the foregoing electronic signature: (a) is intended to have the same force as my manual signature, (b) is unique to me, (c) is capable of verification, (d) is under my control, and (e) is linked to data in such a manner that it is invalidated if the data are changed.*

APPENDIX A

Project Award Notification

DRAFT

APPENDIX B

Federal Title VI Assurances

DRAFT

The United States Department of Transportation (USDOT)

Standard Title VI / Non-Discrimination Assurances

DOT Order No. 1050.2A

The **City of Portland** (hereinafter “Subrecipient”) HEREBY AGREES THAT, as a condition of receiving financial assistance from the U.S. Department of Transportation (USDOT) through the Federal Highway Administration (FHWA), it is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq., 78 stat. 252), which prohibits discrimination based on race, color, national origin;
- 49 C.F.R. Part 21 (entitled Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of The Civil Rights Act of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory citations are referred to hereinafter as the “Acts” and the “Regulations” respectively.

General Assurances

In accordance with the Acts, the Regulations and other pertinent directives, circulars, policy memoranda and/or guidance, the Subrecipient hereby gives assurance that it will promptly take any measures necessary to assure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” for which the Subrecipient receives Federal financial assistance from the USDOT, including the FHWA.”

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress regarding Title VI and other nondiscrimination requirements (the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973) by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Subrecipient, so long as any portion of the program is federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Subrecipient agrees with and gives the following Assurances with respect to its Federally assisted FHWA projects:

1. The Subrecipient agrees that each “activity,” “facility” or “program” – as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. §21 – will be (regarding an “activity” facilitated), or will be (regarding a “facility” operated), or will be (regarding a “program” conducted) in compliance with all requirements imposed by, or pursuant to, the Acts and the Regulations.
2. The Subrecipient will insert the following notification in all solicitations for bids, requests for proposals for work, or material subject to the Acts and the Regulations made regarding all federal-aid highway programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

“The Subrecipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively assure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

- 3. The Subrecipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.**
4. If applicable, the Subrecipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Subrecipient.
5. That where the Subrecipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Subrecipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. If applicable, the Subrecipient will include the clauses in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Subrecipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Subrecipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Subrecipient or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Subrecipient retains ownership or possession of the property.
9. The Subrecipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Subrecipient agrees that the United States has a right to seek judicial enforcement regarding any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the **City of Portland** agrees to comply with (and to require any sub-grantees, contractors, successors, transferees, and/or assignees to comply) with applicable provisions governing the FHWA's access to records, accounts, documents, information, facilities and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the FHWA. You must keep records, reports, and submit the material for review upon request to the FHWA or its designee in a timely, complete and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The **City of Portland** gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal and Federal financial assistance extended after the date hereof to the Subrecipient by the U.S. Department of Transportation under the FHWA Programs. This ASSURANCE is binding on the Subrecipient, sub-grantees, contractors, subcontractors and their subcontractors, transferees, successors in interest, and any other participants in the FHWA Programs.

The person signing below is authorized to sign this ASSURANCE on behalf of the Subrecipient.

City of Portland

By: _____
Danielle P. West, City Manager

DATED: _____

Encl.: Appendix A through Appendix E

APPENDIX A

PERFORMANCE REQUIREMENTS

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference.
2. **Non-discrimination:** The contractor, as regards the work performed during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Subrecipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Subrecipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Subrecipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will insert the provisions of paragraphs one through six of the Assurances in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Subrecipient or the FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance. If the contractor becomes involved in or is threatened with litigation by a subcontractor or supplier because of such direction, the contractor may request the Subrecipient to enter into any litigation to protect the interests of the Subrecipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

If applicable, the following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation (USDOT) as authorized by law and upon the condition that the Subrecipient will accept title to the lands and maintain the project constructed thereon in accordance with 49 U.S. Code §5334, the Regulations for the Administration of the Federal Aid Highway Program, and the policies and procedures prescribed by the Federal Highway Administration (FHWA) of the USDOT in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, USDOT, Subtitle A, Office of the Secretary, Part 21, non-discrimination in federally assisted programs of the USDOT pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Subrecipient all the right, title and interest of the USDOT in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the Subrecipient and its successors forever, subject to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Subrecipient, its successors and assigns.

The Subrecipient, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that

- (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination regarding any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]*
- (2) that the Subrecipient will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, USDOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the USDOT, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [i and
- (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the USDOT will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the USDOT and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY OR PROGRAM

If applicable, the following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Subrecipient pursuant to the provisions of Assurance 7(a):

- A. The Subrecipient, for itself, its assignees, and successors in interest, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above non-discrimination covenants, Subrecipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above non-discrimination covenants, the Subrecipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Subrecipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

If applicable, the following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the Subrecipient pursuant to the provisions of Assurance 7(b):

- A. The Subrecipient, for itself, its assignees, and successors in interest, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above non-discrimination covenants, the Subrecipient will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued. *
- C. With respect to deeds, in the event of breach of any of the above non-discrimination covenants, the Subrecipient will thereupon revert to and vest in and become the absolute property of the Subrecipient and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause IS necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor – for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) – agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 5 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).



STATE OF MAINE
DEPARTMENT OF TRANSPORTATION
16 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0016

Janet T. Mills
GOVERNOR

Bruce A. Van Note
COMMISSIONER

February 24, 2023

Burce Hyman
389 Congress St.
Portland, ME 04101

Portland West Commercial St Multi-Use Path Phase 3

Dear Project Applicant:

The Maine Department of Transportation (MaineDOT) is pleased to inform you that your municipality's grant application for Bicycle/Pedestrian Program Funding has been approved, and your community has been selected to receive state transportation funding assistance at this time for the **Design and ROW** activities on your project.

Your community's project has been included in MaineDOT's 2025-26-27 Capital Work Plan, pending final authorization of state funds. MaineDOT has currently programmed up to **\$153,704.70** in Federal transportation funding for the preliminary design, survey/mapping, right-of-way work and the construction costs for your project, contingent upon the minimum required local match of **\$17,078.30**. The funding amounts approved were based on the preliminary estimates provided to the Department as part of your application and MaineDOT's internal discussions which may have adjusted these amounts.

Currently, MaineDOT intends this to be a locally administered project. Please confirm on the form at the end of this letter that your municipality is willing and able to administer the project. Requirements for state and federally funded locally administered projects may be found on the MaineDOT website: <http://www.maine.gov/mdot/lpa/>. Please keep in mind that MaineDOT staff time required to review project plans is part of the costs allocated to project funding. Furthermore, please note that funding for this project, is contingent upon MaineDOT receiving adequate state transportation funding to support it, and MaineDOT reserves the right to withdraw funds from this project for any reason.

Within the next 30 days, return the following documentation via email:

- 1) One original signed letter
- 2) Appropriate documentation authorizing the local match
- 3) Your agreement to administer this project locally

Please call me at **(207) 592-3384** with any questions or to review any issues related to the project. Thank you very much for your continued efforts to improve the transportation system within your community.

Sincerely,

Dakota Hewlett

Active Transportation Planner
Bicycle and Pedestrian Funding Program Manager
Maine Department of Transportation
207-592-3384
Dakota.Hewlett@maine.gov

Municipality: City of Portland

Authorized Signature: 

Title: Director of Public Works

Date: 3-3-2025

Prefer:

☒

Locally Administered Project

☐

MaineDOT Administers the Project

Description of Local Match commitment including the source, approval date, etc. *(Please attach supportive documentation):*

Department of Public Works
Mike Murray
Director



March 3, 2025

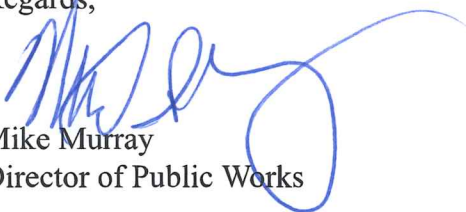
Dakota Hewlett
16 State House Station
Augusta, Maine 04333-0016

West Commercial Street Multi-Use Path Phase 3 Improvements Local Match

Dear Dakota Hewlett:

The City of Portland has identified Capital Improvement Funds to meet the local match amount of \$17,078.30. The City agrees to administer this project locally and will not finalize any consultant agreements until MaineDOT issues a written Notice to Proceed. If any additional information is needed please let us know.

Regards,


Mike Murray
Director of Public Works

MEMORANDUM
City Council Agenda Item

FROM:

DATE: September 3, 2025

SUBJECT: Order 48-25/26 Accepting and Appropriating \$118,184 in Health and Wellness Grant Funding from the Maine Department of Public Safety for the Portland Police and Fire Departments - Sponsored by Danielle P. West, City Manager

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

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

**Final
Action**

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

Does this item involve a new contract with the City: Yes

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

I. SUMMARY

II. AGENDA DESCRIPTION

This item accepts and appropriates \$118,184 from the State of Maine for public safety health and wellness screenings. The State of Maine Supplemental Budget 2024-2025 included funding to establish a pilot program for the purpose of reimbursement for wellness visits or specialized cardiac and metabolic screenings that specifically address the physical or mental health effects experienced by public safety employees.

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

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

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

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Order -Accepting and Appropriating a \$118,184 Maine Department of Public Safety Health and Wellness Grant for the Portland Police and Fire Departments
2. 2025 PS Health and Wellness Fund Council Memo
3. Maine Wellness Grant email
4. Service Contract City of Westbrook- Fire & Rescue_encrypted_ (1)
5. Questionnaire

Prepared by:

Date: 09/03/2025

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

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

**ORDER ACCEPTING AND APPROPRIATING \$118,184 IN HEALTH AND
WELLNESS GRANT FUNDING FROM THE MAINE DEPARTMENT OF PUBLIC
SAFETY FOR THE PORTLAND POLICE AND FIRE DEPARTMENTS**

ORDERED, that a \$118,184 in grant funds from the Maine Department of Public Safety for its health and wellness reimbursement pilot program is hereby accepted and that amount appropriated to the Portland Police and Fire Departments to support employee health and wellness programs; 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 Agreement and this order.

MEMORANDUM
City Council Agenda Item

FROM: Mark Dubois, Police Chief
Chad Johnston, Fire Chief

DATE: August 26, 2025

SUBJECT: Order Number Approving and Appropriating a Maine Department of Public Safety Health and Wellness Grant – Sponsored by Danielle P. West, City Manager

SPONSOR: Danielle P. West, City Manager

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading:

Final Action:

Can Action be taken at a later date: No

Does this involve a new contract with the City: No

I. SUMMARY:

The Portland Police and Portland Fire Departments are requesting approval and appropriation of Maine Department of Public Safety Health and Wellness funds totaling \$118,184.

II. AGENDA DESCRIPTION

This item accepts and appropriates \$118,184 from the State of Maine for public safety health and wellness screenings. The State of Maine Supplemental Budget 2024-2025 included funding to establish a pilot program for the purpose of reimbursement for wellness visits or specialized cardiac and metabolic screenings that specifically address the physical or mental health effects experienced by public safety employees.

III. BACKGROUND

The cumulative impact of exposure to traumatic events can negatively impact first responder wellness leading to a reduction in the quality of services provided, causing serious medical consequences, negatively impacting retention, and potentially resulting in self-harm. Screening first responders for mental and physical wellness issues and equipping personnel with healthy nutrition, fitness and wellness strategies is in the best interest of the employee, the City, and the community.

In the Spring of 2025, the Maine Department of Public Safety announced the availability of funds under the “Public Safety Health and Wellness Reimbursement Fund.” Applications were solicited from eligible agencies and a group of public safety agencies in Cumberland County submitted a regional application. A total of \$444,917.64 was awarded to the Cumberland County consortium with \$118,184 specifically designated for the City of Portland.

The following services are eligible for reimbursement under the program when provided to employees of public safety agencies:

- Specialized cardiac and metabolic screening that provides a medical consultation and an individualized plan including nutrition, fitness and wellness recommendations to the employee when appropriate.
- Annual wellness visits with qualified mental health professionals who have experience with the cumulative impact of exposure to traumatic events and specialized knowledge of public safety psychology.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

These funds will allow the police and fire departments to build upon existing wellness efforts targeted at minimizing the effects of repeated exposure to traumatic events experienced by first responders including telecommunicators assigned to the Portland Regional Communications Center.

V. FINANCIAL IMPACT

No matching funds are required under this program.

VI. RECOMMENDATION

Staff Recommends approval.

VII. LIST ATTACHMENTS

Prepared by:

Lisa Perrotta, Police Planning and Research Coordinator

Date: 08/26/2025

From: **andrew turcotte** <anturk7@hotmail.com>

Date: Fri, Aug 8, 2025 at 8:05 AM

Subject: Health and Wellness Grant

To: carter@portlandmaine.gov <carter@portlandmaine.gov>, mdubois@portlandmaine.gov <mdubois@portlandmaine.gov>, cgoodall@portlandmaine.gov <cgoodall@portlandmaine.gov>, Steve Sloan <ssloan@westbrook.me.us>

Good morning,

As you may recall, on behalf of several public safety agencies within Cumberland County, a single application was submitted to the State for "public safety health and wellness" funding. We were awarded a Maine Department of Public Safety Grant in the amount of \$444,917.64. This funding is to be used specifically to establish or enhance employee health and wellness programs. The goal of this initiative is to provide first responders with access to wellness visits, specialized cardiac and metabolic screenings, and other services that directly address the physical and mental health challenges commonly experienced in public safety professions.

A total of 1,600 public safety employees, from 17 agencies within Cumberland County have expressed interest in participating.

The City of Portland (FD, PD, and Communications) has been provided with a total of \$118,184

Fire Department - \$63,958.40 (based on 230 employees)

Police Department - \$43,936.64 (based on 158 employees)

Dispatch - \$10,288.96 (based on 37 employees)

While total agency funding is based on a reimbursement of \$278.08 per employee, you have discretion to use funding so long as the total expenditure does not exceed \$2,000 per employee.

DELIVERABLES

As the grantee, we must track and use funds for at least one of the two programs listed below.

1. Specialized cardiac and metabolic screening that provides a medical consultation and an individualized plan including nutrition, fitness, and wellness recommendations to the employee when appropriate. The results of the screening and any advice for the continued treatment of identified health issues must be provided to the employee and the employer's physician. Testing must include the following:

- advanced lipid panel, including cardiac inflammatory biomarker analysis
- screening for liver and kidney function
- screening for thyroid, prostate, and other cancers or diseases that are prevalent among first responders at a higher rate than the civilian population, such as diabetes.
- cardiologist-guided, public safety-specific, cardio-metabolic stress testing

2. Annual wellness visits with qualified mental health professionals who have experience with the cumulative impact of exposure to traumatic events and specialized knowledge of public safety psychology. Options for referrals to additional counseling services, inpatient services, or specialists for the participating employee or employer's immediate family must be available.

NOTE - other than the reimbursement of health and wellness programs is non-allowable.

-

REIMBURSEMENTS & PAYMENT

The City of Westbrook will manage agency reimbursements.

City of Westbrook
2 York Street
Westbrook, ME 04092

In order to be reimbursed after your employees have had their respective screenings, you will need to submit the following information.

- receipt of invoices for services provided. all invoices should provide a detailed list of the services provided and the costs for said services. for example, how many screenings were conducted and the cost per screening. no protected healthcare information should be provided.
- proof of payment - copy of accounts payable (including copy of check sent to vendor)

Due to the volume of agencies participating, we are requesting that you hold off on submitting an invoice for reimbursement until after you have expended your portion of funding.

To be eligible for reimbursement, the invoice must be dated after July 1, 2025. Any services rendered prior to this date will not be eligible for reimbursement.

While the grant period will run from July 1, 2025, to June 30, 2026, we are asking that all agencies complete the necessary health and wellness screenings and submit for reimbursement by **February 28, 2026**, so that any unexpended funds can be redistributed to agencies that may need it.

All documents, including vendor invoices and proof of payment should be emailed to ssloan@westbrook.me.us and cc aturcotte@falmouthme.org.

PAYMENT

Once you have submitted all of your documents and the invoice for reimbursement, we will then need to send those items to the State, who in turn, will send us the payment. Payment terms are 30 days from the date that the State receives and error-free invoice with all necessary and complete supporting documents.

Checks will be cut and sent from the City of Westbrook.

REPORTING

We will track and record all data/information necessary to complete the necessary grant reporting requirements. This majority of this information should be included in the invoices provided by vendors. This should include a detailed list of services provided, the cost for those services, and the number of employees who participated in those services.

In closing, while we recognize that this funding is not enough to support every employer and every employee, we are hopeful that this grant and subsequent data will raise more awareness as it relates to public safety health and wellness and the need for additional funding at the local, state, and federal levels.

Thank you and please reach out should you have any questions at all.

Andy

Andrew Turcotte



SERVICE CONTRACT

DATE: 6/18/2025	CONTRACT AMOUNT: \$444,917.64
ADVANTAGE CONTRACT #: CTMV 16A 20250617000000000016	
DEPARTMENT AGREEMENT: CTP 16A 20250627*408	
START DATE: 6/30/2025	END DATE: 6/30/2026

This Contract is between the following State of Maine Department and Provider:

STATE OF MAINE DEPARTMENT		
DEPARTMENT NAME: Department of Public Safety, Office of State Fire Marshal		
ADDRESS: 45 Commerce Drive, Suite 1		
CITY: Augusta	STATE: Maine	ZIP CODE: 04330
PROVIDER		
PROVIDER NAME: City of Westbrook DBA Westbrook Fire & Rescue		
ADDRESS: 2 York Street		
CITY: Westbrook	STATE: Maine	ZIP CODE: 04092
PROVIDER'S VENDOR CUSTOMER #: VC1000096126		

Each signatory below represents that the person has the requisite authority to enter into this Contract.

Department Representative:

Provider Representative:

BY: **Derek Gorneau, Assistant
Commissioner**
Date

Stephen Sloan Jul 1, 2025

BY: **Steve Sloan, Fire Chief** 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: Shawn Esler, State Fire Marshal		
EMAIL: shawn.esler@maine.gov	TELEPHONE: 207-441-9958	
ADDRESS: 45 Commerce Drive, Suite 1		
CITY: Augusta	STATE: Maine	ZIP CODE: 04330

PROGRAM ADMINISTRATOR: (Program Administrator section is optional.)

The following person is designated as the Program Administrator. This person will be able to respond to routine questions pertaining to the Contract; they will not be able to alter the scope of the Contract.

NAME: Shawn Esler, State Fire Marshal		
EMAIL: shawn.esler@maine.gov	TELEPHONE: 207-441-9958	
ADDRESS: 45 Commerce Drive, Suite 1		
CITY: Augusta	STATE: Maine	ZIP CODE: 04330

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: Steve Sloan, Fire Chief		
EMAIL: ssloan@westbrook.me.us	TELEPHONE: 207-854-0644	
ADDRESS: 570 Main Street		
CITY: Westbrook	STATE: Maine	ZIP CODE: 04092

TABLE OF RIDERS

The following riders are hereby incorporated into this Contract and made part of it by reference. *(Riders A, B, and G are required. Check all others that apply.)*

☒	Funding Rider
☒	Rider A – Scope of Work
☒	Rider B – Terms and Conditions
☐	Rider C - Exceptions
☐	Rider D – Included at Department's Discretion
☐	Rider E – Included at Department's Discretion
☐	Rider F – Included at Department's Discretion
☒	Rider G – Identification of Country in Which Contracted Work will be Performed
☐	Business Associate Agreement – Included at Department's Discretion
☐	Other – Included at Department's Discretion

FUNDING RIDER

Internal Purposes Only

CODING: (Departments - Attach separate sheet as needed for additional coding.)

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	APPR FUNDING	FISCAL YEAR
\$444,917.64	010	16A	1490	01	6331				2025

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: \$ 444,917.64

The sources of funds and compliance requirements for this Contract follow:

State General Fund	\$ 444,917.64
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	Department of Public Safety
Grantee	Organization receiving the grant funding
State	State of Maine

II. INTRODUCTION/OVERVIEW:

The Department of Public Safety is issuing contracts for the public safety health and wellness reimbursement pilot program to provide grants to government entities for the purpose of providing public safety employees with wellness visits or specialized cardiac and metabolic screenings that specifically address the physical or mental health effects experienced by public safety employees.

III. DELIVERABLES:

The grantee must track and use funds on at least one of the two programs listed below:

1. Specialized cardiac and metabolic screening that provides a medical consultation and an individualized plan including nutrition, fitness and wellness recommendations to the employee when appropriate. The results of the screening and any advice for the continued treatment of identified health issues must be provided to the employee and the employee's physician. Testing must include the following:
 - a. An advanced lipid panel, including a cardiac inflammatory biomarker analysis.

- b. Screening for liver and kidney function.
 - c. Screening for thyroid, prostate and other cancers or diseases that are prevalent among first responders at a higher rate than the civilian population, such as diabetes.
 - d. Cardiologist-guided, public safety-specific, cardio-metabolic stress testing.
2. Annual wellness visits with qualified mental health professionals who have experience with the cumulative impact of exposure to traumatic events and specialized knowledge of public safety psychology. Options for referrals to additional counseling services, inpatient services or specialists for the participating employee or employee's immediate family must be available.

The grantee must ensure that total expenditures do not exceed \$2,000.00 per employee.

Any other activity other than the reimbursement of health and wellness programs is non-allowable.

IV. REPORTS:

A. Required Reports

The Provider shall track and record all data/information necessary to complete the reports listed in the table below:

	Name of Report	Description or Appendix #:
1.	Costs	A detailed list of costs should be included with the report.
2.	Outcomes	For example, how many screenings and any desired outcomes. The report should not include protected healthcare information.

B. Reporting Schedule for Above Listed Required Reports

The Provider shall submit all of the reports listed in the table below to the Department in accordance with the deadlines established within the table

	Name of Report:	Period Captured by Report: ("Each year/quarter/month/week")	Due Date and/or Frequency: (# days after each year/quarter/month/week")
1.	Annual Update	Year	60 days after the end of the calendar year.
2.	Closeout Report	Year	Upon exhaustion of awarded fund.

The Grantee understands that the reports are due within the timeframes established and that the Department will not make subsequent payment installments under this Contract until such reports are received, reviewed and accepted.

The Provider further agrees to submit such other data and reports as may be requested by the Contract Administrator. The Provider shall submit all data and reports to the Contract Administrator listed in section “DEPARTMENT AND PROVIDER POINTS OF CONTACT” of this Contract.

RIDER B: TERMS AND CONDITIONS

1. **INVOICES AND PAYMENT**. Department will pay the Provider as follows: Payment terms are net 30 days from the date the State receives an error-free invoice with all necessary and complete supporting documents.

All invoices must include the following:
 - A. Advantage Contract numbers for this contract.
 - B. Vendor Code number assigned when registering as a vendor with the State of Maine. This number appears on all Contracts and Purchase Orders and can be acquired from the agency contact.
 - C. Itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State.
 - D. In cases where hourly rates of contracted resources are concerned, invoices must contain a copy or copies of time sheets associated with that invoice. Time sheets will need to be reviewed and approved by the State's contract administrator.

2. **BENEFITS AND DEDUCTIONS**. If the Provider is an individual, the Provider understands and agrees that they are an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for their Income Tax records.

3. **INDEPENDENT CAPACITY**. In the performance of this Contract, the parties hereto agree that the Provider, and any agents and employees of the Provider, shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.

4. **DEPARTMENT'S REPRESENTATIVE**. The Contract Administrator shall be the Department's representative during the period of this Contract. The Contract Administrator has authority to curtail services if necessary to ensure proper execution. They shall certify to the Department when payments under the Contract are due and the amounts to be paid. They shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.

5. **CHANGES IN THE WORK**. The Department may order changes in the work, the Contract Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Procurement Review Committee. Said amendment must be effective prior to the execution of the changed work.

6. **SUB-CONTRACTORS.** The Provider may not enter into any subcontract for the work to be performed under this Contract without the express written consent of the Department. This provision shall not apply to contracts of employment between the Provider and its employees.

The Provider is solely responsible for the performance of work under this Contract. The approval of the Department for the Provider to subcontract for work under this Contract shall not relieve the Provider in any way of its responsibility for performance of the work.

All Subcontractors shall be bound by the terms and conditions set forth in this Contract. The Provider shall give the State immediate notice in writing of any legal action or suit filed, and prompt notice of any claim made against the Provider by any Subcontractor, which may result in litigation related in any way to this Contract, or which may affect the performance of duties under this Contract.

7. **SUBLETTING, ASSIGNMENT OR TRANSFER.** The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without the written request and written approval from the Department. Such approval shall not in any case relieve the Provider of its responsibility for performance of work or liability under this Contract.

8. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Contract, the Provider certifies as follows:

- A. The Provider shall not discriminate against any employee or applicant for employment relating to this Contract because of race, color, religious creed, sex, national origin, familial status, ancestry, age, physical or mental disability, sexual orientation, or gender identity, unless related to a bona fide occupational qualification.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

- B. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Contract, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, familial status, ancestry, age, physical or mental disability, sexual orientation, or gender identity.

- C. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining Contract, or other Contract or understanding, whereby it is furnished with labor for the performance of this Contract a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- D. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine

Human Rights Commission, EEOC, Office of Civil Rights, etc.) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.

- E. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.
- F. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each Subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

- 9. CONFLICT OF INTEREST.** The Provider warrants that no State employee has or will receive any direct or indirect pecuniary interest in or receive or be eligible to receive, directly or indirectly, any benefit that may arise from this Contract, for any employee who participated in any way in the solicitation, award or administration of this Contract according to [Title 5 MRS §18-A, \(2\)](#) and in harmony with [Title 17 MRS §3104](#). Any contract made in violation of these sections is void.

The Provider certifies that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of its services hereunder. The Provider further certifies that in the performance of this Contract, no person having any such known interests shall be employed.

- 10. EMPLOYMENT AND PERSONNEL.** The Provider shall not engage on a full-time, part-time or other basis during the period of this Contract, any executive employee who participated in any way in the solicitation, award or administration of this Contract according to [Title 5 MRS §18-A, \(2\)](#) and in harmony with [Title 17 MRS §3104](#). Any contract made in violation of these sections is void.

- 11. NON-COLLUSION.** The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Contract and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award of this Contract.

And, the Provider has not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services, and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

For breach or violation of this provision, the Department shall have the right to terminate this Contract without liability or, at its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

- 12. ACCESS TO RECORDS.** As a condition of accepting a Contract for services under this section, a Provider must agree to treat all records, other than proprietary information, relating to personal

services work performed under the Contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the Department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the Provider and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the Contract and information concerning employee and Contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Contract and make such materials available at its offices at all reasonable times during the period of this Contract and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.

- 13. TERMINATION.** The performance of work under this Contract may be terminated by the Department whenever for any reason the Contract Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be affected by the delivery to the Provider of a Notice of Termination specifying the date on which such termination becomes effective.

Either party may terminate this Contract for cause by providing a written notice of termination stating the reason for the termination a minimum of thirty (30) calendar day ahead of the effective date of the termination. As part of the thirty (30) calendar days written notice of termination, the defaulting party shall have fifteen (15) calendar days to cure the default. If the default is of such a nature that it cannot be cured within fifteen (15) calendar days, the defaulting party shall have such additional time, as the parties may agree to, to cure the default, provided the defaulting party has taken steps to cure the default within the initial fifteen (15) calendar days.

Upon termination, the Department shall pay the Provider for work performed by the Provider prior to the date of Notice of Termination.

- 14. GOVERNMENTAL REQUIREMENTS.** The Provider warrants and represents that it will comply with all applicable governmental ordinances, laws and regulations.

- 15. GOVERNING LAW.** This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought in the State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

- 16. STATE HELD HARMLESS.** The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all third party claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.

17. NOTICE OF CLAIMS. The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to this Contract or which may affect the performance of duties under this Contract, and prompt notice of any claim made against the Provider by any Subcontractor which may result in litigation related in any way to this Contract or which may affect the performance of duties under this Contract.

18. APPROVAL. This Contract must be approved by the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.

19. INSURANCE REQUIREMENT. The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Contract with adequate liability coverage to protect itself and the Department from suits. Providers insured through a “risk retention group” insurer prior to July 1, 1991, may continue under that arrangement. Prior to or upon execution of this Contract, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.

- A. Other Provisions - Unless explicitly waived by the Department, the insurance policies shall contain, or be endorsed to contain, the following provisions:
 - i. The Provider’s insurance coverage shall be the primary and contributory. Any insurance or self-insurance maintained by the Department for its officers, agents, and employees shall be in excess of the Provider's insurance and shall not contribute to it.
 - ii. The Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - iii. The Provider shall furnish the Department with certificates of insurance, and with those endorsements, if any, affecting coverage, required by these Insurance Requirements. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Department before this Contract commences. The Department reserves the right to require complete, certified copies of all required insurance policies at any time.
 - iv. All policies should contain a revised cancellation clause allowing thirty (30) days notice to the Department in the event of cancellation for any reason, including nonpayment.
 - v. The Department will not grant the Provider, or any sub-contractor of the Provider, “Additional Insured” status and the Department will not grant any Provider a “Waiver of Subrogation”.

20. NON-APPROPRIATION. Notwithstanding any other provision of this Contract, if the State does not receive sufficient 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.



Public Safety Health and Wellness Pilot Program Questionnaire



Name of Public Safety Agency: Police Police Department

Public Safety Agency Address: 109 Middle Street Portland, ME 04101

Contact Person for the Agency: MarkDubois

How many personnel do you have?

Fire personnel: _____

EMS personnel: _____

Law Enforcement personnel: 158

Corrections personnel: _____

Communications Officers: 37

Which wellness program are you interested in:

1. Number of specialized cardiac and metabolic screening tests requested: ☒

2. Annual Mental Health Screening: ☒

MEMORANDUM
City Council Agenda Item

FROM:

DATE: September 3, 2025

SUBJECT: Order 49-25/26 Approving the Collective Bargaining Agreement Between the City of Portland and Labor & Trades, AFSCME Local 481-00 - Sponsored by Danielle P. West, City Manager

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

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

**Final
Action**

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

Does this item involve a new contract with the City: Yes

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

I. SUMMARY

II. AGENDA DESCRIPTION

This item approves a negotiated successor collective bargaining agreement between the City of Portland and Labor & Trades, AFSCME Local 481-00 for the period of July 1, 2025, through December 31, 2027. This proposal is presented after previously receiving guidance from the City Council executive sessions held on January 13, March 31, and July 28, 2025, and after having been approved by Labor & Trades, AFSCME Local 481-00.

This item must be read at two separate meetings. This is its first reading.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

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

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Order - Approving the Collective Bargaining Agreement Between the City of Portland and Labor & Trades, AFSCME Local 481-00
2. Complete_with_Docusign_Labor__Trades_2025-2
3. Fiscal Impact Note

Prepared by:

Date: 09/03/2025

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

**ORDER APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE CITY OF PORTLAND AND LABOR & TRADES, AFSCME LOCAL 481-00**

ORDERED, that the Collective Bargaining Agreement between the City of Portland and Labor & Trades, AFSCME Local 481-00 the period of July 1, 2025 through December 31, 2027 is hereby approved substantially in the form attached hereto; and

BE IT FURTHER ORDERED, that the City Council hereby authorizes the City Manager or designee to execute said Agreement and any other related documents necessary or convenient to carry out the intent of said Agreement.

**MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF PORTLAND AND LABOR AND TRADES, AFSCME
LOCAL 481-00**

This Memorandum of Agreement (“MOA”) is entered into by and between the Negotiating Team of the City of Portland, Maine (the “City Negotiating Team”) and the Negotiating Team of Labor and Trades, AFSCME Local 481-00 (the “L&T Negotiating Team”) (collectively, the “Parties”).

WHEREAS, the City of Portland and Labor and Trades, AFSCME Local 481-00 are parties to a collective bargaining agreement that expired on June 30, 2025;

WHEREAS, the Parties have engaged in extensive negotiations to come to a tentative agreement regarding the terms of a successor collective bargaining agreement;

NOW THEREFORE, the Parties agree that the terms of the tentative agreement for a successor collective bargaining agreement are as follows:

1. The red-lined collective bargaining agreement attached hereto is hereby incorporated into this MOA and outlines the terms of the Parties’ tentative agreement for a successor collective bargaining agreement for the period of July 1, 2025 through December 31, 2027.
2. The Parties agree to changes to the following job descriptions, as outlined in the red-lined job descriptions attached hereto and hereby incorporated into this MOA:
 - Airport Airfield Electrician
 - Airport Facilities Technician Assistant I
 - Airport Facilities Technician Assistant II
 - Facilities Master Electrician - Barron Center
 - HVAC Technician I
 - HVAC Technician II
 - Welder Machinist I - 2nd Class
 - Welder Machinist II - 1st Class
 - Arborist I
 - Arborist II
 - Arborist III
3. The Parties will work together to implement a four-day workweek for bargaining unit employees at the Jetport so long as staffing levels permit.
4. The Parties will meet and discuss the possibility of the City offering an apprenticeship program and the impacts of any such program on bargaining unit employees.
5. The Parties will meet and discuss the leaf pickup process for solid waste and will make any necessary changes to the existing MOU.

6. The Parties acknowledge that the City is ending its practice of paying for hotel rooms and purchasing meals for employees during winter operations at the Jetport. Break times will be provided in accordance with the law and applicable collective bargaining provisions.
7. The City acknowledges that Jetport employees are eligible for training pay as outlined in Section 31.7 of the Parties' collective bargaining agreement.
8. The Parties agree that Facilities employees at the Jetport are considered essential personnel. Airport Facilities Technician I and Airport Facilities Technician Assistant II will be required to participate in snow removal duties of the facility and have the option to participate in snow removal duties on the airfield provided they obtain the appropriate training and endorsements. Airport Airfield Electricians will be required to perform airport snow duties as needed during their regular work hours and have the option to participate in snow removal duties prior to or after their scheduled shift.
9. The City will begin withholding 50% of the premium required by the Maine Paid Family and Medical Leave Act (PFMLA), specifically 26 M.R.S. § 850-F, or an equal amount payable to an equivalent private plan pursuant to 26 M.R.S. § 850-H, from bargaining unit employees' wages effective May 1, 2026.
10. Cost of living increases, reclassifications, and the addition of a new 25+ year step shall all be effective retroactive to July 6, 2025. Increases in current stipends or new stipends, including, but not limited to, needle pickup stipend changes, parking garage hazardous waste cleanup stipend, mini split certification pay, higher class pay, commercial snow blower and bulldozer operation stipends, New England Water Environment Association Collections Systems Certification stipends, weekend differential, and safety glasses reimbursement, shall be effective in the first pay period following the effective date of a City Council order approving this agreement.
11. The Parties agree to recommend and advocate adoption of the successor collective bargaining agreement to their respective principals.

LABOR & TRADES, AFSCME
LOCAL 481-00

Signed by:

069EBA004D5C46F...
By: Glen Nilsen, President
Date: 9/4/2025

CITY OF PORTLAND

Signed by:

066DA28D6D9F4B3...
By: Keith Hansen, Chief Negotiator
Date: 9/4/2025

AGREEMENT BETWEEN
CITY OF PORTLAND
AND
AFSCME LOCAL 481-00
LABOR AND TRADES

July 1, ~~2022~~ 2025 – ~~June~~ December ~~31~~0, 20275

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AGREEMENT

This Agreement made and entered into this [] day of October, ~~2022~~2025, by and between the CITY OF PORTLAND, hereinafter referred to as "City" and Local 481, American Federation of State, County, and Municipal Employees, AFL-CIO, Council 93, hereinafter referred to as the "Union".

1. PREAMBLE

- 1.1 Pursuant to the provisions of the Municipal Public Employees Labor Relations Law (Chapter 9-A), Title 26, Maine Revised Statutes Annotated), the parties have entered into this Agreement with the goal of establishing mutual rights, preserving proper employee morale, and promoting effective municipal operations.

2. RECOGNITION

- 2.1 The City hereby recognizes that the Union is the sole and exclusive representative of a Unit consisting of all permanent employees (as defined in Appendix A) working in the job classifications in the attached classification and pay plans (except those excluded by Chapter 9-A, Title 26, M.R.S.A. and excluding all temporary, seasonal, on-call, or probationary employees as defined below and in Appendix A) in the following Departments and Divisions:

Health and Human Services (Barron Center and Social Services Division)

Jetport

Parking Division

Parks, Recreation and Facilities ~~Management (Public Assembly Facilities Division and Public Buildings Division)~~

Public Works

~~Aviation and Transportation~~

- 2.2 The Union shall bargain for such permanent employees in the above unit with respect to wages, hours of work, working conditions, and all other terms and conditions of employment.
- 2.3 All new employees in permanently budgeted positions shall serve a probationary period of six (6) months, and shall have no seniority, grievance, or other rights during this period, except as otherwise specifically provided in this Agreement. During the six (6) month probationary period, the appointing authority may remove the probationer at any time if their work or conduct are found below satisfactory standards. Notwithstanding the foregoing, probationary employees do receive holidays and earn vacation and sick leave during the probationary period, and can use vacation or sick leave during the probationary period, unless specifically prohibited by a section of the Agreement. Probationary employees shall not be assigned to perform higher pay for higher classification work provided in Article 22.

- 2.4 Upon completion of the six (6) month probationary period, the probationary period shall be considered part of the employee's seniority time. In addition, any employee who becomes a permanent employee, and who has previously served in the same classification as a temporary, seasonal, or project employee, shall have such temporary, seasonal, or project time credited against their probationary period.
- 2.5 Permanent part-time employees shall be covered by all of the provisions of this contract, and shall be entitled to benefits as outlined in Appendix A, which is attached hereto and incorporated herein.
- 2.6 The City shall provide the Union with a monthly listing of the names and addresses of new employees and the names of separated employees. The City shall also notify the Union of new job classifications when created with an opinion from the Human Resources Department as to the appropriate bargaining unit for such new classifications.
- 2.7 The City and the Union agree to meet at reasonable times to discuss additions to and deletions from the recognition clause for possible changes in the recognition clause, and such changes will be by mutual agreement.

3. NO DISCRIMINATION BY PARTIES

- 3.1 Employees covered by the Agreement shall have all the rights afforded under Section 963 of Chapter 9-A, Title 26, M.R.S.A.
- 3.2 No employee shall be favored or discriminated against by either the City or the Union because of ~~his or her~~their membership or non-membership in the Union.
- 3.3 The parties agree that they shall not unlawfully discriminate against any employee because of race, color, sex (including pregnancy), sexual orientation, gender identity or expression, physical or mental disability, religion, age, ancestry, national origin, veteran's status, genetic information, previous assertion of a claim or right under the Maine Workers' Compensation Act, previous actions taken or protected under the Maine Whistleblowers Protection Act, or any other protected group status as defined by applicable law.

4. DUES

- 4.1 The City shall deduct regular weekly dues, PEOPLE, and premiums for income protection insurance for employees participating in the AFSCME Income Protection plan, as outlined in Article 18, INSURANCE, upon receipt of a signed authorization form from members and a certified statement from AFSCME Council 93 as to the amount for dues and fees. The signed authorization for deduction of dues shall be in the form attached hereto and marked Exhibit A.
- 4.2 For employees hired into a permanent position shall either (1) join the Union, or (2) sign a non-member waiver form supplied by the union. ~~Employees shall have 10 days after completion of their probationary period within which to join the Union or sign a non-~~

~~member waiver form supplied by the union.~~

- 4.2.1 Upon receipt of a written authorization card from the employee, the City shall deduct full Union dues
- 4.2.2 Employees who wish to become non-members shall notify the City and the Union in writing thirty (30) days prior to the expiration of this agreement.
- 4.2.3 P.E.O.P.L.E. Deduction: The City agrees to deduct from wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the City and the Union. The City agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

4.3 Amount of Dues

In the event of a change in the amount of dues or fees during the term of this Agreement, AFSCME Council 93 shall so inform the Director of Human Resources of the City in writing. After receipt of same, dues or fees as therein noted shall be deemed to have been authorized to be withheld on behalf of the employees who had previously signed authorization forms as noted.

4.4 Dues Transmittal

The City shall forward all such dues and fees so collected to Council No. 93, Boston Massachusetts Business Office at 8 Beacon Street. All dues and fees collected shall be submitted to AFSCME Council 93 utilizing electronic deposit with all member rosters emailed to duesrosters@afscme93.org, on or before the 15th of the month following the month in which they were collected from the employees. Any premiums collected shall be forwarded to the Maine Benefit Trust. The Benefit Trust will notify the City of the amounts of premiums to be deducted.

4.5 Indemnification

The Union shall defend, indemnify, and hold the City harmless against any and all claims or suits which may arise out of or result from the dues ~~or fee~~ deductions, fees, insurance premiums, and similar payroll deductions taken, or not taken, pursuant to this Article and Article 18, and the transmission thereof to the Union or relevant insurance provider, said indemnification to include all costs and attorney's fees resulting from any such claims or suits.

5. **TIME OFF WHILE PERFORMING UNION DUTIES**

- 5.1 The Local Union President and/or Chief Steward, or other authorized Union representative, shall be allowed time off, with pay, for meeting with City officials concerning Union business provided, in the judgment of the City, said time off does not interfere with work flow requirements.
- 5.2 The Chief Steward, or other authorized Union representative, shall be allowed time off, with pay, during regular shift hours for investigating grievances, up to a maximum of one (1) hour per grievance, but not to exceed a total of three (3) hours per week, except with the permission of the Department Head or designee. The Chief Steward, or other authorized representative, shall not leave their regularly assigned work in order to investigate a grievance without first obtaining approval of their supervisor or other management representative holding a position of Section Head or Division Head. Such approval shall be granted with a twenty-four (24) hour notice to the supervisor or other management representative as defined above. A notice shorter than 24 hours shall not be arbitrarily denied.
 - 5.2.1 If an employee is facing disciplinary action, the Chief Steward or other Union Steward will be permitted to attend the disciplinary hearing or the hearing will be postponed until the Chief Steward or other Union Steward is available.
- 5.3 The City agrees to meet once per month with a Union Committee to discuss matters pertaining to non-grievable items not covered in this Agreement provided the Union Committee submits a written agenda of the items for discussion at least three (3) working days prior to the meeting date. Such meetings shall be held at mutually convenient times. Whenever such meetings are held during normal working hours, the Union Committee shall be composed of not less than three (3) and not more than five (5) representatives.
- 5.4 During the term of this Agreement, up to two (2) weeks shall be allowed off the job, without pay, for no more than two (2) Union representatives at one time, to attend any regional, state, or national meetings of the American Federation of State, County, and Municipal Employees. No time off shall be granted under this paragraph unless the Department Head or designee gives permission and determines there is sufficient staffing available for departmental operations. This provision does not limit the Union to select the same two (2) representatives for the several meetings, but the aggregate time allowed for leave shall not exceed twenty (20) work days during each calendar year.

6. BULLETIN BOARDS

- 6.1 The City shall permit the reasonable use of bulletin boards by the Union for the posting of notices relating to Union business provided that any such notice shall not be in violation of local, state, or federal law.

7. ACCESS TO PREMISES

- 7.1 With the permission of the appropriate Division Head, such permission not to be arbitrarily withheld, representatives of the American Federation of State, County, and Municipal

Employees, Council No. 93, and Local 481, may enter City premises for the investigation of pending disputes under the contract. A list of authorized Union representatives who may enter City premises shall be furnished by the Union within forty-five (45) days of the effective date of this Agreement to the appropriate Department Head, Division Head, and Director of Human Resources.

8. MANAGEMENT RIGHTS

- 8.1 The City retains all right and authority to manage and direct its employees, except as otherwise specifically provided in this Agreement.

9. DEPARTMENT RULES

- 9.1 The Union acknowledges the right of the City to make such rules and regulations governing the conduct of its employees as are not specifically inconsistent with the provisions of this Agreement.
- 9.2 The Unit President, the field representative for the Union, and the Chief Steward shall be supplied with a copy of the new or amended rule at least eight (8) working days prior to the posting of the new or amended work rule on the bulletin boards.
- 9.3 When work rules are changed or amended or new rules are established, they shall be posted on all bulletin boards for a period of ten (10) consecutive work days before becoming effective.
- 9.4 All Department rules and regulations shall be posted in conspicuous locations throughout the Department in order for employees to familiarize themselves with these rules. The City agrees to provide employees with an annual review of work rules when requested by the Union.
- 9.5 Employees will comply with all existing rules which are not in conflict with the terms of this Agreement. Any complaint involving discrimination in the application of new or existing rules may be processed through the grievance procedure.

10. STRIKES, SLOWDOWNS, AND LOCKOUTS PROHIBITED

- 10.1 The Union agrees that during the term of this Agreement, neither it nor its officers or members will engage in, encourage, sanction, support, or suggest any (1) strikes, (2) slowdowns, (3) mass absenteeism, (4) mass resignations, or (5) picketing which would involve suspension of or interference with normal work of the Department or other City Departments, or (6) any other similar action which would involve suspension of or interference with the normal work of the department or other City Departments.
- 10.2 In the event that Union members participate in such activities in violation of this provision, the Union shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties. Any employee

participating in these prohibited activities may be discharged by the City. The City agrees not to engage in any lockout of employees during the term of this Agreement.

11. GRIEVANCE PROCEDURE

11.1 Should the Union, or an employee in the Unit, feel aggrieved concerning the interpretation or application by the City of any provision in this Agreement, the Union may seek adjustment of the grievance as follows:

11.1.1 The Union, through the Chief Steward, or other authorized Union representative, shall take up the grievance with the employee's Division Head or designee. The Division Head or designee shall issue a decision within ten (10) working days from the date the Union filed the grievance with the Division Head or designee.

11.1.2 If the grievance is not resolved at Step 11.1.1, within five (5) working days after receipt of the decision of the Division Head, the Union shall submit the details, including names, dates and other pertinent information to allow the City to reasonably understand the nature of the grievance, of such grievance in writing to the Department Head. Within five (5) working days thereafter, the Department Head or designee shall meet with a representative of the Union for the purpose of adjusting or resolving such grievance. Within ten (10) working days after said meeting, the Department Head or designee shall render a written decision.

11.1.3 If the grievance is not resolved at Step-11.1.2, within ten (10) working days after receipt of the written decision of the Department Head or designee, the Union representative may appeal to the Director of Human Resources by filing a written notice of appeal together with copies of the written grievance and the 11.1.2 decision. The Director of Human Resources or designee shall meet with the Union within fifteen (15) working days following receipt of the Union's written appeal to hear the grievance and shall provide a written decision within ten (10) working days of the date of the hearing.

11.1.4 If the grievance is not resolved at Step 11.1.3, within fifteen (15) working days after receipt of the written decision of the Director of Human Resources or designee, the Union representative may appeal to the City Manager by filing a written notice of appeal together with copies of the written grievance and responses at Steps 11.1.2 and 11.1.3. The City Manager or designee shall meet with the Union within twenty (20) working days following receipt of the Union's written appeal to hear the grievance and shall provide a written decision within fifteen (15) working days of the date of the hearing.

11.1.5 In the event that the decision of the City Manager rendered pursuant to 11.1.4 above is not acceptable to the Union, within fifteen (15) working days after receipt of the decision at Step 11.1.4 it may request in writing that the matter be submitted to arbitration. The City and the Union shall mutually agree upon an arbitrator when possible. In the event they are unable to agree upon an arbitrator

within seven (7) days of the request for arbitration, the arbitrator shall be selected through the Labor Relations Connection (LRC) in accordance with the rules of said Association then in full force and effect. The Union must submit a written arbitration request to the Labor Relations Connection (LRC) within sixty (60) days of the date of the City Manager's decision; if they fail to do so, they have forfeited their right to pursue the grievance to arbitration. Thereafter, arbitration shall be had in accordance with the rules of the Labor Relations Connection (LRC). Said Arbitrator shall have no authority to add to, subtract from or modify the provisions of this Agreement. The arbitrator's decision shall be final and binding upon the parties hereto. The expenses of the arbitrator shall be borne equally by the parties.

11.1.6 The time limits for processing of grievances may be extended by written consent of the parties. Steps 11.1.1, 11.1.2, or 11.1.3 in the grievance procedure may be waived by written mutual consent of the parties. Absent such written extension, the Union may not appeal the grievance to the next step of the grievance procedure if they exceed the contractual time period for appealing the grievance; if the City exceeds the contractual time period for responding to a grievance without a written extension, the grievance will proceed to the next step of the grievance procedure providing the Union submits a timely written appeal to the next step.

11.1.7 At Steps 11.1.2, 11.1.3, 11.1.4 of the grievance procedure, the Department Head, Director of Human Resources, or City Manager may act through their Deputy, Assistant, or other duly authorized representative.

11.1.8 All grievances shall be commenced not later than thirty (30) days after the occurrence of the event giving rise to the grievance, or within thirty (30) days after the time such event became known to the employee or employees concerned, whichever shall be later.

11.1.9 Nothing in this Article shall diminish the right of any employee covered hereunder to present their own grievance as set forth in Title 26, Maine Revised Statutes Annotated up to and including the Manager's level. Any grievance processed by the Union shall go to a Grievance Committee of the Union before processing at Step 3 of the grievance procedure.

12. SAVINGS CLAUSE

12.1 If any Article or section of this Agreement, or any riders thereto should be held invalid by operations of law or by any tribunal of competent jurisdiction, or if compliance with the enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement or any riders thereto shall not be affected thereby.

12.2 Within thirty (30) days after the expiration of the time for appeal from a final decree of a

court of competent jurisdiction and no appeal having been filed, the City and the Union agree to meet to negotiate in regard to the specific Article, section, or rider held invalid by the court. This exception to Article 41, Embodiment, shall not be construed as limiting or otherwise modifying such Article 41, except as herein stated. The parties shall be required to negotiate only as to the specific Article, section, or rider declared invalid, and shall not be required to negotiate while any appeals of a decision are pending, but may do so upon mutual agreement.

13. WAGES AND SALARIES

- 13.1 Effective July ~~36, 2022~~2025, employees will receive a ~~34.0%~~ across the board increase in accordance with the seniority step pay plan attached hereto as Appendix B-2. After the 3.0% COLA is implemented, a twenty~~-five~~ plus year step will be added to the pay plan.
- 13.2 Effective July ~~25, 2023~~2026, employees will receive a 3.0% across the board increase in accordance with the seniority step pay plan attached hereto as Appendix B-2.
- 13.3 Effective July ~~74, 2024~~2027, employees will receive a 2.~~50~~% across the board increase in accordance with the seniority step pay plan attached hereto as Appendix B-2.
- 13.4 Wages of permanent part-time employees shall be based upon the seniority step pay plans (Appendix B-2) but such employees' base weekly wages shall be pro-rated on the basis of a forty (40) hour work week.
- 13.5 Retroactive pay increases will be paid to active employees and retirees as of the date of signing of this Agreement, for the period beginning on July ~~36, 2022~~2025 through the date of signing (the "period of retroactivity"). Retroactive pay will be determined by multiplying the difference between the employee's base wage during that same time period as determined by Appendix B-2 times the number of weeks at the new base wage and including all overtime. In the case of a promotion during the period of retroactivity, the employee's pay will be based upon the employee's time in each position.
- ~~13.6 Effective upon Council approval of this Agreement, all non-probationary bargaining unit employees will receive a one time payment in the amount of three hundred dollars (\$300.00).~~
- 13.~~7~~6 Employees who successfully complete the required certification tests and other criteria as outlined in departmental career ladders will be promoted in accordance with the appropriate career ladder following review and approval by the Department Head and Human Resources Director that all certification criteria have been satisfied. The promotion will be effective on the beginning of the full pay period following completion of all required criteria as certified by Human Resources. Employees are responsible for renewing all licenses used to justify the promotion and must satisfactorily complete all re-certifications (internal and external) in accordance with department policy. Failure to do so will result in a demotion to the appropriate pay grade, and the corresponding reduction in pay, providing the City has made available periodic opportunities for the employee to operate

equipment on which they must re-certify.

13.87 The City has ~~implemented~~ a paperless pay stub system that includes re-loadable debit cards. All current and newly hired employees will have mandatory direct deposit for all monies owed by the City. ~~If an employee opts for the re-loadable debit card, A re-loadable the~~ debit card will be supplied and replaced ~~to employees who do not want their paycheck deposited directly to a financial institution~~ at no cost to the employees.

13.8 The City agrees to meet and bargain over any additional cash or cash equivalents that the City proposes to pay to bargaining unit members outside of the collective bargaining agreement, including, but not limited to, bonus payments. The City further agrees that it will provide advance notice to L&T, prior to any bargaining, if and when bonus payments, or other additional cash payments or cash-equivalents are contemplated.

13.8.1 The City may continue to provide bonuses as part of its existing employee recognition and employee of the month programs, and may implement additional employee of the month programs in departments that do not have such programs as of April 22, 2024.

14. OVERTIME

14.1 This section is intended to provide a basis for calculation of any payment of overtime. The total hourly rate shall include all stipends and differentials paid hereunder, unless excluded under the Fair Labor Standards Act.

14.2 Except as provided in 14.2.1 below, eight (8) hours worked shall constitute a day's work and forty (40) hours worked shall constitute a week's work at base hourly rates of pay. Ten (10) hours worked shall constitute a day's work and forty (40) hours worked shall constitute a week's work at base hourly rates of pay for employees on a four (4), ten (10) hour day work schedule.

14.2.1 Public Works employees who work the weekend shift during the winter period shall be scheduled to work three 13 hour shifts and shall receive forty (40) hours of pay. This Friday through Sunday schedule is their regular work week. Their hourly rate of pay will be adjusted for the winter period in accordance with the Fair Labor Standards Act (regular weekly salary divided by 39 hours worked).

14.3 Except as provided in 14.3.2 below and Appendix A for part-time employees, a monetary rate of one and one-half (1-1/2) times the base hourly rate shall be paid for all work performed by employees covered by this Agreement during the work week in excess of forty (40) hours per week or eight (8) hours per day, but not for both; provided, however, that payment shall be modified under the circumstances described in Section 14.3.1 below.

14.3.1 Notwithstanding 14.3 above, if an employee uses sick time at the start of or during ~~his~~their regular shift, after working 16 consecutive hours or more previously the

same pay period, then the overtime shall be paid at a straight time rate for the number of hours equivalent to the number of sick hours used.

- 14.3.2 Employees who work the weekend shift during the winter period will not be eligible for overtime after eight (8) hours per day on a regularly scheduled work day; instead, they will be eligible for overtime on a regular work day if they work in excess of their regularly scheduled thirteen (13) hour shift. These employees will be paid at time and one-half their adjusted hourly rate for all additional hours worked during Monday through Thursday, providing they do not call out sick during their regularly scheduled weekend hours.
- 14.4 With the concurrence of the Department Head and the employee, compensatory time off at a time and one-half rate may be provided in lieu of the mandatory overtime payment. In no case shall an employee accrue more than one hundred (100) hours of such compensatory time.
 - 14.4.1 Employees may earn up to a maximum of one hundred (100) hours of compensatory time during the calendar year beginning with the first full week in January. This comp time will become a comp bank whereas an employee can either use the time off similar to vacation time or they can cash it out at any time during the year. If an employee still has a comp balance on the books at the end of ~~December each the calendar~~ year, the comp bank will be cashed out ~~during the first pay date, on the last pay period in January-December~~ on a yearly basis to zero out any balances.
- 14.5 For the purposes of this section, "Hours Worked" shall mean only one of the following:
 - 14.5.1 Hours actually worked.
 - 14.5.2 Hours compensated for by holiday base pay.
 - 14.5.3 Hours compensated for by bereavement leave.
 - 14.5.4 Hours compensated for by vacation pay.
 - 14.5.5 Hours compensated for by compensatory time off.
 - 14.5.6 Hours compensated for by Jury/Witness pay only during periods of mandatory overtime.
 - 14.5.7 Hours compensated for by Earned Paid Leave (EPL).
 - 14.5.8 Hours compensated for by city closure.
 - 14.5.9 Hours compensated for by non-disciplinary paid administrative leave.
- 14.6 For the purposes of this section, "Hours Worked" shall not include:
 - 14.6.1 Hours compensated for by holiday premium pay.
 - 14.6.2 Hours compensated for by call-back pay.
 - 14.6.3 Hours compensated for by jury/witness pay, except as provided in 14.5.6 above.
 - 14.6.4 Hours compensated for by reserve service leave.
 - 14.6.5 Hours compensated for by sick leave pay.
 - 14.6.6 Hours compensated for by personal leave pay.

14.6.7 Hours compensated for by disciplinary paid administrative leave.

14.7 Department Heads or their designee will discuss distribution of overtime with the Union upon request.

14.8 The following paragraphs apply to non-mandatory overtime.

14.8.1 When overtime work is necessary, the City will make every reasonable effort to distribute overtime that is scheduled at least 24 hours in advance equally among the regular, full-time employees. The City shall keep a list of employees who are on call for overtime that becomes available during the work week and weekends. Except as provided in 14.8.1.1 below, overtime will be offered first to employees in the Section, next to employees in the Division, and next to employees in the Department; provided that the employees are capable of performing the work. Except as provided in 14.8.1.1 below, the overtime list will be rotated so that an equal distribution of overtime will be afforded all employees; however the City will not make such reasonable effort in cases where employees refuse overtime work. Except as provided in 14.8.1.1 below, non-bargaining unit employees will not be offered scheduled overtime opportunities until after all available qualified bargaining unit employees in the Department are offered the overtime.

14.8.1.1 With the exception of Islands and Fleet Services, The-the Public Works Department will maintain an overtime log book in the Communications Center. Each Wednesday morning by 12:00 noon, full-time employees in the Department interested in volunteering for overtime starting the following Saturday may sign up. These volunteers must agree to work the total number of hours required for that assignment. Assignments may be scheduled throughout the week at any time so employees must make sure to sign the overtime log book by the Wednesday noon deadline. Should they decide to sign the book after the deadline to sign the book and the overtime was already filled, this will not be considered a missed opportunity. Employees will be required to enter their own names into the overtime book. The removal of the names may only be done by a Section Head, Manager, or Director. In the absence of a Section Head, Manager, or Director, a Supervisor may be sought to approve the removal of the name(s). Failure to respond to a work assignment will be deemed as an unexcused absence and will be subject to disciplinary action.

14.8.2 When non-scheduled overtime occurs, such as when a particular project extends beyond the end of the normal shift, the bargaining unit employee working on that project during the day will be offered the overtime first and will not be required to sign the overtime book. When feasible, the supervisor will offer the overtime next to other Section employees; however, if the supervisor determines such a canvass is not feasible, the overtime will be offered to non-bargaining unit employees also assigned to that project during the day. Non-bargaining unit employees not

assigned to work where the overtime occurs during the normal shift will not be offered the overtime prior to other available qualified bargaining unit employees in the Division.

14.8.3 When the City makes unintentional errors when calling employees to offer scheduled overtime opportunities, the following remedy for such missed opportunity shall apply to the employee who should have been called. Such employee will be granted an opportunity to work overtime equal to the number of hours ~~s/he~~ they would have worked had ~~s/he~~ they been properly scheduled. Such work shall be meaningful and beneficial to the City. Such overtime opportunity will be scheduled at a time that is mutually agreeable to the City and to the employee and shall not result in another otherwise deserving departmental employee to lose an overtime opportunity in order to satisfy the earlier error.

14.8.4 BARRON CENTER OVERTIME PROCEDURES

14.8.4.1 Non-Winter Period

Emergency/unforeseen events – first call will be to the person on standby for the week. If additional overtime is necessary, management will maintain a weekly volunteer overtime list. If there are no volunteers, employees will be mandated beginning with the least senior employee on a rotating basis.

14.8.4.2 Winter Period

Winter period is defined as November through April. Overtime is not considered voluntary during the winter period. Maintenance employees in the laundry division will also be utilized when necessary.

For known weather events – a schedule for additional hours/shifts will be posted prior to the event.

For unforeseen weather events and emergencies – the person on standby will be called first. If more than one person is needed, management will maintain a weekly volunteer overtime list. If there are no volunteers, employees will be mandated beginning with the least senior employee on a rotating basis.

14.8.5 JETPORT OVERTIME PROCEDURES

~~14.8.5.1 The Jetport will maintain a weekly volunteer overtime list. If there are no volunteers, employees will be mandated beginning with the least senior employee on a rotating basis. In the event there are no volunteers, management may elect to leave a shift unfilled if conditions permit.~~

14.8.5.1 Non-Winter Period (April 16 – November 14th)

The Jetport will maintain a shared overtime log. Each Wednesday by 12:00 p.m., full-time employees in the Department interested in volunteering for scheduled overtime starting the following Sunday may sign up. Volunteers must agree to work the total number of hours required for that assignment, and be qualified as outlined in 14.8.5.1.2 below. Assignments will not exceed 12.5 hours unless authorized by the Airport Director or designee. Assignments may be posted throughout the week at any time so employees must make sure to sign the overtime log book by the Wednesday noon deadline. Employees shall only sign for days with specified overtime posted. Should they decide to sign the book after the deadline and the overtime was already filled, this will not be considered a missed opportunity. Employees will be required to enter their own names into the overtime log. The removal of the names may only be done by a Supervisor, Section Head, Manager, or Director. Failure to respond to a work assignment will be deemed as an unexcused absence and may be subject to disciplinary action. After the 12:00 p.m. deadline on Wednesday, if overtime remains unfilled, the Jetport may elect to:

14.8.5.1.1 Leave a shift unfilled if conditions permit.

14.8.5.1.2 Fill the overtime with qualified personnel who possess the required training for the specific task, project, or equipment.

14.8.5.2 Winter Period (November 15th – April 15th)

Winter period is defined as November 15th - April 15th unless otherwise updated by the Federal Aviation Administration. Overtime related to winter operations and regulatory compliance is not voluntary between the dates above. No employee shall fail or refuse to report for overtime work when directed to report for overtime work during the winter period. Shifts are not to exceed 12.5 hours unless directed by the Airport Director or designee for periods of emergency at which point the maximum shift duration is 16 hours. Only one person may be on vacation at a time during the specified winter period.

14.8.5.2.1 Mandatory Snow Events

Employees shall be available to be called for overtime work during the period of November 15 through April 15. Management will make all attempts to recognize days off and holidays, but will make staffing decisions based on forecast. Employees must be available at all of the following

times:

A. When directed to be available.

B. When weather forecasts predict snow, icing, high winds and/or tides, heavy rains, possible refreezing, etc. Each employee is responsible for checking forecasts.

C. During winter precipitation at the Jetport all employees will be kept as informed as possible as to the likelihood of call-in to minimize disruptions of their off-time. However, some unforeseen situations may occur.

14.8.5.2.2 Employees shall provide the department with their preferred method of communication. The employee must keep desired communication channels open and be available for contact.

14.8.5.2.3 When the snowteam is fully deployed and additional need arises, Management has the right to deploy any qualified personnel to assist as outlined in 14.8.5.1.2 above.

14.8.5.2.4 Voluntary Winter Weather Events

The Jetport recognizes that not all winter weather events require activation of the entire snow removal team. During these occurrences, the Jetport will award overtime in the following manner:

A. Employees in the department will be contacted following the overtime equalization guidelines. Employees will have 15 minutes to respond to an overtime inquiry.

B. Overtime offered will be shift specific ensuring the Jetport can maintain a 24/7 operational status. First shift employees can work (3 a.m. - 3:30 p.m.). Second shift employees can work (3pm - 3:30am).

C. In the event there are no volunteers and management requires the shift covered, the Jetport may elect to fill the overtime with other qualified personnel as outlined 14.8.5.1.2 above. The shift operational readiness is critical during voluntary events. Management reserves the right to approve an exception based on schedule and forecasts.

D. If the number of volunteers is not found, employees will be mandated starting with the least senior employee by rotation on a rotating basis.

14.8.5.2.5 There may be the need for shift coverage or special projects that require overtime during the winter months that are not related to snow removal. These overtime opportunities will follow 14.8.5.1.

14.8.5.2.6 Breaks

During periods of winter operations, Jetport employees may take breaks as necessary and as approved by their supervisor. Scheduling of breaks is at the discretion of the Field Boss or designee to balance both safety and operational needs. Every reasonable effort will be made to ensure breaks are both available and staggered as to not impact the operational readiness of the Jetport.

14.9 When personnel are required to perform preparation for, participation in and clean-up related to Memorial Day and July 4th activities and cruise ship visits, overtime will be scheduled in accordance with normal departmental procedures as outlined in 14.8.1. If after following normal department procedures there are not enough volunteers, the City will solicit qualified volunteers on a unit-wide basis at least three (3) weeks prior to the scheduled overtime. If there are still not enough volunteers, employees will be mandated beginning with the least senior employee starting in the Section, then Division, and then Department.

14.10 The City will make available information on overtime distribution and accumulations as follows: Actual Hours Worked, Missed Overtime Opportunities, and Total Hours Combined. If the Union believes that the city is not making every reasonable effort to distribute overtime equally and make accurate postings, then, upon request, the City will meet with officers of the Union to discuss Union suggestions for the improvement of the City's procedure.

14.10.1 Public Works will make available information on overtime distribution and accumulations based on Actual Hours Worked only. The Public Works overtime list will be zeroed out for the first full week in July each year as opposed to twice a year.

14.11 Overtime shall not be voluntary during the winter period or during periods of imminent danger to the health, safety, and property of Portland citizens (hereinafter referred to collectively as involuntary overtime). Definition of the winter period varies by Department. Unless specified otherwise in Appendix H or Appendix Jin 14.8.5.2 above, the period is November through April. Imminent danger determinations are made by the City Manager or designee. Overtime required to complete scheduled sanitation and recycling removal

is considered to be involuntary overtime for the full calendar year. When, in cases of emergency, personnel and/or equipment are called in from other Departments, the personnel from other Departments shall be released from their duties when the workload lessens, unless they are acting as relief workers for regular, full-time workers.

14.11.1 Winter Operations Staffing

Employees' shifts and job responsibilities shall remain as current except as provided below. The City will limit each employee's winter operation obligation to sixteen (16) consecutive hours, with an eight (8) consecutive hours off-duty period, in the Public Works Department; exceptions to this schedule may be made if extenuating circumstances exist. Staffing and operational issues require that Aviation and Transportation employees continue to work throughout the snow event.

~~14.11.1.1 Aviation and Transportation employees may take breaks as necessary and as approved by their supervisor. They will follow the break guidelines as outlined in Appendix J in order to balance the safety and operational needs at the Jetport.~~

14.11.1.21 Three (3) Public Buildings employees will be available to assist Public Works with snow plowing, sand/salt and snow removal operations throughout the storm.

14.11.1.32 Workers' Compensation claimants may be assigned transitional work, including shift work, which meets the needs of the City and the injured employee.

14.11.1.43 Employees shall be available at all of the following times:

- A. When directed to be available.
- B. Employees will be notified of predicted weather events through informational postings at the work site. Each employee is responsible for checking these postings daily.

14.11.1.54 Employees shall be available during the winter months as follows:

- A. Employees must "be available" during the winter period and will need to provide a telephone number where they can be reached while fulfilling their responsibility to the City to be available.

14.11.1.65 Employees who are not available as defined above will be subject to progressive discipline.

14.11.2 The City reserves the right to make all decisions regarding the City's response to the emergency. The parties agree that employees from other bargaining units and from other departments may be utilized as necessary to supplement unit members regularly assigned to snow removal or other emergency operations providing that unit members in other departments who volunteer to participate in winter operations outside of their regularly scheduled shift are called first.

14.11.3 Hardship

The City recognizes that certain individual situations may cause hardship in regards to involuntary overtime and/or shift assignments. Requests for hardship exemptions for overtime, shifts or other extraordinary circumstances will be considered through the following process. All employees with current or predictable hardship situations must request a hardship exemption. The request must be submitted in writing to a departmental representative as designated by the Department Director by September 1st. Hardships being requested for medical reasons for either a shift exemption or an overtime exemption will be handled by the Department Director in consultation with appropriate staff resources. The City shall not unreasonably deny such requests.

14.12 Call-Back Pay

14.12.1 Employees called back to work and report to the work site shall receive a minimum of three (3) hours pay at the overtime rate for the work for which they are called back, or may receive one and one half (1-1/2) times their base hourly rate under the above provisions, whichever is greater, but not both.

14.12.2 Employees who report to the work site within thirty (30) minutes of the time they are first called shall be paid from the time of said call; otherwise, they shall be paid from the time they report to the work site.

14.12.3 If an employee is called into the work site within one hour of the normal starting time for their shift, such time shall be paid at the one and one-half (1 1/2) overtime rate for the actual time worked. If such call-in is an hour or longer prior to the start of the normal work shift, the "call-back" provisions in 14.12.1 and 14.12.2 shall apply.

14.12.4 An employee is not eligible for any additional "call-back" pay under this provision if they are called back to the work site within one (1) hour of the time they arrived for a previous "call-back." If an additional "call-back" occurs beyond one (1) hour from arrival time of a previous "call-back" the employee will receive additional "call-back" pay. If additional "call-backs" occur within one (1) hour and the employee is at work beyond two (2) hours the "call-back" pay provision shall apply.

- 14.12.5 Employees that respond remotely or over the phone to calls and do not report to the worksite shall receive pay at the applicable overtime rate for all hours worked after performing one (1) hour of remote or phone work. If the employee must respond to the work site, the above call-back provisions shall apply.
- 14.12.6 Employees that are called back to work will report to the work site and/or respond remotely as soon as possible. Failure to report to the work site and/or respond remotely within two (2) hours from the time they are first called shall forfeit that day's stand-by pay outlined in 14.13.

14.13 Stand-by Pay

- 14.13.1 If a Division elects to designate a person to be on-call, they will solicit volunteers and designations will be made from qualified volunteers providing sufficient volunteers are available. If a sufficient number of qualified volunteers are not available within the Division or the Department, the City will designate a qualified Division employee to be on stand-by. Such designation shall be made on the basis of inverse order of seniority on a rotating basis. The payment for the stand-by designation shall be one and one half (1 ½) hours per day on weekdays, weekend days and holidays.

14.13.2 Water Resources Stand-By

- 14.13.2.1 There will be a primary and a secondary person to respond during off-duty hours to address sewer problems or emergencies. The City, call service or S.C.A.D.A. system will contact the primary responder to assess the situation. The primary responder will determine if the secondary responder needs to be called.

The primary responder who responds remotely to Water Resources calls shall receive pay at the applicable overtime rate for all hours worked after performing one (1) hour of remote work. If the employee must respond to the work site, the call-back provision in 14.12 shall apply.

- 14.13.2.2 The primary responder responsibility will rotate between the City's Water Resources Senior Technician's assigned to sewers. The secondary responder responsibility will rotate among the unit members of the Water Resources Wastewater Section of Public Works. Pump station on-call responsibility will rotate between the other Senior Technician's in the Water Resources division. ~~Effective January 2023, the~~ primary responder and the pump station on-call responsibilities will be combined. There will be one (1) pager rotation that will rotate between the ~~six~~ seven (67) Water

Resources Senior Technician's.

~~If the necessary employee training that is needed to combine the primary responder and the pump station on-call responsibilities is not completed 30 days prior to implementation, the effective date will be delayed until July 1, 2023.~~

14.13.3 Streets and Islands Beeper Program

14.13.3.1 The Public Works Streets beeper program for mainland personnel will be year-round for the duration of this contract. A volunteer list will be posted twice annually (mid-December and mid-June) and then weekly assignments will be made in order of seniority by the ~~Principal Admin Officer~~ Human Resources Generalist I and will be posted at least one week prior to the start of the program for January and July. This beeper will not be utilized for pre-scheduled overtime during the winter period or if more than one person is needed at the time of the initial page.

14.13.3.2 The Public Works Islands beeper program will be continued year-round for the duration of this contract.

14.13.3.3 ~~Effective July 1, 2022, the "Dead Animal Pager" Memorandum of Agreement dated January 13, 2011, will be terminated and t~~Ihe pick-up of dead animals will be assigned to the Public Works year-round beeper program. Employees responding to dead animal pick-up calls during their regular work shift shall respond as soon as possible if such response does not interfere with normal work-flow requirements. Employees called back to work and report to the work site in response to dead animal pick-up calls shall receive call-back pay in accordance with the provisions in 14.12.

14.13.4 Traffic Section Stand-By

14.13.4.1 The Union will provide the City with a primary person to respond during off-duty hours to address Traffic problems and/or emergencies.

14.13.4.2 The primary responder responsibility will rotate between the City's (2) Systems and Lighting Technicians and the Traffic Signal Repair Worker, creating a three (3) person (minimum) rotation. The Pager Swap Form shall be filled out at least 24 hours ahead of any personnel changes to the rotation. Other Traffic Division employees may be required to be on call when needed.

14.13.4.3 The primary responder who responds remotely to traffic calls shall

receive pay at the applicable overtime rate for all hours worked after performing one (1) hour of remote work. If the employee must respond to the work site, the call-back provision in 14.12 shall apply.

15. (RESERVED)

16. HOLIDAYS

16.1 The following holidays shall be paid holidays for all employees covered by this Agreement:

- | | |
|-------------------------------|----------------------------|
| 1. New Year's Day | 9. Indigenous Peoples' Day |
| 2. Martin Luther King Jr. Day | 10. Veterans Day |
| 3. President's Day | 11. Thanksgiving Day |
| 4. Patriot's Day | 12. Day following |
| 5. Memorial Day | Thanksgiving Day |
| 6. Juneteenth | 13. Christmas Eve (1/2 day |
| 7. Independence Day | except as noted below) |
| 8. Labor Day | 14. Christmas Day |

16.1.1 Compensation of permanent full-time employees, who work a 5-day Monday through Friday schedule, for the holidays listed above is described in paragraph 16.2. Compensation of permanent full-time employees who work a 7-day coverage schedule is described in paragraph 16.3. Holiday payment for permanent full-time employees who work a modified schedule is defined in the Memorandum of Agreements that outline the terms and conditions of that schedule. Compensation for permanent part-time employees for the holidays listed above is described in paragraphs 16.4 and Appendix A.

16.2 Permanent employees working a Monday through Friday Work Schedule

16.2.1 Payment for full-day holidays under this Article shall be made on the observed, not the actual, holiday. If any of the above full-day holidays falls on a Sunday, the following Monday shall be the observed holiday. If it falls on a Saturday, the preceding Friday shall be the observed holiday. Employees will receive base holiday pay equal to the hours they would normally work that day of the week. Employees who work on the holidays will receive additional compensation as outlined in 16.5.

16.2.2 Permanent full-time employees receive a half-day holiday on Christmas Eve in those years that December 24th falls on a Monday, Tuesday, Wednesday or Thursday. The second half of the employee's shift is the holiday period. The employee will receive base holiday pay for the second half of the shift; if the employee works the second half of their scheduled shift, ~~s/het~~they will also receive holiday premium pay as outlined in 16.5. If December 24th is not a regular work day for the employee, the employee will not receive any holiday base pay for Christmas Eve but will be paid in accordance with 16.5 if ~~s/het~~they ~~is~~ are called into

work after Noon on December 24th providing December 24th falls on a Monday, Tuesday, Wednesday or Thursday that year.

16.2.3 For permanent full-time employees, full-day holidays that fall on an employee's regularly scheduled day off and they do not work the holiday, s/hetthey may elect to receive one of the following: equivalent hours of base holiday straight time pay equal to the number of hours the employee normally works during the week in which the holiday occurs, or request a day off with pay in the same work week which the holiday occurs, ~~immediately prior to or following the holiday~~. Requests for a specific day off with pay in the same work week must be approved by the employee's supervisor or designee and may be denied and an alternative day selected if multiple employees request the same day off or operational needs prevent approval of such request.

16.2.4 If an observed full-day holiday occurs during the work week in which an employee is actually on schedule vacation, the employee will not be charged a vacation day for the day of the observed holiday. This provision also applies in those years that Christmas Eve falls on a Monday, Tuesday, Wednesday or Thursday.

16.3 Permanent Employees Working a Seven-Day Coverage Schedule

16.3.1 Seven-day coverage employees means employees who work a five (5) day schedule that is other than a Monday through Friday schedule. This designation may apply on either a seasonal or year-round basis.

16.3.2 Payment for New Year's Day, July 4th and Christmas Day shall be on the actual, not the observed, holiday for seven-day coverage employees. Payment for all other holidays shall be on the observed holiday. Payment for full-day holidays (actual or observed) shall be base holiday pay equal to the number of hours the employee normally works that day of the week.

16.3.3 For full-time employees, the employee has the options described in 16.3.2 above if one or more of the actual full-day holidays listed above in 16.3.2 falls on an employee's scheduled day off. The provisions of 16.2.3 are also applicable if the employee is not regularly scheduled to work on the observed date of one or more of the holidays not specifically listed above.

16.3.4 Seven-day coverage employees receive a half-day holiday on Christmas Eve in those years that December 24th falls on a day that the employee is regularly scheduled to work. The employee will receive holiday base pay for the second half of their shift and will receive holiday premium pay as described in 16.5 if required to work during the second half of their shift.

16.4 Permanent-Part-Time Employees

16.4.1 Part-time benefit eligible employees receive base holiday pay only if the holiday

falls on a day the employee is regularly scheduled to work. The amount of holiday pay will be based on the number of hours the employee would normally be scheduled to work on that day of the week.

16.4.2 Part-time employees who work on a holiday receive holiday premium pay as outlined in 16.5 below, for the actual hours worked on the holiday.

16.4.3 Part-time employees do not receive any additional pay, comp time, or additional time off when a holiday falls on the employee's scheduled day off.

16.5 Holiday Premium Pay

16.5.1 Except as provided in 16.5.3, employees who work on an observed holiday during the twenty-four (24) hour span of the observed holiday, or in the case of Christmas Eve during the second half of the hours normally worked during their shift, shall be entitled to their base pay, plus one and one-half (1-1/2) times their base hourly rate for all hours worked during the normal scheduled work shift of the employee. The twenty-four (24) hour span for any overlapping shift, starts at the beginning of the shift.

16.5.2 Any hours worked in excess of the number of hours the employee is normally expected to work during the above-described holiday period shall be compensated at a rate of two (2) times the employee's base hourly rate.

16.5.3 Employees who work on Thanksgiving Day or Christmas Day, during the twenty-four (24) hour span of the actual holiday, shall be entitled to their base pay plus one of the following for all hours worked that day:

16.5.3.1 Double time their base hourly rate; or

16.5.3.2 Compensatory leave earned at the double time rate.

16.5.4 Solid Waste Division employees and volunteers performing sanitation and recycling duties who work on the actual or observed holidays of Memorial Day, Independence Day and Labor Day shall be entitled to their base pay plus one of the following for all hours worked that day:

16.5.4.1 Double time their base hourly rate; or

16.5.4.2 Compensatory leave earned at the double time rate.

16.5.5 Solid Waste Division employees regularly assigned to perform sanitation and recycling duties will work on the actual or observed holidays that fall during their regular schedule except for the actual Christmas Day holidays and the actual New Year's Day holidays. Employees will be expected to pick up sanitation and recycling on the Saturday prior to or following for both of these holidays if the holiday falls

on a weekday. If Christmas and New Year's fall on the weekend then employees will be expected to pick up sanitation and recycling on the observed holiday. Employees will receive overtime compensation for actual hours work on the Saturday prior to or following for both Christmas and New Year's holidays. Thanksgiving pick up will be collected on the Saturday following Thanksgiving and the Friday after will be picked up that day. The Thanksgiving Holiday period will be paid as follows:

Thursday – (no work) eight hours holiday premium pay

Friday – eight hours holiday premium pay plus time and one half for all hours worked up to eight hours and double time for all hours worked over eight hours.

Saturday - eight hours holiday premium pay plus time and one half for all hours worked up to eight hours and double time for all hours worked over eight hours.

16.5.5.1 Sanitation and Recycling collection will be picked up on the actual or observed holiday and will be staffed using unit volunteers from throughout the Department during both non-winter and winter months. Employees will receive overtime pay for only the actual hours worked on the Saturday, as well as holiday base pay if the observed holiday is worked. Solid Waste unit employees shall be given priority over other Department unit employees for such overtime. The practice of starting Holiday pick-up at 0700 instead of the normal start time will cease.

16.5.5.2 Notwithstanding the above, a minimum of seven (7) Solid Waste unit employees shall be required during holiday collection and Saturday collection before or after a holiday. The remaining six (6) employees necessary to fully staff this operation may come from employees who volunteer for this purpose by signing the overtime volunteer book in the Department's Communications Center.

16.5.5.3 If the Solid Waste Section fails to acquire the seven (7) volunteers from within its ranks or the six (6) Departmental volunteers necessary to satisfy the staffing requirements outlined in 16.5.4.2 above, the remaining positions shall be filled on a mandatory basis via reverse seniority from the remaining Solid Waste employees who did not volunteer.

16.6 Public Works employees working the weekend shift during the winter period shall be paid as follows:

16.6.1 If the holiday falls on an employee's regularly scheduled work day but the employee is not scheduled to work that day, the employee will receive thirteen

(13) hours of base holiday pay at their straight time hourly rate.

16.6.2 If the holiday falls on an employee's regularly scheduled work day and the employee is scheduled to work that day, the employee will receive base holiday pay plus actual hours worked at time and one-half times their straight time hourly rate during the 24-hour span of the holiday. In the event the employee works more than their regular scheduled hours, they will receive double time instead of time and one-half for any hours worked in excess of thirteen.

16.6.3 If the holiday falls on an employee's regularly scheduled day off and they do not work the holiday, the employee will receive eight (8) hours of straight time pay.

17. VACATIONS AND EARNED PAID LEAVE

17.1 Subject to the limitation on accumulation and earning of vacation leave set forth in Subsection 17.4 vacation leave shall be earned from the date upon which the employee is first covered by this Agreement. Other non-bargaining unit employment with the City will be credited provided it is consecutive City service.

17.2 Except as provided in Appendix G, vacation leave shall be earned by permanent full-time employees at the rate of .77 hours per week in the first through the second year of service; 1.54 hours per week in the third through sixth year of service; 2.31 hours per week in the seventh through nineteenth year of service; and 3.08 hours per full payroll week in the twentieth and each succeeding year of service. ~~The weekly earnings rate shall be adjusted in the final week of the calendar year in accordance with annual accrual amounts of 40 hours, 80 hours, 120 hours, and 160 hours. This year-end adjustment for employees who have not been employed as a permanent employee for the full calendar year will be based on a pro-ration of these annual amounts.~~

17.3 Vacation leave earnings shall be credited and posted on a weekly basis. For purposes of this Article, years of service is defined as permanent consecutive City service.

17.4 Employees may accumulate earned vacation time on the following basis:

17.4.1 All employees hired prior to January 1, 1979 may accumulate up to a maximum of 240 hours of vacation leave.

17.4.2 All employees hired on or after January 1, 1979 may accumulate up to a maximum of 200 hours of vacation leave; however the maximum payout for vacation leave is 160 hours.

17.4.3 In the event that an employee has accumulated the maximum amount of leave, including time converted from sick to vacation leave pursuant to Article 24.3, Conversion of Sick Leave, such employee shall not earn any additional vacation leave. The employee will begin earning vacation leave again in the month in which the earned leave drops below the maximum, but such earnings shall not be

retroactive.

- 17.5 Vacations shall be scheduled by the Department Head or designee, throughout the calendar year as long as such scheduling does not interfere with normal work-flow requirements as determined by said Department Head. Subject to the foregoing, seniority of employees within division will be the basis for scheduling vacations.
- 17.6 Employees may use accumulated vacation days on a single day or hourly basis, provided that the request has been made prior to noon of the preceding workday and has been approved by the Department Head or designee.
- 17.7 Employees shall be compensated for all accumulated vacation leave at the time of separation subject to the limitation on the maximum accumulation as outlined in article 17.4.1 and 17.4.2.

17.8 Vacation Call-In Pay

17.8.1 An employee who is actually on scheduled vacation and is called in to work once the vacation has started shall be paid a rate of two and one-half (2 1/2) times ~~his~~ ~~their~~ base hourly rate for all hours worked during ~~his-their~~ normal work shift of eight (8), ten (10) or twelve (12) hours. Any hours worked in excess of the employee's normal work shift during vacation call-back time shall be compensated at the rate of three (3) times the employee's base hourly rate. In addition, the employee called in from vacation time shall have ~~his-their~~ lost time from vacation rescheduled according to the manner set forth in this section, provided that the rescheduling does not interfere with another employee's scheduled vacation, who is in the same job classification.

17.9 Earned Paid Leave

- 17.9.1 ~~Upon execution of this Agreement and p~~Pursuant to 26 M.R.S. Sec. 637, employees will accrue one (1) hour of Earned Paid Leave (EPL) for every forty (40) hours worked and shall be subject to the City's personnel policies regarding EPL. EPL shall be credited and posted on a weekly basis.
- 17.9.2 Employees may accumulate up to a maximum of forty (40) hours of EPL in a calendar year. Unused EPL hours will roll over from one calendar year to the next, but employees will not be awarded more than 40 hours in a calendar year, including hours that are rolled over.
- 17.9.3 EPL may be used for 1) an emergency, illness, or sudden necessity; or 2) any reason other than emergency, illness, or sudden necessity, including vacation or personal time. Where EPL is taken for an emergency, illness, or sudden necessity, the employee must make a good faith effort to provide as much notice as is feasible under the circumstances, and in accordance with the Department's regular procedures. Where EPL is taken for any reason other than emergency,

illness, or sudden necessity, an employee must request to take EPL in accordance with the Department's regular procedures as outlined in article 17.5.

17.9.4 Employees hired prior to January 1, 1979 shall be compensated for all accumulated vacation leave and EPL at the time of separation with a combined maximum payout of 240 hours. Employees hired on or after January 1, 1979 shall be compensated for all accumulated vacation leave and EPL at the time of separation with a combined maximum payout of 160 hours. Any accrued EPL over these amounts is forfeited at the time of termination of employment.

17.9.5 If at any time Maine's EPL law is rescinded, employees shall not earn any additional EPL and vacation leave accrual rates will be restored as follows: 1.54 hours per week in the first through the second year of service; 2.31 hours per week in the third through sixth year of service; 3.08 hours per week in the seventh through nineteenth year of service; and 3.85 hours in the twentieth and each succeeding year of service.

18. INSURANCE

18.1 Life Insurance

18.1.1 The present practice with respect to City and employee participation in the cost of the Maine Public Employees Retirement System group life insurance premiums shall be continued. Dependent and supplemental life insurance is also available at the employee's expense for those who participate in the group life insurance plan. The City reserves the right to obtain benefits equal to or better than the basic Maine Public Employees Retirement System Group Life Insurance Plan from an alternative source and to offer said alternative plan on the same terms as above during the life of this Agreement.

18.1.2 The City agrees to continue life insurance deductions on a pre-tax basis as provided by the Internal Revenue Service.

18.2 Medical Insurance

18.2.1 The City provides a self-insured health insurance benefits program with claims administration by a third-party administrator. The City reserves the right to implement changes to this primary plan that are recommended by the Health Insurance Advisory Committee and approved by the City Manager.

~~18.2.1.1 The City's health plan shall include a four hundred dollar (\$400) deductible for the single plan and eight hundred dollar (\$800) deductible for the family plan per year.~~

~~18.2.1.2 The City agreed to establish a reserve account of one hundred fifty thousand dollars (\$150,000) to be used as outlined by the Health~~

~~Insurance Advisory Committee.~~

~~18.2.2 For employees who are hired into a permanent position prior to March 1, 1985, the City will pay the full cost of the medical insurance premium for an individual or family subscription as appropriate per employee as outlined in section 18.2.5 below.~~

18.2.32 For employees who are hired into a permanent position on or after March 1, 1985, the City will pay 85% of the medical insurance premium for an individual subscription per employee. Annually, the employee will have the opportunity to earn up to a 15% premium credit by meeting the five (5) requirements of the City's wellness program. The City will pay fifty-three percent (53%) of the difference between the cost of the individual subscription for an employee who is eligible for and who elects to have said family medical insurance.

18.2.43 The City's contribution for the individual or family premium as determined under subsections ~~2 or 3~~ 18.2.2 above will be prorated for permanent part-time employees as provided in Appendix A.

18.2.54 The City will pay, or share in the payment of in the case of permanent part-time employees, or employees eligible for insurance under ~~subsection 3 above~~ subsection 18.2.2 above, only the subscription level to which an employee is entitled by virtue of the number of people they may insure. However, employees who are members of the same family and eligible for more than one family subscription will be entitled to full or part payment, as appropriate, from the City for no more than one family subscription, with other family members entitled only to individual subscriptions. Said subscription shall be on the same terms and conditions as specified in subsections 18.2.1 - 18.2.4 ~~3~~ above.

18.2.65 The City will provide the Union with thirty (30) days prior notice of any change in insurance provider, and the Union shall have ten (10) days thereafter within which to comment on such change.

18.2.76 The City shall begin payment on health insurance premiums on the first full month of employment. Upon separation, any balance due for that month's employee's premium will be deducted from the employee's final paycheck or balance billed if the final paycheck is insufficient to cover the amount due.

18.2.87 The City agrees to continue dependent care health benefit deductions on a pre-tax basis as provided by the Internal Revenue Service. The City further agrees to continue pre-tax health care flexible spending accounts ~~effective January 1, 2002~~ as provided by the Internal Revenue Service.

18.2.98 Re-opener: Notwithstanding any provision of this Agreement, either party may reopen this health insurance article and the salary article ~~on or after July 1, 2001~~. The salary article shall only be reopened if the health insurance article is

renegotiated and results in increased costs to employees and upon request of either party. Any subsequent negotiations shall be conducted in accordance with the most recent executed ground rules.

18.2.~~10-9~~ A member of the bargaining unit may be appointed by the bargaining unit to serve on a Health Insurance Advisory Committee, comprised of one (1) member from each participating bargaining unit in the City and an equal number of City representatives. The parties agree to participate in quarterly Labor/Management Advisory meetings to review claims experience data, track the effectiveness of the-plan design changes and any other health benefit issues of concern to either party.

18.2.~~11-10~~ Except as provided in 18.2.~~12-111~~ below, the City agrees to continue health care benefit deductions on a pre-tax basis as provided by the Internal Revenue Service.

18.2.~~12-11~~ For the purposes of this article "family" is defined as spouse or domestic partner, and dependents. To enroll a domestic partner on the City's health insurance plan, the employee must satisfy the City's eligibility requirements for claiming an individual as a domestic partner. The tax treatment of the domestic partner portion of coverage shall be governed by state and federal law.

18.3 Income Protection and Dental Insurance Deductions

18.3.1 The City agrees to deduct premiums for the Union's income protection plan for employees participating in said plan and so long as the Union makes said plan available. The deduction for the Union plan will be made pursuant to Article 4, Dues. ~~Following contract execution employees will have the option to participate in the MMEHT Income Protection Plan.~~

18.3.2 Employees may participate in any dental insurance plan which may be made available to employees at their own cost and through payroll deductions. Employees may enroll a spouse and dependent children on the plan. Employees may enroll a domestic partner on the plan providing the employee satisfied the City's eligibility requirements for claiming an individual as a domestic partner. In no case shall the City be required to make a dental insurance plan available to employees.

19. **PENSIONS**

19.1 The City is a participating local district under the Maine Public Employees Retirement System (MainePERS). Permanent/project employees who work a normal week of 21 hours or more per week are required to join the retirement system program in accordance with the MainePERS Rules, or join the City's alternative 401(a) plan as provided below. ~~The employee's decision to join either plan may be irrevocable for all periods of employment with the same employer as per MainePERS laws and rules.~~ Transfers between MainePERS

and the 401(a) plan may only be made in compliance with MainePERS laws and rules.

19.1.1 The City shall continue to participate in the MainePERS Regular Benefit Plan, Rule 94-411 Chapter 803, Sec. 7, Paragraph 1 (Regular Benefit Plan AC), ~~as described in 5 M.R.S. Sec. 18451-A ("AC Plan")~~. The MainePERS Board of Trustees may establish by rule the rate at which members (employees) who participate in the AC Plan, and the City as an employer, contribute to that plan.

19.1.2 The City currently offers a 401(a) defined contribution qualified pension plan to new hires and current employees as an alternative to participation in the MainePERS plan. Each participant has a plan account into which employee and employer contributions are made. Plan benefits are based on the total amount of money in the participant's account at retirement or eligible event. The employer contribution rate shall be 7.5%. For all employees who began employment before July 1, 2019, the employee contribution rate is 7.8%. For all employees who began employment on or after July 1, 2019, the employee contribution rate is 7.5%. ~~The employee contribution rate shall be 7.05% and the employer contribution rates shall be 7.5%.~~

19.2 The City agrees to continue to participate in a qualified deferred compensation plan for permanent part-time employees who work 20 hours or less per week. The deferred compensation plan provides for immediate vesting and optional withdrawal of the account balance upon the employee's termination.

19.3 The Union agrees not to grieve, arbitrate nor litigate on behalf of any employee(s) any claim or claims, directly or indirectly, arising out of the City's practice in regard to employee voluntary buy-back, solely at employee expense, of retirement service for the first six months of employment for employees hired prior to July 1, 1984.

19.4 The City agrees to continue pension deductions on a pre-tax basis as provided by the Internal Revenue Service. State Income Tax deductions will be calculated in accordance with State Tax Law.

20. REGULAR HOURS OF WORK

20.1 The regular work week shall consist of five (5) consecutive days. The regular hours of work, or shift, shall be eight (8) consecutive hours, excluding interruptions for lunch or meal periods. Upon mutual agreement between the City and the Union the regular work week may be modified in whole or in part to meet the service needs of the citizens of Portland and to provide flexibility to the employees. Ten (10) hours worked shall constitute a day's work and forty (40) hours worked shall constitute a week's work at base hourly rates of pay for employees on a four (4), ten (10) hour day work schedule. Thirteen (13) hours worked shall constitute a day's work and thirty-nine (39) hours worked shall constitute a week's work at base hourly rates of pay for employees on a three (3), thirteen (13) hour day work schedule. A proposed modification which affects one or more but not all divisions will be voted on by the affected sections within the affected division,

provided the modification relates to hours of work and related articles only.

- 20.1.1 There will be one weekend schedule, in addition to the three (3) five-day weekday shift schedules, at Public Works during the winter period. The weekend schedule will consist of a three (3) day, thirteen (13) hour shift on Friday, Saturday, and Sunday.
- 20.2 Each employee shall be scheduled to work a shift with regular starting and ending times. Upon the determination by the City of its staffing needs, assignments to work weeks and shifts shall be made from the classification or classifications needed. Except as provided in 20.2.1 and 20.2.2 below, such shift assignments shall be made first on the basis of volunteers by seniority and then on the basis of inverse seniority, defined as time in the classification. Work schedules showing employee shifts, work days, and hours shall be posted on all department bulletin boards at all times. Work schedules shall not be changed, except for emergencies or for good cause, including, but not limited to achieving operating economies, adjusting to technological changes, affecting a change in work program, or reflecting a change in work site. Except in the event of an emergency, the City agrees to provide employees a minimum of two (2) weeks' notice of work schedule changes by posting such changes on departmental bulletin boards.
 - 20.2.1 A designated representative from the Department of Public Works will distribute a Labor and Trades Winter Shift Assignment Selection Sheet at the beginning of September to all employees subject to winter shift assignments. Employee's preferences for winter shift assignments will be selected with this Selection Sheet and submitted to the designated representative prior to September 15. The designated representative from the Department of Public Works will put the shift list together based on seniority. Public Works positions that are exempt from winter shift assignments will be listed in Appendix H. The City will finalize the winter shift schedule on or before October 1.
 - 20.2.2 Assignment of Public Works employees eligible to bid on the first, second, third week day shifts and the weekend day shift shall be on the basis of overall bargaining unit seniority.
- 20.3 Except as provided in 20.3.1 or 20.3.2 below, unpaid lunch or meal periods of thirty (30)-minutes shall be in the middle of the work shift. Morning and afternoon coffee or rest breaks of fifteen (15) minutes maximum duration shall be granted by the supervisor, but no such break need be granted during periods of emergency operation affecting the health, safety, and property of Portland's citizens. The supervisor of crews working in areas where coffee is not readily available shall have complete discretion as to the number of employees who can leave the job site, and how coffee or refreshments are obtained. Employees in the unit shall have a ten (10) minute cleanup period immediately prior to their lunch period and immediately prior to the end of their shift, except during periods of emergency operation affecting the health, safety and property of Portland's citizens. Modifications shall be allowed upon mutual agreement between the City and the Union.

20.3.1 Employees working in Public Works will receive a paid lunch during the winter period.

20.3.2 For all other departments, with the approval of the Department Director, or Designee, employees working in certain divisions and sections may have the option of a thirty (30)-minute paid meal break in the field. The meal break shall occur as close to mid-shift as possible, at the discretion of the Supervisor. A twenty (20)-minute mid-morning break may also be taken in the field. One person may be designated to obtain food and beverages for the crew. The break will not start until the "runner" returns with food and work will resume at the end of the specified mid-morning break (20 minutes) or meal break (30 minutes.) If a store or restaurant is located adjacent to a work site employees may purchase food during the 30-minute meal break, but the total meal period will not exceed 30-minutes. The two, 10-minute wash up periods are eliminated before lunch and at the end of the work shift. The end of the work shift shall be thirty (30) minutes earlier. Punch out time is five (5) minutes prior to the end of the shift. Crews may break down work sites ten to twenty minutes prior to punch out time in order to allow adequate travel time back to a central location. The location of the job site and distance from the central home base will determine the time in which work sites are broken down. Managers and Supervisors shall have discretion to determine when it is feasible for breaks and meals to be taken on-site due to severe or inclement weather conditions. Modifications shall be allowed upon mutual agreement of the City and the Union.

20.4 Solid Waste

20.4.1 Employees may be required to stay after the required work within Sanitation and Recycling is completed to assist with snow plowing and winter operations, holiday trees collection, spring and fall leaf collection, and emergency situations. When required to stay and work on the above-mentioned operations, Sanitation and Recycling section employees are eligible for overtime pay after the completion of their normal work shift of eight (8) hours.

The parties agree that for the Spring and Fall leaf collection duties, the City will solicit volunteers first from within the Solid Waste/Recycling section and then Citywide with the exception that at least one employee per truck will be from the Solid Waste/Recycling section to drive the routes. ~~This provision will be for the Fall 2019 and Spring 2020 leaf collections unless the parties agree to extend this for future years.~~

20.4.1.1 Employees within the Solid Waste section may be assigned to either the Sanitation crew or the Recycling crew. Within this section employees will have a primary assignment to either the Sanitation or Recycling crew but management may use people in either program as needed. For example, management may utilize staff normally assigned from one crew to supplement the other crew to cover full or partial day absences

or to temporarily readjust staffing in the event of equipment failures or other unanticipated events as well as the management of daily workload issues. Temporary changes in assignments shall not be made in an arbitrary or capricious manner.

20.4.1.2 Island Maintenance Workers assigned to Sanitation and Recycling will be covered by this provision (Incentive Work Schedule) only on the days they are assigned to a packer or recycling truck for their full shift (Monday's or Tuesday if Monday is a holiday). On days they are not assigned to a packer or recycling truck, they will be required to work a full eight (8) hour shift performing other duties within the Division as assigned by the Islands Supervisor or Foreman.

20.4.2 Any hours not actually worked up to eight hours under the incentive plan shall be compensated at the individual's regular rate of pay and shall count as hours worked under Article 14, Overtime, in accordance with the collective bargaining agreement.

20.4.3 Employees regularly assigned to perform Sanitation and Recycling duties will not be subjected to winter shift schedule changes; they will, however, be subject to mandatory overtime. When required to assist with the plowing of snow during their regularly scheduled shift, which shall occur in those emergency situations when the Director determines that plowing takes priority over Sanitation and/or Recycling duties, and when trash/recycling pickup is cancelled. These employees may be required to work Saturday to pick up trash/recycling that may have been cancelled during this emergency situation. The City agrees to utilize volunteers from the overtime desired list first in these situations.

20.5 The Traffic Section personnel will need to make schedule changes for striping of crosswalks and long lines for the months of May through September every year (possibly longer or shorter based on weather). Traffic personnel consisting of Maintenance Workers and the Traffic Sign Computer Operator will modify their regular work week in conjunction with the striping program. The specific dates of work schedule changes will be based on the contractor's striping schedule and daily weather conditions. Other Labor & Trades Traffic section personnel will participate as needed. The normal work hours for employees participating in this program are anticipated to be 9:00 p.m. to 5:00 a.m. Their exact schedule (both in terms of hours and length of shift) may vary from week to week due to weather conditions, contractor's schedules and other factors. Overtime will be paid after eight (8) hours per day. Employees may use accrued benefit time (vacation, personal, or comp time) to make up any shifts cancelled due to weather conditions, as an alternative to making the shifts up later in the week. Employees who work a majority (more than 20 hours) of any of these weeks on second or third shift are eligible for night shift differential for the full week. The Union agrees to waive the two-week notification period for other employees who may be asked to participate in this striping program. Notification will be on Friday of the week prior.

21. NIGHT SHIFT, IN-CHARGE AND WEEKEND DIFFERENTIAL

21.1 Night Shift Differential

- 21.1.1 Except as provided in 21.1.2 below, employees who work a night shift on a regular basis with fifty percent (50%) of the regular hours being worked after 6:00 p.m. shall receive a shift differential allowance of fifty-five cents (\$.55) per hour for the entire night shift. Employees who work a night shift on a regular basis with fifty percent (50%) of regular hours being worked after 11:00 p.m. shall receive a shift differential allowance of seventy-five cents (\$.75) per hour for the entire night shift.
- 21.1.2 Employees in the Public Works Department or Parks, Recreation and Facilities department who work the weekend shift schedule during the winter will receive \$.60 cents per hour for the forty (40) hours associated with the weekend day schedule and second shift schedule and \$1.10 per hour for the forty (40) hours associated with the third shift schedule.

21.2 In-Charge Differential/Stipends

- 21.2.1 The Director of Health and Human Services or designee may designate a member of the maintenance staff of the Barron Center to provide supervision to the maintenance crew. Such employee will receive additional pay of \$1.00 per hour for performing these duties.
- 21.2.2 The Director of Health and Human Services or designee may designate a member of the maintenance staff of the Social Services Division to provide supervision to the Social Services facilities staff and to assist the Social Services Facilities Manager with determining future building and plant needs. Such employee will receive additional pay of \$1.00 per hour for performing these duties.
- 21.2.3 Employees who maintain a current State of Maine Municipal Right-of-Way Pesticide License, Category 6 A/D, shall be paid a \$1.00 per hour stipend for the actual hours worked performing an authorized pesticide spraying operation.
- 21.2.4 The Airport Manager or designee may designate a third-shift Airport Maintenance Worker to be in-charge of third-shift maintenance personnel ~~as described in Appendix J~~. Such employee will receive additional pay of \$1.25 per hour for performing these duties.
- 21.2.5 Auto Technician and Autobody Repair personnel in Fleet Services who possess up-to-date ASE and/or EVT certifications will be compensated with a \$.50 per hour stipend for each certification up to a maximum of eight (8) total certifications.

21.2.5.1 The Parts Specialist will be compensated with a \$.50 per hour stipend for up-to-date, parts-related ASE and/or EVT certifications, up to a maximum of two (2) total certifications.

21.2.6 Welding personnel in Fleet Services are eligible for a \$1.00 per hour stipend after obtaining an American Welding Society Unlimited Thickness Plate certification or \$1.00 per hour after obtaining a Pipe Certification from the State of Maine Board of Boilers and Pressure Vessels. Maximum welding stipend allowed is \$2.00 per hour.

21.2.6.1 A designated Island employee may qualify, with provided proof of certification, for the welding stipend for all hours worked.

21.2.7 Employees will receive stipends listed above in 21.2.5, 21.2.6 and 21.2.6.1 after they provide written proof to the Fleet Services Manager or Human Resources Generalist I~~Principal Administrative Officer~~ that they have obtained the required certification(s). Stipends shall be effective at the start of the next payroll period following submission of the proof of the certification(s) to the City.

21.2.8 The Public Works Director or designee may designate an Auto Technician II at Fleet Services to be the Lead Heavy Equipment Technician. Such employee will receive additional pay of \$1.00 per hour to perform the duties as required by the Fleet Manager.

21.2.9 The Public Works Director or designee may designate an Auto Technician II at Fleet Services to be the Lead Police vehicle technician. Such employee will receive additional pay of \$1.00 per hour to perform the duties as required by the Fleet Manager.

21.2.10 The Public Works Director or designee may designate Maintenance Workers with a Class A license in the Streets and Sidewalks and Water Resources Divisions to do work required under a Class A license. Designated employees will receive additional pay of \$1.00 per hour for all hours worked. The total number of employees in each Division needed to perform Class A work will be determined by the Public Works Director or designee.

21.2.11 Public Assembly Facilities employees assigned to clean portable toilet facilities will receive a \$4.00 per hour stipend for all hours worked performing such duties.

21.2.12 The following list of positions will be responsible for picking up and disposing of used hypodermic needles and will receive a \$1.00 per hour stipend for all hours worked:

Parks, Recreation & Facilities

Horticulturist
Parks Facilities Technician
Parks Maintainer
Playground Technician
Arborist I, II, III
Maintenance Worker I, II, III (Athletic Facilities)
Custodial Worker (Expo and Merrill)
Facilities Maintenance Worker (HHS Shelters)
Custodial Worker (HHS Shelters)
Facilities Maintenance Worker (Expo and Merrill)

Public Works
Maintenance Worker I, II, III (PDD)
PDD Steward
Maintenance Worker I, II, III - (Solid Waste Barrel Truck)

Parking Division
Facilities Maintenance Worker

21.2.13 Employees in Water Resources are eligible to receive an additional stipend for all hours worked for possessing a New England Water Environment Association Collections Systems Certification as follows:

21.2.13.1 \$.50 per hour for a Grade One Collection Systems Certification
\$1.00 per hour for a Grade Two Collection Systems Certification
\$1.50 per hour for a Grade Three Collection Systems Certification
\$2.00 per hour for a Grade Four Collection Systems Certification

21.2.14 Maintenance Workers in Public Works and Parks Maintainers in Parks, Recreation and Facilities shall receive a \$40.00 per day stipend when performing encampment removals. Employees who are regularly scheduled to work 10 hours per day shall receive an additional \$10.00 per day when performing encampment removals.

21.2.15 Parking Division employees performing hazardous waste cleanup and removal in parking garages will receive a \$1.00 per hour stipend for all hours worked performing such duties.

21.2.16 Public Works employees performing commercial snow blower and bulldozer operations will receive a \$1.00 per hour stipend for all hours worked performing such duties.

21.3 Weekend Differential

21.3.1 Except as provided in 21.1.2 above, employees who work or are scheduled to work a weekend shift on a regular basis shall receive a weekend differential

allowance of sixty cents (\$.60) per hour for all hours worked.

22. HIGHER PAY FOR HIGHER CLASSIFICATION OF WORK

22.1 The City shall maintain and make available to the Union detailed descriptions of the duties of each employee classification. Such descriptions may be amended from time to time by the City. An employee may be temporarily assigned to work in any position in a higher classification, if the need arises during a workday. On the following workday, such assignment shall be given to any available qualified employee having such higher classification.

22.2 Any employee who is temporarily assigned to work ~~of in~~ a higher graded classification for which a higher rate of pay is applicable shall receive, ~~if he performs such work for a minimum of one full hour, be paid at the "6 month to 1 year" pay step in the higher classification or the first step in the higher classification which guarantees a minimum of a three percent increase in pay, whichever is greater. a five percent increase in pay for all hours worked in the higher classification.~~ Vacation leave and holidays shall be paid at this higher rate beginning on the ninth day of the employee's assignment to the higher graded classification of work. This provision applies to higher class assignments in Local 481-00 and Local 481-07.

~~22.3 Employees who are assigned work in a higher classification for eight (8) consecutive workdays or more shall be entitled on the ninth workday of such assignment to compensation at the appropriate seniority step of the higher classification pay grade. Vacation leave or holidays shall be paid at this higher rate beginning on the ninth day of the employee's assignment to the higher classification of work.~~

22.4₃ Should an employee be temporarily assigned to work in any lower classification, they shall not suffer any reduction in ~~his~~ their negotiated rate of pay while so working.

~~22.5 Maintenance Workers (pay grade 14) who are assigned to dig graves using a backhoe in the Cemeteries will be paid as Maintenance Worker I (pay grade 16) in accordance with 22.2 or 22.3.~~

23. TOOL ALLOWANCE

23.1 The City and the Union agree that employees who are required to furnish tools in the classifications listed below shall be entitled to a three hundred-fifty dollar (\$350.00) tool allowance per fiscal year ~~for tools purchased during that fiscal year.~~ Employees who spend more than \$350.00 in the fiscal year may apply the excess amount towards a future fiscal year's maximum tool allowance by submitting a previous year's receipt for reimbursement, provided that the tools were purchased during the term of the current collective bargaining agreement. The tool allowance shall be paid to the employee only upon presentation to the City of proof of purchase of a tool and the cost thereof. The employee will receive reimbursement within a thirty (30) day period. Employees will have their tool allowance frozen upon resignation. Employees who terminate mid-year will have

their tool allowance pro-rated for that year and any overpayment will be deducted from their separation pay.

Classification List

Trades Worker I, ~~II and III~~

- 23.2 ~~Effective July 1, 2022,~~ The City and Union agree that employees who are required to furnish tools in the classifications listed below shall be entitled to a eight hundred dollar (\$800) tool allowance ~~for tools purchased during that per~~ fiscal year. Employees who spend more than \$800.00 in the fiscal year may apply the excess amount towards a future fiscal year's maximum tool allowance by submitting a previous year's receipt for reimbursement, provided that the tools were purchased during the term of the current collective bargaining agreement. The tool allowance shall be paid to the employee only upon presentation to the City of proof of purchase of a tool and the cost thereof. The employee will receive reimbursement within a thirty (30) day period. Employees will have their tool allowance frozen upon resignation. Employees who terminate mid-year will have their tool allowance for the year pro-rated and any overpayment will be deducted from their separation pay.

Classification List

Autobody Repair Worker
Auto Technician I
Auto Technician II
Welder Machinist I
Welder Machinist II

- 23.3 Airport Maintenance Workers and Assistant Airport Facilities Technicians will be issued an initial tool pouch upon hire by the Department that will contain the tools necessary to their job. ~~The list of tools that are currently being provided are listed in Appendix J (Jetport).~~ They will be expected to use these tools for work purposes only and to take proper care of them. In the event a tool is damaged during performance of City work, the Department will replace the tool. The employee will be personally responsible for replacement of City issued tools that are used for non-City purposes. All tools will be returned to the City at termination of employment.
- 23.4 The tools purchased in accordance with this article are tools that are used on a regular basis by the employee for their City job. Such purchases are to be pre-approved by the employee's Division Head or designee.

24. SICK LEAVE

- 24.1 For full-time employees who work the standard 5-day schedule sick leave shall accrue at the rate of 1.85 hours per week beginning with the first payroll week of service with unlimited accumulation. Full-time permanent employees who work a 3-day or 4-day schedule shall accrue sick leave at the rate of 2.31 hours per week beginning with the

first payroll week of service with unlimited accumulation. ~~The weekly earnings rate shall be adjusted in the final week of the calendar year in accordance with the annual accrual amount of 96 hours for employees working a 5-day schedule and 120 hours for employees working a 3-day or 4-day schedule. The year-end adjustment for employees who have not been employed as a permanent employee for the full calendar year will be based on a pro-ration of the annual amount.~~

24.2 Sick leave may be used only in the following cases:

24.2.1 Personal illness or physical incapacity, including pregnancy or related disabilities (including, but not limited to, miscarriage, abortion, childbirth, child-rearing, and recovery there from) which is defined as a condition of such a degree as to render the employee unable to perform the duties of ~~his or her~~their assigned position, or of any other work the employee is capable of doing and to which they are assigned, provided the employee accepts such other assignments. If requested, the employee shall furnish the Department Head a certificate from the attending physician.

24.2.2 Attendance upon members of the family within the household of the employee, including domestic partner, when their illness requires care by such employee, not to exceed twelve (12) days per year. If requested, the employee shall furnish the Department Head a certificate from the attending physician.

24.2.3 Employees who wish to use sick leave to care for a domestic partner in accordance with 24.2.2 above must satisfy the City's eligibility requirements for claiming an individual as a domestic partner.

24.3 Conversion of Sick Leave to Vacation

24.3.1 Any permanent employee working the standard work week who uses the equivalent of two or fewer sick days within any consecutive twelve (12) month period may elect to convert six days (48 hours) of accrued sick leave to five days (40 hours) of vacation leave.

24.3.2 Alternatively, an employee who has 12 or more years of permanent City service and a sick leave balance of no less than 768 hours may elect to convert six days (48 hours) of accrued sick leave to five days (40 hours) of pay at their regular rate.

24.3.3 Employees may make one of the above elections only once in any consecutive twelve month period, ~~and only once during any twelve month period.~~

24.4 Conversion of Sick Leave to Personal Leave

24.4.1 Any permanent employee working the standard work week who has been employed by the City for twelve (12) consecutive months as of the beginning of

the fiscal year is eligible to convert up to two (2) days of previously earned sick leave to an equivalent amount of personal leave. Employees with at least twelve months of service on July 1st of each fiscal year who wish to make such a conversion will notify the City of their decision during the month of July. Employees who reach their one (1) year anniversary during the fiscal year may make their election during their anniversary month for that year only. Neither conversion of sick leave to personal leave or subsequent use of personal leave under this section shall be considered to be use of sick leave for purposes of determining an employee's eligibility for converting sick leave to vacation.

24.4.2 Sick leave will be converted to personal leave at the time the conversion is elected and the personal leave balance will change as personal leave time is used. In no event shall the employee's personal leave balance exceed two (2) days in any fiscal year. At the end of the fiscal year, each employee may elect one of the following options: (1) convert unused personal leave to sick leave; or (2) retain unused personal leave for use in the next fiscal year; or (3) convert additional sick to personal leave, providing the total balance of personal leave for the upcoming fiscal year does not exceed two (2) days.

24.4.3 Personal leave is intended to be used for personal needs and is not to be used to circumvent departmental procedures for processing vacation requests. When using personal leave time, the employee is not required to give the reason for the use of such time. However, the employee will give the Department Head or designee as much advance notice of the use of personal leave as the circumstances permit and will comply with the minimum notice requirements listed below. Personal leave requests will not be approved on a retroactive basis.

24.4.3.1 During periods of mandatory overtime, a twenty-four hour notice is required for the use of personal leave. The employee is responsible for contacting the Department Director or designee to request the time off; Dispatch does not have the authority to approve such requests. Failure to provide this notice or failure to contact one of the individuals listed above may result in a denial of the use of personal leave. In the event of a denial, the employee must report to work as scheduled and will be disciplined for failure to do so. The City reserves the right to deny personal leave requests made in compliance with the 24-hour notice request in the event that the employee will be required for emergency operations.

24.4.3.2 In the case of emergencies, personal leave must be requested and approved prior to the start of the employee's shift and will not be approved on a retroactive basis. The City will make every effort to accommodate these requests, even during periods of mandatory overtime; however, requests may be denied during periods of mandatory overtime if the employee is needed for emergency operations.

24.4.4 Personal leave does not count as "hours worked" for the purpose of calculating overtime and personal leave balances are not payable at separation from employment. However, any employee shall have the option at separation to convert unused personal leave to sick leave.

25. ON-THE-JOB-INJURIES

25.1 Employees who have been injured while performing an official duty shall be paid for the time lost on the date of injury. Such pay will not extend beyond the normally scheduled work shift, exclusive of overtime. Such time lost will not be charged to sick leave. After a period of twelve (12) consecutive months on Workers' Compensation, an employee shall not earn holidays, vacation days, or sick leave. An employee may elect to use any accumulated days to make up the difference between their Workers' Compensation and their regular weekly salary.

25.2 Transitional Work

25.2.1 It is the goal of the City of Portland to assist an employee who sustains a work-related injury to return to the position they held at the time of their injury. To that end, the City has defined specific work assignments or "Transitional Work" that will be made available to those injured workers who, in the judgment of the City, will probably be able to return to "Regular Work" within three years of the date of injury. This decision will be based in part on information provided by health care professionals.

25.2.1.1 "Transitional Work is defined as a temporary job assignment created for the purpose of this provision or a regular job assignment that has been modified to eliminate or significantly limit one or more of its essential functions temporarily for the purpose of this provision.

25.2.1.2 "Regular Work" is defined as the position the employee held at the time of injury or, in the event that position is not available, another suitable position.

See Appendix E-2 for a sample Transitional Work agreement.

25.2.2 Eligibility

Participation in the Transitional Work Program will be limited to a period of three (3) years after the date of initial injury. In order to be eligible for assignment to Transitional Work, an employee (1) must have sustained an injury arising out of and in the course of employment with the City of Portland; (2) must have the approval of a treating physician; and (3) must sign a Transitional Work Agreement. The City will provide Transitional Work within the injured employee's department providing such work is available.

25.2.3 Duration of Assignment

An employee who meets the eligibility requirements in this policy will be assigned to the next available Transitional Work assignment and will be permitted to work up to ninety (90) days in that assignment. If at the end of the ninety (90) day period, the employee has not been released to Regular Work, the employee will no longer be eligible for Transitional Work unless further medical evidence is presented that permits the City to believe that, with reasonable further periods of Transitional Work, the employee will probably be able to return to Regular Work. If such evidence is provided, the City may offer additional periods of Transitional Work for up to three years from the initial date of injury.

If, during the course of the Transitional Work, it becomes evident to the City that the injured worker probably will not be able to return to Regular Work within three (3) years of the date of injury, the Transitional Work may be terminated. Such employees retain any rights they may have under M.R.S.A. Sec. 217 with regard to employment rehabilitation.

25.2.4 Re-Employment within Three Years of Date of Injury

25.2.4.1 If an employee becomes capable of performing the essential functions of the position held on the date of injury, with or without reasonable accommodation, within three years of the date of injury, the employee may return to work in that capacity. Upon return to work, the employee shall receive pay and benefits at the level they would have received if the injury had not occurred.

25.2.4.2 If the employee cannot return to the position held on the date of injury within three years of the date of injury, the City will evaluate the employee's ability to perform other permanent assignments at an equal or lower pay grade within the bargaining unit.

25.2.4.3 Upon a determination of capability to work, the employee will provide the City with their current medical restrictions and the positions they wish to be considered for if unable to return to "Regular Work". If the employee is able to return to work for the City, but not in the position held at the time of injury, pay and benefits shall be determined by the City under the appropriate bargaining agreement and with the concurrence of the bargaining unit representative. If the employee should return to a non-union position, the City's Non-Union Personnel Policy will determine pay and benefits.

25.2.4.4 The acceptance or refusal of appointment to a position other than the position held on the date of injury shall not terminate the employee's right to seek re-employment in the position held on the date of injury.

25.2.4.5 This section assumes that the employee remains in active status and has not been terminated in accordance with 25.4.2. In the event that an employee terminated in accordance with 25.4.2 becomes capable, within the 3-year period from date of injury, of performing their previously held position, ~~s/he~~they will be returned to that position if it is vacant and will receive the contractual rate of pay for that position. If the previously held position is not available or another position in that classification is not available, ~~s/he~~they will be placed in a vacant bargaining unit position as soon as a position the employee is qualified to perform becomes available. The employee will receive the rate of pay they were receiving when they were terminated for the remainder of the three (3) year period or the contractual rate of pay for that position, whichever is greater, until a position in the previously held classification becomes available.

25.3 Except as provided in 25.3.2 below, ~~effective January 1, 2004,~~ employees out on Workers' Compensation must pay their pension contribution based on the wage portion of the Workers' Compensation benefits that the employee receives. All pension payments will be made pursuant to the rules of the Maine Public Employees Retirement System. If payment is not made within thirty (30) days of when the employee receives the Workers' Compensation benefit, the employee will be responsible for accrued interest until all contributions are paid.

25.3.1 Employees out on Workers' Compensation prior to January 1, 2004 may pay their pension contribution on an optional basis under the rules of the Maine Public Employees Retirement System. If such employee contribution is paid while the employee is out on Workers' Compensation or by the end of the calendar year during which the employee lost time, the employee is required to pay their contribution amount. If the employee pays their share after this date, they will be responsible for their contribution plus interest in accordance with Maine Public Employees Retirement System laws. The City will pay its share, including interest, in accordance with Maine Public Employees Retirement System laws.

25.3.2 The City has provided notice to the Maine Public Employees Retirement System of employees out on Workers' Compensation between January 1, 2004 and October 28, 2005, and has paid the interest accrued from January 1, 2004 through the date of the letter(s) sent to each employee by the Maine Public Employees Retirement System regarding payment of pension contributions on their Workers' Compensation benefits. If payment is not made within thirty (30) days of when the employee receives the MainePERS letter, the employee will be responsible for accrued interest until such contributions are paid.

~~25.3.3 Retirement service credit will be provided only for time for which pension contributions have been made.~~

25.4 Termination of Employment

25.4.1 In those cases where an employee is unable to perform regular Work and health care professionals determine, at any point during the three (3) year period following date of injury, that the employee will be unable to return to regular Work during the three (3) year period, the employee may be terminated from employment on or after eighteen (18) months following date of injury. This termination is non-disciplinary and the employee will receive a 90-day notification.

25.4.1.1 In the event the City exercises its right to terminate as described above prior to three (3) years from date of injury, and providing the employee becomes capable of returning to Regular Work prior to the three (3) year date, ~~s/hethey~~ will be returned to work at the contractual rate of pay for the position or the same rate of pay as ~~s/he wasthey were~~ receiving at the time of termination, whichever is greater.

25.4.2 If unable to return to Regular Work by the date specified in the ninety (90) day notification listed in 25.4.1 above and, providing the updated medical report indicates a work capacity, the employee will provide the City with their current medical restrictions and the positions they wish to be considered for as an alternative to termination. The provisions of 25.2.4 will apply if the employee is capable of performing another permanent budgeted position within the City that is available within the ninety (90) day period.

26. **UNUSED SICK LEAVE UPON SEPARATION**

26.1 During the term of this Agreement, when an employee is laid-off, the employee shall receive an amount equal to their salary at the time of lay-off for one-half (1/2) the number of days of their accumulated unused sick leave up to a maximum of ninety (90) days of pay.

26.2 During the term of this Agreement, when an employee of good standing retires or resigns with less than ten (10) years of continuous permanent active service with the City, the employee shall be entitled to receive an amount equal to their salary at the time of retirement or resignation for one-fifth (1/5) of accumulated sick leave up to a maximum of twenty-four (24) days of pay.

For retiring or resigning employees of good standing with ten (10) or more years but less than twenty (20) years of continuous permanent active service with the City, the employee shall be entitled to receive an amount equal to their salary at the time of retirement or resignation for one-half (1/2) of accumulated sick leave up to a maximum of forty-five (45) days of pay.

For retiring or resigning employees of good standing with twenty (20) or more years of continuous permanent active service with the City, the employee shall be entitled to receive an amount equal to their salary at the time of retirement or resignation for one-

half (1/2) of accumulated sick leave up to a maximum of ninety (90) days of pay.

Good standing is considered to be two (2) weeks' notice.

~~During the term of this Agreement, when an employee retires from continuous permanent active service with the City and is immediately eligible for retirement benefits, they shall be entitled to receive an amount equal to their salary at the time of retirement for one-half (1/2) of accumulated sick leave up to a maximum of ninety (90) days of pay, provided the employee has a minimum of sixty (60) days of sick leave accumulated. Retiring employees with less than sixty (60) days shall not receive any payment.~~

26.3 In the event of death before retirement of an employee covered by this Agreement, unused sick leave shall be paid to the employee's designated beneficiary or estate, in the salary equivalent to one-half (1/2) of their then accumulated unused sick leave, said payment not to exceed payment for ninety (90) days.

26.4 In the event of death in the line of duty of an employee, the City shall pay one hundred percent (100%) of their total accumulated unused sick leave balance to the employee's designated beneficiary or estate.

~~26.5 For resigning employees of good standing with less than ten (10) years of continuous permanent service with the City, payment shall be one-fifth (1/5) of accumulation with a maximum payment of twenty-four (24) days; for resigning employees of good standing with ten (10) years or more of continuous permanent service with the City, payment shall be one-half (1/2) of accumulation with a maximum payment of forty-five (45) days. A good standing resignation is considered to be two (2) weeks' notice of resignation.~~

27. LEAVES OF ABSENCE

27.1 Short-Term Leave of Absence

A regular employee may be granted a leave of absence without pay by a Department Head when approved by the Director of Human Resources, for a period deemed necessary by the employee for the purpose of the leave, but not in excess of sixty (60) days. The employee requesting such leave must make written request at least two weeks in advance of the date leave is requested to begin, unless the reason for such a leave is of such an emergency nature as to preclude this requirement.

27.2 Special Leaves (Long-Term)

The City Manager, upon the recommendation of the Department Head and the Director of Human Resources, may authorize special leaves of absence with or without pay for any period or periods not to exceed one calendar year for the following purposes: attendance at college, university or business school for the purpose of training in subjects relating to the work of the employee and which will benefit the employee and the City service; urgent personal business requiring the employee's attention for an extended period, such as settling an estate, liquidating a business; or for purposes other than the above that are

deemed beneficial to the City service. The employee requesting such special leave must make written request at least two weeks in advance of the date leave is requested to begin, unless the reason for such a leave is of such an emergency nature as to preclude this requirement.

27.3 Family Medical Leave

27.3.1 ~~FMLA leave is governed by the requirements of state and/or federal FMLA laws, as they may apply. Consistent with the applicable state or federal Family Medical Leave law, employees may be eligible for unpaid, job-protected leave of up to twelve (12) weeks. Requests for leave pursuant to this provision shall be made to the appropriate department Human Resources representative and will be administered in accordance with applicable law, as may be amended from time to time. An employee who has been employed for twelve (12) consecutive months and who has worked 1250 hours in the last twelve months may be entitled to up to twelve (12) consecutive weeks of Family Medical Leave in any twelve month period. The City's benefit year for purposes of FMLA is a rolling~~ The twelve month period during which this entitlement may occur is measured backward from the date the employee's first FMLA leave begins uses any FMLA leave.

~~27.3.2 Whenever possible, the employee must give at least thirty (30) days notice to their department Human Resources representative of the intended date upon which family medical leave will commence and terminate, unless prevented by medical emergency from giving such notice. The leave may be consecutive, intermittent, or on a reduced hourly schedule if the City and employee agree, or if medically necessary. Upon request, the employee shall provide medical certification, in the form of a completed City of Portland Health Care Provider Certificate Form, of the need for the leave. FMLA leave is governed by the requirements of the state and/or federal FMLA laws, as they apply. If the requirements, benefits, definitions and/or scope of FMLA changes during the term of this Agreement, such changes are automatically incorporated by this Agreement.~~

27.3.3-2 Employees who request to use Family Medical Leave for the purpose of caring for a domestic partner, or child or parent of domestic partner, must satisfy the City's eligibility requirements for claiming an individual as a registered domestic partner.

27.3.43 Substitution Provision – Paid

The City may require the use of accrued paid benefit leave, including sick leave, vacation leave, personal leave and compensatory time to the extent that it is allowed under State and/or Federal Family Medical Leave laws while the employee is on an unpaid Family Medical Leave or extended medical/disability leave of absence.

27.4 Extended Medical Leaves of AbsenceDisability Leave

~~27.4.1 When disabled, an eligible employee may be placed on an unpaid leave of absence not to exceed three months if (1) either the employee or their attending physician requests same, or (2) the employee's attendance or performance becomes unsatisfactory because of the disability. Should the Department Head determine that an employee's attendance or performance is unsatisfactory because of a disability, the employee may be required to take a leave of absence. In making such a determination, the Department Head shall place major emphasis upon the recommendation of the employee's physician, as the recommendation concerns the employee's health and physical capabilities. In the event the employee does not have a physician, the Department Head may direct the employee to go to a physician selected by the City. In order that such physician shall have the necessary facts upon which to base their recommendation, the Department Head and the Director of Human Resources shall furnish the physician with a statement concerning the requirements of the job and the conditions under which it is performed. In any instance in which the Department Head requires the employee to go on leave of absence, if the affected employee files a grievance, the burden of proof shall then be upon the City as to the correctness of such determination. In the event such determination is found to be unjustified, the employee involved shall be reimbursed for all lost time and/or restored all lost sick leave credits. The initial twelve (12) week period of disability leave will be processed as Family Medical Leave if the disability is covered by the Family Medical Leave Act.~~

27.4.1 Should an employee not be eligible for or have otherwise exhausted other available leave, such as FMLA, or require an extension of leave due to a disability or serious health condition, the employee may be eligible to take a leave of absence pursuant to this section where medically necessary. All leave requests will be reviewed pursuant to applicable state and federal law including but not limited to the Family and Medical Leave Act and the Americans with Disabilities Act.

If leave is determined to be necessary, the initial period of disability leave will be processed as Family Medical Leave under state and/or federal law where applicable.

27.4.2 Except for emergencies, the employee shall submit written notification to the Department Head at least two weeks prior to their anticipated departure stating the probable duration of the leave. The Department Head may require the employee to provide a statement from their physician setting forth (1) the anticipated duration of the disability, and (2) whether the employee may continue to perform their work assignments.

27.4.3 Upon written request of the employee submitted to the Department Head at least two weeks prior to the expiration of the granted leave, and at the discretion of the City Manager, after recommendation of the Department Head and the Director of Human Resources, a disability leave of absence without pay may be extended or renewed for an additional period of time but not to exceed a total of twelve months duration.

27.4.4 Disabilities caused or contributed to by pregnancy are, for all job-related purposes, temporary disabilities.

27.4.5 Accumulated sick leave benefits shall be applied to any portion of the requested or required leave so eligible at the option of the employee, but cannot be used to extend a disability leave beyond the twelve-month period.

27.5 The employee is expected to return to work upon the expiration of the granted leave or to have arranged an extension of the leave prior to its expiration. Failure on the part of the employee to return to work on the expiration of the granted leave may be deemed a resignation from service.

27.6 Employee's requests for leaves of absence under this Article shall not be denied in an arbitrary or capricious manner, but remain discretionary with the City except where required by state and/or federal law in the case of Family Medical Leave under 27.3.2.

27.7 Any leave of absence taken in accordance with this Article (Article ~~24~~27) shall not be deemed a break in service for seniority purposes. The City shall continue to provide the employee with health insurance coverage for the duration of any authorized leave. Employees shall not accrue sick or vacation leave or receive payment for holidays for the duration of any authorized leave that exceeds twelve (12) weeks in duration.

28. OTHER LEAVE

28.1 Bereavement Leave

Employees are eligible for the following paid bereavement leave:

28.1.1 ~~An employee shall be excused from work for up to five (5) work days because of death of a spouse or domestic partner, a child (including the death of a spouse's or domestic partner's child) or a parent.~~

28.1.2 ~~three-Three (3) work days because of death of a sibling, half-sibling, child-in-law, parent-in-law, grandparent, grandchild, step parent, sibling-in-law and members of domestic partner's family similarly related provided the employee meets the City's eligibility requirements for claiming an individual as a domestic partner in their immediate family, as defined in 28.1.2, and shall be paid their regular rate of pay for the scheduled working hours missed. Not more than eight (8) hours per day (10 hours for employees working a four/ten schedule or 12 hours for employees working a 3-day winter weekend schedule) shall be paid under this Article. It is intended that this time off be used for the purpose of handling necessary arrangements and attendance at the funeral. An employee may use three (3) more calendar days of bereavement leave chargeable to sick leave immediately annexed to the initial leave if in the sole opinion of the Department Head the additional time is needed for travel or because of other extenuating~~

~~circumstances. Said extension shall not be arbitrarily withheld. Bereavement leave charged to sick leave shall not count as sick leave usage for the purposes of Article 24.3, Sick Leave Conversion to Vacation.~~

~~28.1.3 One (1) work day because of death of an aunt, uncle, niece, nephew, or other relative living in the same household and includes members of domestic partner's family similarly related provided the employee meets the City's eligibility requirements for claiming an individual as a domestic partner.~~

~~28.1.4 Hours paid per day under this Article will equal the number of hours the employee is regularly scheduled to work per day but will not exceed a total of forty (40) hours per week.~~

~~28.1.5 An employee may use three (3) more work days of bereavement leave chargeable to sick leave, immediately annexed to the initial leave if in the sole opinion of the Department Head the additional time is needed for travel or because of other extenuating circumstances. Said extension shall not be arbitrarily withheld. Bereavement leave charged to sick leave shall not count as sick leave usage for the purposes of Article 20.3, Sick Leave Conversion.~~

~~28.1.2 Immediate family is defined to mean brothers, sisters, half brothers, half sisters, daughter-in-law, son-in-law, mother-in-law, father-in-law, grandparents, grandchildren, step-parents, sister-in-law and brother-in-law and includes members of domestic partner's family similarly related provided the employee meets the City's eligibility requirements for claiming an individual as a domestic partner.~~

~~28.2 Funeral Leave~~

~~In addition to the foregoing, one (1) day (8 hours for employees working a 5-day schedule, 10 hours for employees working a four/ten schedule or 12 hours for employees working a 3-day winter weekend schedule) may be used for attendance at the funeral of the following relatives: aunt, uncle, niece, nephew, or other relative living in the same household and includes members of domestic partner's family similarly related provided the employee meets the City's eligibility requirements for claiming an individual as a domestic partner.~~

~~28.32~~ Personal Leave

Personal leave, without pay, may be granted to employees covered by this Agreement by the appropriate Department Head or ~~his~~their authorized representative, if such Department Head or authorized representative deems there is good and sufficient reason for granting said personal leave. A minimum twenty-four (24) hour notice is required to be given by the employee, excluding Mondays and days following a holiday in emergency situations. However, on such Mondays and days following a holiday, the employee shall give notice in the most practical manner within fifteen (15) minutes after the start of the

normal work day so that the appropriate Department Head can make adjustments in the day's work schedule.

28.43 Military Leave

Military leave and rights to re-employment after such leave shall be available to employees under the terms and conditions of applicable federal and/or state law as may be amended from time to time. Any person restored to service under such law shall be restored with accrued seniority.

28.54 Reserve Service Leave

Reserve service leave and rights to re-employment after such leave shall be available to employees who are members of the organized military reserves or National Guard, under the terms and conditions of applicable federal and/or state law as may be amended from time to time. For any period of Reserve Service Leave of up to three (3) weeks in any calendar year, the City will pay the difference between the employee's total service pay for said field duty and the employee's regular compensation, the sum of both payments to equal the regular weeks' pay of the employee had they been in the City service during this period. The employee using Reserve Service Leave shall furnish their Department Head with an official statement of reserve service pay received.

28.65 Any disputes as to rights under applicable federal and/or state law in regard to military leave and reserve service leave are not arbitrable but may be determined by a court of competent jurisdiction.

28.76 Jury/Witness Pay

28.76.1 The City shall pay to an employee called for jury duty the difference between their regular pay and their juror's pay. The employee shall notify the City as soon as possible of their intention to serve as juror. The employee will continue to be paid regular weekly wages during the term on the jury and upon receipt of juror's pay will present an official statement of juror's pay. If such juror's pay is less than the employee's regular wages for the period served as a juror, the employee shall submit to the City the entire portion of that juror's pay. However, if such juror's pay is greater than the employee's regular wages for the period served as a juror, the employee shall submit to the City that portion of the juror's pay which equal the wages paid to them for the period served as a juror.

28.76.2 The City shall pay to an employee subpoenaed to appear as a witness in a case, other than a case in which the employee is a plaintiff, the difference between their regular pay and their witness pay. Such witness pay shall be handled in the same manner as jury pay above.

28.87 Jury/Witness Duty

In the event an employee is called to jury duty or is subpoenaed as a witness in a case (wherein the employee is not a plaintiff or a defendant in the case), they shall be granted leave to fulfill that obligation. The employee will be excused from the shift that encompasses the majority of hours on the same calendar day as the jury/witness duty.

All jury/witness duty requests must be pre-discussed with the Department Head or designee. The Department Head or designee and the employee will predetermine based on the specific situation whether the employee will be available to work for a full or partial shift.

An employee who is excused by the Court earlier than originally anticipated is required to contact their immediate supervisor promptly. The supervisor will determine if there is work to be done and whether or not the employee will be required to report for City duty on that day.

Employees who work part time will be granted leave with pay for the hours or days that the employee is excused for jury duty and for which the employee was scheduled to work.

Employees on jury/witness duty leave when a City holiday occurs will receive their normal holiday pay. Actual jury duty service on a holiday will not result in any additional compensation or time off since jury duty service is not considered to be City employment.

29. PERSONNEL EVALUATIONS

~~29.1 The City and the Union agree that all evaluating during the life of this Agreement will be made according to the system outlined in Appendix C.~~

~~29.21 The AFSCME Performance Appraisal Committee shall continue to meet on an as needed basis during the term of this agreement to monitor the effectiveness of the appraisal process and to recommend changes as appropriate. The Parties agree that the City will conduct performance evaluations. The City will provide all evaluation materials to the union for review and comment before implementing new or changed evaluation materials or procedures.~~

30. CLOTHING

30.1 All employees in the Unit shall wear the clothing provided by the City during work hours, and maintain a clean and neat appearance. Employees shall report to work with the City-provided personal protective equipment (PPE) necessary for their job. The Department Director, or designee, may require employees to turn in clothing and PPE provided by the City upon separation.

30.2 The City will make available outerwear appropriate for the work being performed on an "as needed" basis, as determined by the Department Director, or designee.

30.3 The City agrees to provide Auto Technicians with 6 sets of shirts and pants, including six

(6) summer shirts per week through a lease agreement and 1 pair of insulated winter coveralls and 1 pair of regular coveralls per fiscal year.

- 30.4 The City will reimburse employees up to a maximum of \$~~150~~200.00 during the remaining term of this Agreement toward the purchase price of safety prescription eyeglasses (as specified by the American National Standards Institute – Z87.1.)
- 30.5 The City shall furnish employees with the personal protective equipment (PPE) necessary to perform their job. Replacements shall be on an “as needed” basis as determined by the Department Director or designee. Employees are expected to properly care for personal protective equipment issued to them.
- 30.6 The City agrees to provide employees who work predominantly a 5-day schedule with 5 summer shirts, and a combination of 5 winter shirts or sweatshirts. Employees who work predominantly a 4-day or 3-day schedule will receive 4 summer shirts, and a combination of 4 winter shirts or sweatshirts. The City will provide employees with 1 winter jacket and replacement will be made on an “as needed” basis. The City is not required to provide clothing if an employee is out of work during the season of issuing. The employee will be issued clothing for the season they return to work as defined in Appendix H ~~or J~~.

31. JOB TRAINING

- 31.1 The City shall continue its policy of providing employee training through participation in the financing of credit and non-credit training courses related to the duties and responsibilities of the employees as City resources allow.
- 31.2 General job training will be provided periodically on an individual and group basis, both on the job and off when, in the opinion of the City, such training is necessary.

~~31.3—Employees having attained the Maintenance Worker III classification at Public Works via the old career ladder, or through the terms of this Agreement, shall not be required to re-certify on various pieces of equipment, or other Departmental functions, in order to maintain their Maintenance Worker III classification and pay grade. Maintenance Worker III employees will be required to plow one person during winter operations. Any Maintenance Worker II employee promoted to a Maintenance Worker III, under the terms of this Agreement, who chooses not to plow one person during winter operations shall remain a Maintenance Worker II.~~

~~31.3.1 Maintenance Worker I employees, so classified at pay grade 14 prior to this Agreement, may be promoted to a Maintenance Worker I classification at pay grade 16 by completing the old Maintenance Worker II career ladder.~~

- 31.4 ~~3~~ If the City requires specific training for existing employees in a given classification, the City will pay for the course work and will provide straight time pay for all hours spent in training beyond the normal work day, straight time until total hours worked that week equal forty (40) and time and one-half for hours over forty (40) in accordance with the

Fair Labor Standards Act.

- 31.54 ~~Probationary employees, including those employees fulfilling a promotional probationary period, shall be~~ are expected to fulfill the licensing requirements of their classification ~~during the probationary period as outlined in the job description~~ without any financial contribution from the City. ~~Failure to obtain the required license(s) may result in disciplinary action, up to and including termination~~ The employee is expected to meet the licensing requirements during the applicable probationary period unless they are unable to do so as a result of circumstances beyond the employee's control, such as the timing of examinations by a third party.
- 31.65 When the employee is required by the City to travel overnight, the City agrees to reserve the overnight accommodations and pre-pay the lodging expenses. Employees will be reimbursed for meal expenses in accordance with Administrative Regulation 1 after submitting receipts. Employees using a personal vehicle while traveling on City business will be reimbursed in accordance with the current IRS mileage rate.
- 31.76 Any employee who is designated by the Department Director or designee to teach equipment operation to other employees shall receive a \$1.50 per hour training differential for the time spent in an authorized training session, providing the training is conducted during the employee's regular work hours. Employees who provide training outside of their regular work hours will receive time and one-half their regular base hourly rate and the \$1.50 per hour training differential.

32. WITHDRAWAL OF RESIGNATION

- 32.1 An employee may resign in good standing by giving written notice to their Department Head at least fourteen (14) calendar days in advance of the effective date of ~~his~~ their resignation. An employee may, with the approval of the Department Head, withdraw ~~his~~ their resignation during the fourteen (14) day notice period. Such approval shall not be arbitrarily denied.

33. FILLING OF JOB VACANCIES

- 33.1 Except as provided in 33.1.1 and 33.1.2 below, job openings, shall be posted on departmental bulletin boards for a minimum of seven (7) working days. At the time of posting, the Unit Presidents will be sent selection criteria for posted openings in their Unit. The posted notice shall describe the job and any pertinent job specifications. ~~Suitable transfers will be allowed. A transfer shall be considered suitable if it is in the same classification or is a position of equal pay grade in the unit and, in both instances, the employee must be qualified as determined by the City.~~ If there are qualified applicants and unless there are unusual or emergency circumstances, the vacancy shall be filled within ~~thirty-sixty~~ (3060) working days from the date of application closing, which date shall appear on the posted notice. This time limit may be extended by the City, when in its sole discretion it is necessary to do so, but to a date not to exceed ~~forty-seventy five~~ (4075) calendar days from the application closing date.

33.1.1 The City is not required to post job openings prior to offering that opening to a bargaining unit employee in order to fulfill its requirement to make reasonable accommodation in accordance with federal or state law.

33.1.2 In accordance with past practice, the City is not required to post job openings if an additional vacancy in the same classification and same Division becomes available prior to the close of the selection process on the initial vacancy. The City will post the additional vacancy for a seven (7) working day period to determine if any additional applicants are interested in the position when the additional vacancy is in a different division or department.

33.2 Lateral Transfers

33.2.1 Bargaining unit members who are in the same classification or are in a position of an equal pay grade in the unit are considered to be suitable lateral transfers and will receive first consideration providing the City determines that they are qualified in accordance with the job qualifications listed in the job description. In order to be considered a suitable lateral transfer, the applicant must satisfy all requirements of work and necessary special requirements outlined in the job qualifications listed in the job description.

33.2.1.1 An employee that laterally transfers to a unit position as outlined in shall be paid from the date of the transfer at the permanent rate for the position at that employee's seniority step. Seniority shall be continuous permanent City service.

33.3 New Hires

33.3.1 The City, at its sole discretion, may hire new employees with prior experience up to the eight (8) year step on the appropriate salary grade for similar work with similar scope and responsibility. Prior experience will be determined by crediting one (1) year for every one (1) year of previous experience the City deems to be relevant in scope and responsibility. The Union shall be notified of the placement of any new hire, so placed by the City. This advanced placement is for pay purposes only and does not affect any other benefits, including seniority.

33.4 Promotions

33.4.1 Upon promotion (transfer of a City employee into a higher paid job classification than the employee's previous position) an employee shall be compensated at the minimum of the appropriate pay grade range or shall be placed on the salary step which provides a minimum of a 5% salary increase, whichever is greater. The City, at its sole discretion, may credit newly promoted employees with prior experience up to the eight (8) year step on the appropriate salary grade for similar work with similar scope and responsibility. Prior experience will be determined by

crediting one (1) year for every one (1) year of previous experience the City deems to be relevant in scope and responsibility.

33.5 Demotions

33.5.1 Upon demotion (transfer of a City employee into a lower paid job classification than the employee's previous position), an employee shall be paid from the date of demotion at the permanent rate for the position at that employee's seniority step. Seniority shall be continuous permanent City service.

33.26 Employees in any City Department may apply for unit vacancies which are posted. Among applicants the City considers to be qualified, the vacancy shall be filled in the following preferential order: first by the unit applicant employed by the Department in which the vacancy occurs, secondly, by the bargaining unit applicant and, thirdly, all other applicants including non-employee applicants.

~~33.3 Upon execution of this Agreement, the City retains the right to fill Maintenance Worker I vacancies, at pay grade 16 (formerly MW II position), with individuals as a Maintenance Worker, at pay grade 14 (formerly MW I position), if the selected applicant, in the sole discretion of the City, does not meet an acceptable portion of the Maintenance Worker I job requirements. If the selected employee is able to meet all the requirements of the Maintenance Worker I classification over time, the City shall have the right to promote the employee to Maintenance Worker I at pay grade 16 without posting.~~

~~33.4 Upon execution of this Agreement, the City also retains the right to fill Maintenance Worker III vacancies, at pay grade 18, with individuals as either a Maintenance Worker I, at pay grade 16, or a Maintenance Worker II, at pay grade 17, if the selected applicant, in the sole discretion of the City, does not meet an acceptable portion of the requirements of the Maintenance Worker III job requirements. If the selected employee is able to meet all the requirements over time, the City shall have the right to promote the employee to Maintenance Worker II, at pay grade 17, or Maintenance Worker III, at pay grade 18, without posting.~~

33.57 Employees who, pursuant to Article 31, JOB TRAINING, have completed training courses satisfactorily as determined by the City shall be given a preference for promotion over other applicants, provided that the training relates directly to the duties and/or skills required for the promotional position, and the employee is otherwise qualified for the position.

33.68 Should a successful applicant become convinced within the first twenty-five (25) working days that ~~s/het~~they cannot cope with the new job, or should the City become convinced, within thirty (30) working days of the employee's appointment that the employee cannot fulfill the requirements of the job, then the reason therefore shall be put in writing, the employee's Unit President notified, and the employee shall be returned to the former job. If an employee moves to a lower level position, the employee must meet all licensing requirements for the new position within thirty (30) working days of the appointment.

~~33.7—An employee appointed to a unit position shall be paid from the date of appointment at the permanent rate for the position at that employee's seniority step. Seniority shall be continuous permanent City service.~~

33.89 If an individual unit applicant for a position has cause for disputing the choice of the City, ~~he~~they may appeal the City's action using the established grievance procedure.

33.910 Notwithstanding the above, and regardless of whether or not the applicants are City employees, the City may hire any qualified Island resident applicant to fill an Island position over applicants who are not Island residents.

33.1011 Temporary Assignments

33.1011.1 Whenever the City determines that temporary assignments are required, the most junior person in classification, based on continuous service time in classification, from the available daily work pool of employees in the Division shall be assigned the substitute work.

33.1011.2 The City shall have the sole authority to determine whether workers who are normally assigned to a permanent crew shall be placed in the daily worker pool.

33.1011.3 Workers assigned outside of their normal classification shall be exempt for this selection procedure based on seniority within classification, unless otherwise determined by the City.

33.1011.4 Unless otherwise agreed by the City and the Union, this procedure shall be consistently applied. The most junior worker shall be the substitute assigned.

33.1011.5 This provision is not intended to impact the winter work schedule.

33.1112 Temporary Filling of Foreman and Supervisor Vacancies

33.1112.1 The City will maintain a list of employees who are interested in filling in as Foreman or Supervisor when a temporary vacancy exists. This list will include date of request and area(s) of preference.

33.1112.2 When the City determines a Foreman or Supervisor position needs to be filled on a temporary basis, the City will select someone from this list taking into consideration the following factors: job requirements, the employee's qualifications, and how often the employee has been offered a temporary Foreman vacancy during the preceding twelve month period.

33.1112.3 Qualified employees will be offered such positions within their Section (if

no Section exists, then within Division) on a rotating basis.

33.12—New Hires

~~The City, at its sole discretion, may hire new employees with prior experience up to the four (4) year step on the appropriate salary grade for similar work with similar scope and responsibility provided they meet all of the City's requirements for the position as outlined in the job description and selection criteria. Prior experience will be determined by crediting one (1) year for every one (1) year of previous experience the City deems to be relevant in scope and responsibility. The Union shall be notified by the City of any new hire placed at the four (4) year step. Effective July 3, 2022, current employees being paid less than the four (4) year step will receive similar, non-retroactive credit up to the four (4) year step for previous experience for similar work prior to being hired by the City. Prior experience will be determined by crediting one (1) year for every one (1) year of previous experience the City deems to be relevant in scope and responsibility. New hires and current employees will be required to provide documentation of their prior relevant experience before receiving advanced pay placement and subsequent step movement will be based on this initial service credit plus permanent continuous service with the City in the same classification. This advanced placement is for pay purposes only and does not affect any other benefits, including seniority.~~

34. DISCIPLINARY PROCEDURE

- 34.1 Following completion of their probationary period, ~~No~~ no employee shall be discharged, demoted, or suspended except for just cause (including but not limited to violations of any rules as provided above) and notice of the reasons for such disciplinary action shall be stated in writing and given to the employee affected and/or the Chief Steward, but in every case to the President, within five (5) days after the effective date of the action. Under the normal circumstances, disciplinary action shall be taken by the City within thirty (30) days of when the Department Head or ~~his~~ their appropriate designee learns of the event giving rise to the disciplinary action. Said 30-day time frame shall not apply to disciplinary actions for abuse of sick leave. The 30-day time frame is delayed in the case of vehicle accidents providing the employee's Department has an Accident Review Committee (which may be a subcommittee of the departmental Safety Committee). The 30-day time frame begins when Department managers meet to discuss the accident following receipt of the Accident Review Committee report.
- 34.2 Any disciplinary action imposed upon an employee following their probationary period may be processed as a grievance through the regular grievance procedure and the Union shall have the right to take up matters of suspension, demotion or discharge at Step 11.1.3 of the procedure.
- 34.3 Pursuant to N.L.R.B. v. Weingarten, the City recognizes the right of an employee to have a Union representative present at a disciplinary hearing or meeting. The Union recognizes that the City is not required to hold a hearing or meeting prior to the imposition of discipline for a probationary employee.

34.4 Written reprimands shall be removed from the personnel file after a period of two years provided that there has not been a recurrence of that offense during that two year period.

34.5 Disciplinary Suspensions

34.5.1 Employees with suspensions of two (2) days or less in their files may have those suspensions removed after a period of five (5) years or more.

34.5.2 Employees may request to have suspensions of three (3) days or more removed after a period of five (5) years. The Director of Human Resources will review such requests on a case by case basis. Factors that will be considered are the employee's prior disciplinary record, their overall personnel record, and their conduct since the discipline was taken.

35. PERSONNEL REDUCTIONS AND SENIORITY

35.1 Reductions in personnel by the City result solely from the elimination of positions by department and by classification.

35.2 For purposes of personnel reductions and bumping within the unit, seniority is defined as continuous permanent City service, and seniority rosters will be compiled on that basis.

35.2.1 In the event of a tie in seniority dates, the employee who has worked in the classification the longest will be deemed the more senior. In the event that the appointment date to present classification is the same, the employee who first applied for the position will be deemed the more senior. If the application dates are the same, the tie-breaking decision will be made by a toss of the coin.

35.2.2 Union officers shall have preferred seniority over all other employees for purposes of the exercise of bumping rights. Between such officers, seniority shall be in the following order:

Unit Chair
Chief Steward
Unit Vice-Chair
Unit Recording Secretary
Unit Treasurer
Shop Steward

In the event that more than one person holds a particular office listed above, bumping shall be determined by seniority based on time in that Union Offices, as determined by the Union.

35.3 In the event of a personnel reduction, positions eliminated will be identified by department, then by classification, by division, and by shift assignment, and the employee

with the least seniority in the position eliminated, as defined above, will be the employee placed on lay-off.

35.4 In the event of a personnel reduction resulting in lay-off, employees placed on lay-off may elect to bump into other unit positions in the following order:

35.4.1 The employee will first be offered any suitable vacant position in the department which is reducing its personnel. If there are no such vacancies, the employee will be offered any suitable vacant position in the bargaining unit. A vacant position shall be deemed to be "suitable" if it is in the same classification or is a position of an equal pay grade in the unit which the employee is qualified to perform, as determined by the City. The employee shall take a suitable vacant position rather than bumping other employees, unless the employee can show:

35.4.1.1 that taking said vacancy would result in economic hardship for the employee such as a significant increase in travel time to work or inability to use the employee's normal mode of transportation; or

35.4.1.2 that taking said vacancy would result in personal hardship, such as a change in shift or conflict in the employee's working relationships.

35.4.2 If there are no vacant positions to which the employee can transfer, the employee shall bump the least senior employee in the same classification in the Department. If there are no least senior employees in the same classification in the Department, the employee can bump the least senior employee so classified in the bargaining unit.

35.4.3 If there are no least senior employees in the same classification in the bargaining unit, the employee may bump ~~the least senior employee in the next lower level of the job family, as determined by Appendix D, or the employee can bump~~ the least senior employee in a position once held.

35.4.4 If there are no available positions under subsections 35.4.1-35.4.3 above, the employee may bump the least senior employee in positions which the City determines the employee is qualified to perform. Whenever an employee bumps into a new classification, the employee must have any licenses required in that classification.

35.4.5 The City's determination as to qualifications of an employee to perform a job shall be final so long as it is not arbitrary and capricious.

35.5 Employees may opt to accept lay-off at any point in the bumping process rather than exercising their bumping rights.

35.6 No employee may bump into a promotional position. An employee who bumps into a position under subsections 35.4.1-35.4.4 above shall be paid at the rate provided in this

Agreement for that classification except as provided in 35.3.1. The appointment date of employees who bump will not change as a result of the bumping.

35.7 Employees who are laid off will receive separation pay as provided in Article 26.

35.8 Seniority rosters will be posted in work locations and sent to the Unit Chair in January of each year. Separate seniority rosters shall be maintained for permanent full-time and part-time employees.

35.9 Recall

35.9.1 Employees who are laid off or who bumped into positions under Section 35.4.1-35.4.4 above shall have an 18-month recall right to the classification from which the employee was laid off, and in the reverse order of lay off.

35.9.2 Employees laid-off and on the recall list may be offered temporary, seasonal, on call, or project work but performance of said work will not affect or extend the recall period. Refusal of said work shall not affect the person's recall period.

35.9.3 The City may rely on its records for the last address of the laid off employees, and may remove from the list a person who does not respond or accept recall to work within ten (10) working days after certified mailing of notification. A copy of such recall notification shall be mailed to the Chair of the Unit for ~~his~~their information. If an employee retires, resigns, or is terminated from permanent City service for cause, the employee shall be removed from the recall list and lose all rights to recall.

36. **SAFETY**

36.1 Safety Committees shall function to review safety procedures and make advisory recommendations to Department Heads regarding new safety procedures or modifications to current safety procedures that may be needed. The Department Head or designee shall respond to all written recommendations from the Safety Committee within thirty (30) days. The departmental Safety Committees shall be composed of at least as many labor representatives as management representatives. The Union will appoint labor representatives and alternates to serve on departmental Safety Committees unless there is agreement between the City and the Union which modifies Committee representation. The ~~Risk Manager or Human Resources Department's~~ designee shall provide technical assistance to the Committee. The ~~Risk Manager or Human Resources Department's~~ designee shall hold the tie-breaking vote regarding advisory recommendations to the Department Heads.

36.2 Safety Standards

All employees shall follow safety standards while on duty for the City. This shall include, but not be limited to: the wearing and use of safety equipment, i.e. personal protective

equipment, head protection, eye and face protection, foot protection, hearing protection, or any other equipment provided or furnished in any way by the City. The employees shall observe all safety rules and regulations established and posted by the City. Failure on the part of the employee to abide by such safety standards will result in disciplinary action.

36.3 Driver's Daily Checklist and Use of City Equipment

The employees agree to perform daily Vehicle Condition Reports and other maintenance checks on their vehicles as established within their particular Department. Employees agree to help maintain the condition and life of City equipment through proper and safe operation.

- 36.4 Departmental Accident Review Committees shall function to recommend accident prevention methods, determine preventability of employee vehicle accidents, and make recommendations for improvements to fleet safety policy. These departmental committees shall be composed of at least as many labor representatives as management representatives and will include a safety professional to chair the committee.

37. **LICENSE REQUIREMENTS**

- 37.1 It shall continue to be the City's policy to require employees who operate City vehicles to have and maintain a valid Maine Motor Vehicle Operator's license as required by the employee's classification. All personnel are individually responsible for the timely renewal and/or maintenance of their required Motor Vehicle Operator's and/or CDL license. The City will periodically verify such a license. Upon request, a copy of this report will be sent to the employee. ~~Consequences for loss of license(s) are defined as follows:~~

~~37.1.1 Loss of a Maine Motor Vehicle Operator's license for a period of up to six (6) months will result in an automatic demotion for the duration of the license suspension. "Demotion" for the purposes of this policy shall be equivalent to a 10% reduction in pay.~~

~~37.1.2 Loss of a Maine Motor Vehicle Operator's license, or a required CDL license, if not covered under the City's Drug and Alcohol Policy, for a period of more than six (6) months will result in immediate termination of employment. Any medical condition shall be reviewed on a case by case basis.~~

- 37.2 Employees shall notify their supervisor prior to their next scheduled shift if they fail to renew, lose, or otherwise fail to maintain their Motor Vehicle Operator's and/or CDL license for any reason. Employees are required to notify their supervisor even if they receive a permit to operate a vehicle only for employment purposes. Failure to maintain a Motor Vehicle Operator's and/or CDL license when required by an employee's classification may result in disciplinary action, up to and including termination.

- 37.3 Employees who are required to possess a CDL license by the City will be subject to the

CDL specific requirements of the City's Drug and Alcohol Policy. All other employees are subject to the remaining provisions of the City's Drug and Alcohol Policy.

~~37.2 The City will do license verifications. Upon request, a copy of this report will be sent to the employee.~~

~~37.3 Employees who are required to possess a CDL license by the City will be subject to the City's Drug and Alcohol Policy.~~

38. JOB SPECIFICATIONS

38.1 ~~Within thirty (30) days a~~After execution of the Agreement at the request of the Union, the City agrees to supply the Unit Chair and bargaining agent with copies of unit job specifications, including those modified during the negotiations which preceded this Agreement. Thereafter, the City agrees to submit all modified specifications to the Unit President and the bargaining agent for Union review and recommendations. Said recommendations must be submitted to the City within ten (10) working days after receipt of the job specifications.

39. LEGAL AID AND PROTECTION

39.1 The City will, with the consent of the employee, assume the defense of and indemnify any employee against a claim which arises out of an act or omission occurring within the course or scope of their employment and for which the City is liable under the Maine Tort Claims Act, 14 M.R.S.A. 8101 et seq. up to the statutory limit of \$400,000. The City, in its discretion, may provide such defense and/or indemnification through a self-insurance program or through insurance coverage limited to Four Hundred Thousand Dollars (\$400,000), including costs other than defense costs, for any and all claims arising out of a single occurrence, to be purchased by the City.

39.2 The City will, with the consent of the employee, assume the defense of and indemnify any employee up to the statutory limit of \$400,000 of the Maine Tort Claims Act against any claim which arises out of an act or omission occurring within the course or scope of his their employment and for which the City is not liable, provided that such defense or indemnification is not contrary to public policy, and the City determines that the employee acted in good faith and did not willfully or knowingly violate any ordinance, rule, or regulation of the City.

39.3 In all cases in which the City has assumed the defense of an employee, the City, acting through its Corporation Counsel, has the right to arrange, at the City's expense, for an attorney selected by the Corporation Counsel, to defend the employee. In the event the City determines outside counsel is needed for a particular case, Corporation Counsel will consider counsel requests submitted by an employee but reserve the right to either approve or decline that request. Further, in all cases in which the City has assumed the defense of an employee, the Corporation Counsel may, in its discretion, authorize and accept settlement of the case. Corporation Counsel reserves the right, in their discretion,

to consult with the City Council prior to settlement in a particular case.

- 39.4 The above legal aid and protection is also extended, on the same terms and conditions, to former employees for claims against them for acts or omissions during their employment with the City in positions covered by this Agreement.
- 39.5 It is a condition of the City's obligation to defend and/or indemnify an employee hereunder that the employee shall fully cooperate with the City in any claim by or against the City regardless of whether the employee works for the City at the time that the claim is filed. "Full cooperation" hereunder shall include, without limitation, providing information to the City and its attorneys, including attorneys designated or hired by the City, appearing and/or participating as a witness in the case when requested to do so by the City, including, without limitation, participating in all pre-trial and trial proceedings. "City" as used under this section shall include officers, employees and agents of the City, including without limitation, attorneys designated or hired by the City. Except in those circumstances where such full cooperation is in conflict with the advice of the employee's legal counsel or is in violation of the employee's constitutional rights, failure to fully cooperate with the City on any case may result in disciplinary action against the employee and denial of the indemnification obligation hereunder unless otherwise required by the Maine Tort Claims Act.
- 39.6 Paragraph 39.5 above may not be construed to imply that an employee who is not a defendant has no duty to fully cooperate with the City and its representatives, when the City and its representatives, in their sole discretion, determine that the employee has information relevant to the claim or the defense of the claim against the City or another employee of the City. In such a situation, except in those circumstances where such full cooperation is in conflict with the advice of the employee's legal counsel or is in violation of the employee's constitutional rights, the non-defendant has a duty to fully cooperate with the City as a condition of employment.
- 39.7 The City agrees to release the employee from their shift for appearances at any necessary proceedings on the date of such proceedings and at the request of the City's designated defense attorney. Should the proceedings conclude prior to the end of the employee's shift, the employee may be required to report for duty for the remainder of their shift.
- 39.7.1 Employees who are required by the City to appear on behalf of the City at a court hearing outside of their regularly scheduled hours will be compensated with three (3) hours of straight time pay or time and one-half pay for actual time spent in pre-trial and trial proceedings, whichever is greater. Employees who work second or third shift and who spent the majority of the day in court may take straight time pay for the hours spent in court and credit these hours against their shift requirement for that day, with pre-approval from the Department Head or designee.
- 39.7.2 Employees will receive straight time pay for the hours spent in pre-trial and trial proceedings that occur during their regularly scheduled work hours. In the event

that the time spent in pre-trial or trial proceedings begins during regularly scheduled hours and extends beyond the end of their regular work day, the employee may be eligible for overtime pay in accordance with Article 14.3 for the additional hours but will not be eligible for the three (3) hour minimum for off-duty hours.

40. PRINTING COPY OF AGREEMENT

- 40.1 The City agrees to supply the Union with ~~copies of the Agreement in legible print, a PDF file of the Agreement~~ within forty-five (45) days after the signing of the Agreement. The Agreement and pay plans will be posted for viewing on the City's web site.

41. EMBODIMENT OF AGREEMENT

- 41.1 The Parties acknowledge that during the negotiations which preceded this Agreement each had unlimited rights and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter specifically referred to or covered in this Agreement.

42. UNIT WORK

- 42.1 The City reserves the right to make all decisions in regard to contracting for the delivery of City services, including the contracting of work normally done by employees in the unit and even if such contracting results in the layoff of permanent City employees. Except for emergencies, the City agrees to give the Union sixty (60) days' notice of a decision to subcontract unit work when subcontracting would result in the layoff of permanent City employees. Upon written request of the Union, the City shall negotiate the impact of the subcontracting which results in the laying off of permanent City employees. The impact bargaining shall not serve as a bar to the implementation of the said subcontracting.
- 42.2 The City will meet with the Union to discuss the availability of positions within City government for which the laid-off employee is determined to be qualified and the availability of any training programs which may be applicable to the employee. In reviewing these placement possibilities, every effort will be made to seek matches of worker's skills and qualifications with available, comparable positions.

43. TERM OF AGREEMENT

- 43.1 This Agreement shall be effective July 1, ~~2022-2025~~ (unless otherwise specified within) and shall remain in full force and effect until ~~June-December 31, 2027~~. The Union shall notify the City in writing prior to ~~June 30, 2022~~ December 31, 2027 that it desires to modify this Agreement. If said notice is given, this Agreement shall remain in full force and be

effective during the period of negotiations.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement by their
Representatives duly authorized on the date and year stated below.

DATED: _____

FOR THE CITY:

FOR THE UNION:

| _____
Danielle West, ~~Interim~~ City Manager

~~John Nuttall~~ Josh Basso
Representative, AFSCME Council 93

| _____
Keith Hansen, Chief Negotiator
Trades

~~Donald Penney~~ Glen Nilsen, Labor &
Unit Chair, Local 481-00

| _____
Trades

~~Kevin Farley~~ Scott Ouillette, Labor &
Vice Unit, Chair Local 481-00

| _____
& Trades

~~Mike Vance~~ Daniel Szatkowski, Labor
Chief Steward, Local 481-00

APPENDIX A

DEFINITIONS OF EMPLOYMENT

- I. **Permanent Employees** are employees who are appointed to a permanently budgeted position on either a full-time or part-time basis and have completed any required probationary period for such position.
- A. **Full-time employees** are regularly scheduled to work the regular work week on a continuing basis. Such employees receive full benefits as outlined in the AFSCME Local 481-00 Agreement between the City and the Union.
- B. **Part-time employees** are regularly scheduled to work less than the regular work week on a continuing basis. Those part-time employees regularly scheduled to work 20 hours a week or more shall be entitled to the following benefits on a pro-rated basis only:
- 1) Sick leave accrual: weekly pro-ration based on either standard hours or actual hours worked (excluding hours compensated with premium pay or in excess of 40 hours), whichever is greater;
 - 2) Vacation accrual: weekly pro-ration based on either standard hours or actual hours worked (excluding hours compensated with premium pay or in excess of 40 hours), whichever is greater;
 - 3) City participation in the cost of medical insurance based on the employee's standard hours;
 - 4) Holidays, except that such employees shall be compensated for a holiday only if it falls on an employee's regularly scheduled work day. Base holiday pay shall equal the number of hours the employee is regularly scheduled to work on that day of the week. Holiday premium pay is outlined in Article 16.5.

Part-time employees who are regularly scheduled to work less than 20 hours a week shall not be entitled to any sick leave, vacation leave, or holidays, and the City shall not participate in any of the cost of medical coverage.

Part-time employees are entitled to overtime pay under Article 12, Overtime, only after they have worked in excess of forty (40) hours per week or in excess of both their regularly scheduled work day and eight (8) hours that day.

APPENDIX A (cont'd)

- II. **Non-permanent employees** are on-call, temporary, or seasonal employees as follows, and are excluded from the provisions of this Agreement:
- A. **On-call employees** are persons who are not regularly scheduled to work, but who are available to work on an intermittent, as-needed basis. Such persons shall be paid only for those hours actually worked. A permanent City employee may work in an on-call position, such as cashier at the parking garage, on a regularly scheduled basis as a second City job, but such an employee shall be entitled only to regular pay for such hours worked and shall not be entitled to any other benefits for such on- call employment.
 - B. **Seasonal employees** are persons in positions in an industry designated by the State or by the parties as a seasonal industry, e.g. summer recreation, golf, parks and cemetery programs, Portland's Downtown District, Ferry Terminal, Construction Company and Hadlock Field. The employee will expect to be terminated at the end of the season. Such employees will be paid only for those hours actually worked. Seasonal employees are intended to supplement regular employees.
 - C. **Temporary employees** are persons who are regularly scheduled to work a standard work week or less, for a definite, limited period of time, usually not to exceed six (6) months, or who are appointed to replace an employee on leave of absence or at long-term training. Temporary employees shall not work more than six (6) consecutive months, unless they are replacing a permanent employee on leave. In such cases, employees shall have an estimated termination date from the date of initial employment, but in no case shall such term exceed more than one (1) year except with the concurrence of the Union.
 - D. **Project employees** are persons appointed to work on a special project of limited duration or to a position of longer duration not to exceed two (2) years that is funded by non-City funds; or to fill in for a permanent employee on an approved leave of absence. Project employees may work a standard work week or less and are eligible for full or pro-rated benefits as appropriate under this Agreement on the same basis as permanent full and part-time employees after completion of a probationary period. Notwithstanding the foregoing, Article 24, PERSONNEL REDUCTIONS AND SENIORITY, will not apply to project employees and they will be terminated upon completion of the special project or elimination of the non-City funding source with no bumping or recall rights. All other provisions of this Agreement shall cover project employees on the same basis as permanent employees, except that project employees are excluded by the Maine State Retirement System's regulations from participating in its term life insurance program.

APPENDIX B-1
AFSCME/LABOR AND TRADES CLASSIFICATION PLAN

Base Rate Designations

Grade 11

Custodial Worker
Laborer

Grade 16

Facilities Maintenance Worker I (HHS, Parking and PRF)
Maintenance Worker I (Athletic Facilities, Cemeteries, PDD, Streets & Sidewalks, Traffic)
Maintenance Worker I (Islands) (I)
Maintenance Worker I (Solid Waste) (G)
Water Resources Technician I

Grade 17

Maintenance Worker II (Athletic Facilities, Cemeteries)
Parts Specialist (F)

Grade 17-CDL

Maintenance Worker II (Islands) (I)
Maintenance Worker II (Solid Waste) (H)
Maintenance Worker II (PDD, Streets & Sidewalks, Traffic)
Water Resources Technician II ~~(F)~~

Grade 18

Facilities Maintenance Worker II (HHS)
Horticulturist
Maintenance Worker III (Athletic Facilities, Cemeteries, Parks)
Parks Maintainer
Parking Meter Technician

Grade 18-CDL

Maintenance Worker III (Islands) (I)
Maintenance Worker III (Solid Waste) (H)
Maintenance Worker III (PDD, Streets & Sidewalks, Traffic)
Water Resources Technician III ~~(F)~~

Grade 19

Playground Technician

Grade 19-CDL

PDD Steward

APPENDIX B-1 (cont'd)
AFSCME/LABOR AND TRADES CLASSIFICATION PLAN

Market Rate Designations

Grade 50

Arborist I

Grade 51

Trades Worker (~~K~~)

Grade 52 / 52-CDL

Traffic Computer Sign Operator

Grade 53

Auto Technician I (F)
Welder Machinist I – 2nd Class (F)

Grade 54

Recreation Facilities Technician

Grade 55

HVAC Technician I (~~K~~)

Grade 56

Arborist II

Grade 57

Arborist III

Grade 58

HVAC Technician II (E) (~~K~~)

Grade 59

Autobody Repair Worker (F)

Grade 60

Water Resources Senior Technician (~~J~~)

APPENDIX B-1 (cont'd)
AFSCME/LABOR AND TRADES CLASSIFICATION PLAN

Market Rate Designations (cont'd)

Grade 61

Auto Technician II (F)
Welder Machinist II – 1st Class (F)

Grade 62

Facilities Master Electrician (B)
Facilities Master Plumber (D)

Grade 63 / 63-CDL

Traffic Signal Repair Worker (A)

Grade 64 / 64-CDL

Systems & Lighting Technician (A) (C)

Airport Market Rate Designations

Grade 16A

Airport Maintenance Worker I
Airport Facilities Technician Assistant I

Grade 18A

Airport Facilities Technician Assistant II

Grade 19A

Airport Maintenance Worker II

Grade 19MA

Airport Facilities Technician

Grade 20MA

Airport Airfield Electrician

APPENDIX B-1 (cont'd)
AFSCME/LABOR AND TRADES CLASSIFICATION PLAN

- (A) Employees in this classification who possess a valid State of Maine Masters Electrician License will receive a 3% stipend in addition to their base weekly pay.
- (B) Employees in this classification who possess IMSA Level II for Fire Alarms or Street Lighting will receive a 3% stipend in addition to their base weekly pay.
- (C) Employees in this classification who possess IMSA Level III traffic signal will receive a 3% stipend in addition to their base weekly pay.
- (D) Employees in this classification who possess a Natural Gas & Propane license will receive a 3% stipend in addition to their base weekly pay.
- (E) Employees in this classification who possess all three of the required licenses will receive a 3% stipend in additional to their base weekly pay.
- (F) Employees in this classification will receive a \$1.00 per hour Fleet market rate stipend.
- (G) Employees in this classification will receive a \$1.00 per hour Solid Waste market rate stipend.
- (H) Employees in this classification will receive a \$2.00 per hour Solid Waste market rate stipend.
- (I) Employees in this classification will receive a \$1.00 per hour Islands market rate stipend.
- ~~(J) Employees in this classification who possess a Grade 4 Collections System Certification will receive a \$2.00 per hour stipend in addition to their base weekly pay. Moved to 21.2.13.1~~
- (K) Employees in this classification who possess a valid State of Maine Class B Motor Vehicle Operator's License will receive a \$1.50 per hour stipend in addition to their base weekly pay.
- ~~(K) Employees in this classification who possess a Mitsubishi Electric HVAC Training Certification will receive a \$1.00 per hour stipend in addition to their base weekly pay.~~

APPENDIX B-2
AFSCME / LABOR & TRADES BASE PAY PLAN
PAY PLAN EFFECTIVE JULY 6, 2025
(FY26)

COLA: 4%

PAY GRADE		1 0-1YR	2 1-2YRS	3 2-4YRS	4 4-6YRS	5 6-8YRS	6 8-12YRS	7 12-15YRS	8 15-20YRS	9 20-25YRS	10 25+ YRS
11	Wkly	\$822.00	\$838.40	\$859.60	\$879.60	\$901.20	\$923.20	\$950.40	\$1,001.20	\$1,030.80	\$1,061.60
	Hrly	\$20.55	\$20.96	\$21.49	\$21.99	\$22.53	\$23.08	\$23.76	\$25.03	\$25.77	\$26.54
16	Wkly	\$896.40	\$916.00	\$935.20	\$959.20	\$982.40	\$1,005.20	\$1,034.40	\$1,088.00	\$1,120.80	\$1,154.40
	Hrly	\$22.41	\$22.90	\$23.38	\$23.98	\$24.56	\$25.13	\$25.86	\$27.20	\$28.02	\$28.86
17	Wkly	\$917.60	\$934.40	\$956.00	\$980.80	\$1,003.20	\$1,029.20	\$1,059.20	\$1,113.60	\$1,146.80	\$1,181.20
	Hrly	\$22.94	\$23.36	\$23.90	\$24.52	\$25.08	\$25.73	\$26.48	\$27.84	\$28.67	\$29.53
17-CDL	Wkly	\$1,045.60	\$1,062.00	\$1,084.00	\$1,108.80	\$1,131.20	\$1,157.20	\$1,187.20	\$1,241.60	\$1,275.20	\$1,313.60
	Hrly	\$26.14	\$26.55	\$27.10	\$27.72	\$28.28	\$28.93	\$29.68	\$31.04	\$31.88	\$32.84
18	Wkly	\$943.20	\$960.00	\$984.00	\$1,008.80	\$1,032.80	\$1,058.00	\$1,089.20	\$1,144.40	\$1,178.80	\$1,214.00
	Hrly	\$23.58	\$24.00	\$24.60	\$25.22	\$25.82	\$26.45	\$27.23	\$28.61	\$29.47	\$30.35
18-CDL	Wkly	\$1,071.20	\$1,088.40	\$1,111.60	\$1,136.80	\$1,160.80	\$1,186.00	\$1,216.80	\$1,272.40	\$1,307.20	\$1,346.40
	Hrly	\$26.78	\$27.21	\$27.79	\$28.42	\$29.02	\$29.65	\$30.42	\$31.81	\$32.68	\$33.66
19	Wkly	\$1,052.40	\$1,072.80	\$1,097.60	\$1,121.60	\$1,148.80	\$1,174.80	\$1,207.20	\$1,264.40	\$1,300.00	\$1,339.20
	Hrly	\$26.31	\$26.82	\$27.44	\$28.04	\$28.72	\$29.37	\$30.18	\$31.61	\$32.50	\$33.48
19-CDL	Wkly	\$1,116.00	\$1,136.80	\$1,161.60	\$1,185.60	\$1,213.20	\$1,238.80	\$1,271.20	\$1,328.40	\$1,364.00	\$1,404.80
	Hrly	\$27.90	\$28.42	\$29.04	\$29.64	\$30.33	\$30.97	\$31.78	\$33.21	\$34.10	\$35.12

*Effective July 1, 2018, the following stipends were built into the pay plan and were eliminated from the contract:
pants, boots, miscellaneous clothing, meal allowances and winter plowing stipends.*

APPENDIX B-2
AFSCME / LABOR & TRADES MARKET RATE PAY PLAN
PAY PLAN EFFECTIVE JULY 6, 2025
(FY26)

COLA: 4%

PAY GRADE		1 0-1YR	2 1-2YRS	3 2-4YRS	4 4-6YRS	5 6-8YRS	6 8-12YRS	7 12-15YRS	8 15-20YRS	9 20-25YRS	10 25+ YRS
50	ARBORIST I										
	Wkly	\$995.20	\$1,025.20	\$1,056.00	\$1,087.60	\$1,120.40	\$1,154.00	\$1,188.40	\$1,224.40	\$1,260.80	\$1,298.80
	Hrly	\$24.88	\$25.63	\$26.40	\$27.19	\$28.01	\$28.85	\$29.71	\$30.61	\$31.52	\$32.47
51	TRADES WORKER										
	Wkly	\$1,012.00	\$1,042.40	\$1,073.60	\$1,106.00	\$1,139.60	\$1,173.60	\$1,208.80	\$1,245.20	\$1,282.40	\$1,320.80
	Hrly	\$25.30	\$26.06	\$26.84	\$27.65	\$28.49	\$29.34	\$30.22	\$31.13	\$32.06	\$33.02
52	TRAFFIC COMPUTER SIGN OPERATOR										
	Wkly	\$1,037.60	\$1,068.80	\$1,100.80	\$1,133.20	\$1,167.20	\$1,202.80	\$1,238.80	\$1,276.00	\$1,314.00	\$1,353.60
	Hrly	\$25.94	\$26.72	\$27.52	\$28.33	\$29.18	\$30.07	\$30.97	\$31.90	\$32.85	\$33.84
52-CDL	TRAFFIC COMPUTER SIGN OPERATOR										
	Wkly	\$1,165.20	\$1,196.40	\$1,228.40	\$1,261.20	\$1,295.60	\$1,330.40	\$1,366.40	\$1,403.60	\$1,442.40	\$1,485.60
	Hrly	\$29.13	\$29.91	\$30.71	\$31.53	\$32.39	\$33.26	\$34.16	\$35.09	\$36.06	\$37.14
53	AUTO TECHNICIAN I AND WELDER MACHINIST 1 - 2ND CLASS										
	Wkly	\$1,037.60	\$1,068.80	\$1,100.80	\$1,133.20	\$1,167.20	\$1,202.80	\$1,238.80	\$1,276.00	\$1,314.00	\$1,353.60
	Hrly	\$25.94	\$26.72	\$27.52	\$28.33	\$29.18	\$30.07	\$30.97	\$31.90	\$32.85	\$33.84
54	RECREATION FACILITIES TECHNICIAN										
	Wkly	\$1,110.40	\$1,143.20	\$1,177.60	\$1,211.20	\$1,246.40	\$1,283.60	\$1,321.20	\$1,384.00	\$1,425.60	\$1,468.40
	Hrly	\$27.76	\$28.58	\$29.44	\$30.28	\$31.16	\$32.09	\$33.03	\$34.60	\$35.64	\$36.71
55	HVAC TECHNICIAN I										
	Wkly	\$1,138.00	\$1,172.40	\$1,207.20	\$1,243.60	\$1,280.40	\$1,318.80	\$1,358.80	\$1,399.60	\$1,441.60	\$1,484.80
	Hrly	\$28.45	\$29.31	\$30.18	\$31.09	\$32.01	\$32.97	\$33.97	\$34.99	\$36.04	\$37.12
56	ARBORIST II										
	Wkly	\$1,153.20	\$1,183.60	\$1,215.20	\$1,248.00	\$1,281.60	\$1,316.40	\$1,352.00	\$1,388.80	\$1,426.80	\$1,469.60
	Hrly	\$28.83	\$29.59	\$30.38	\$31.20	\$32.04	\$32.91	\$33.80	\$34.72	\$35.67	\$36.74
57	ARBORIST III										
	Wkly	\$1,183.60	\$1,215.20	\$1,248.00	\$1,281.60	\$1,316.40	\$1,352.00	\$1,388.80	\$1,426.80	\$1,465.60	\$1,509.60
	Hrly	\$29.59	\$30.38	\$31.20	\$32.04	\$32.91	\$33.80	\$34.72	\$35.67	\$36.64	\$37.74

*Effective July 1, 2018, the following stipends were built into the pay plan and were eliminated from the contract:
pants, boots, miscellaneous clothing, meal allowances and winter plowing stipends.*

APPENDIX B-2
AFSCME / LABOR & TRADES MARKET RATE PAY PLAN
PAY PLAN EFFECTIVE JULY 6, 2025
(FY26)

COLA: 4%

PAY GRADE	1 0-1YR	2 1-2YRS	3 2-4YRS	4 4-6YRS	5 6-8YRS	6 8-12YRS	7 12-15YRS	8 15-20YRS	9 20-25YRS	10 25+ YRS
58 HVAC TECHNICIAN II										
Wkly	\$1,207.20	\$1,243.60	\$1,280.40	\$1,318.80	\$1,358.80	\$1,399.60	\$1,441.60	\$1,484.40	\$1,528.80	\$1,574.80
Hrly	\$30.18	\$31.09	\$32.01	\$32.97	\$33.97	\$34.99	\$36.04	\$37.11	\$38.22	\$39.37
59 AUTOBODY REPAIR WORKER										
Wkly	\$1,059.20	\$1,091.20	\$1,124.00	\$1,157.60	\$1,192.40	\$1,228.00	\$1,264.80	\$1,302.40	\$1,342.00	\$1,382.40
Hrly	\$26.48	\$27.28	\$28.10	\$28.94	\$29.81	\$30.70	\$31.62	\$32.56	\$33.55	\$34.56
60 WATER RESOURCES SENIOR TECHNICIAN										
Wkly	\$1,238.40	\$1,271.20	\$1,306.00	\$1,339.60	\$1,374.40	\$1,412.00	\$1,449.20	\$1,512.00	\$1,553.20	\$1,599.60
Hrly	\$30.96	\$31.78	\$32.65	\$33.49	\$34.36	\$35.30	\$36.23	\$37.80	\$38.83	\$39.99
61 AUTO TECHNICIAN II AND WELDER MACHINIST II - 1ST CLASS										
Wkly	\$1,196.80	\$1,228.80	\$1,261.60	\$1,296.00	\$1,330.80	\$1,366.80	\$1,404.00	\$1,442.80	\$1,481.60	\$1,526.00
Hrly	\$29.92	\$30.72	\$31.54	\$32.40	\$33.27	\$34.17	\$35.10	\$36.07	\$37.04	\$38.15
62 FACILITIES MASTER ELECTRICIAN AND FACILITIES MASTER PLUMBER										
Wkly	\$1,353.60	\$1,394.00	\$1,435.60	\$1,478.80	\$1,522.80	\$1,569.20	\$1,616.00	\$1,664.00	\$1,714.00	\$1,765.60
Hrly	\$33.84	\$34.85	\$35.89	\$36.97	\$38.07	\$39.23	\$40.40	\$41.60	\$42.85	\$44.14
63 TRAFFIC SIGNAL REPAIR WORKER										
Wkly	\$1,196.80	\$1,228.80	\$1,261.60	\$1,296.00	\$1,330.80	\$1,366.80	\$1,404.00	\$1,442.80	\$1,481.60	\$1,526.00
Hrly	\$29.92	\$30.72	\$31.54	\$32.40	\$33.27	\$34.17	\$35.10	\$36.07	\$37.04	\$38.15
63-CDL TRAFFIC SIGNAL REPAIR WORKER										
Wkly	\$1,324.80	\$1,356.80	\$1,389.60	\$1,423.60	\$1,458.80	\$1,495.20	\$1,532.00	\$1,570.40	\$1,609.60	\$1,658.00
Hrly	\$33.12	\$33.92	\$34.74	\$35.59	\$36.47	\$37.38	\$38.30	\$39.26	\$40.24	\$41.45
64 SYSTEMS & LIGHTING TECHNICIAN										
Wkly	\$1,371.60	\$1,406.40	\$1,442.80	\$1,479.20	\$1,517.20	\$1,556.40	\$1,597.20	\$1,638.40	\$1,681.20	\$1,731.60
Hrly	\$34.29	\$35.16	\$36.07	\$36.98	\$37.93	\$38.91	\$39.93	\$40.96	\$42.03	\$43.29
64-CDL SYSTEMS & LIGHTING TECHNICIAN										
Wkly	\$1,499.60	\$1,534.80	\$1,570.40	\$1,607.20	\$1,644.80	\$1,684.40	\$1,724.80	\$1,766.40	\$1,808.80	\$1,863.20
Hrly	\$37.49	\$38.37	\$39.26	\$40.18	\$41.12	\$42.11	\$43.12	\$44.16	\$45.22	\$46.58

*Effective July 1, 2018, the following stipends were built into the pay plan and were eliminated from the contract:
pants, boots, miscellaneous clothing, meal allowances and winter plowing stipends.*

APPENDIX B-2
AFSCME / LABOR & TRADES AIRPORT MARKET RATE PAY PLAN
PAY PLAN EFFECTIVE JULY 6, 2025
(FY26)

COLA: 4%

PAY GRADE	1 0-1YR	2 1-2YRS	3 2-4YRS	4 4-6YRS	5 6-8YRS	6 8-12YRS	7 12-15YRS	8 15-20YRS	9 20-25YRS	10 25+ YRS
16A AIRPORT MW I and AIRPORT FACILITIES TECHNICIAN ASSISTANT I										
Wkly	\$1,039.20	\$1,062.40	\$1,086.00	\$1,114.40	\$1,141.60	\$1,167.60	\$1,203.60	\$1,239.20	\$1,276.40	\$1,314.80
Hrly	\$25.98	\$26.56	\$27.15	\$27.86	\$28.54	\$29.19	\$30.09	\$30.98	\$31.91	\$32.87
18A AIRPORT FACILITIES TECHNICIAN ASSISTANT II										
Wkly	\$1,080.40	\$1,100.40	\$1,127.60	\$1,157.20	\$1,186.40	\$1,215.20	\$1,251.60	\$1,289.60	\$1,328.40	\$1,368.40
Hrly	\$27.01	\$27.51	\$28.19	\$28.93	\$29.66	\$30.38	\$31.29	\$32.24	\$33.21	\$34.21
19A AIRPORT MW II										
Wkly	\$1,137.60	\$1,161.60	\$1,190.40	\$1,218.80	\$1,251.20	\$1,280.80	\$1,320.00	\$1,359.60	\$1,400.40	\$1,442.40
Hrly	\$28.44	\$29.04	\$29.76	\$30.47	\$31.28	\$32.02	\$33.00	\$33.99	\$35.01	\$36.06
19MA AIRPORT FACILITIES TECHNICIAN										10% Market Rate Adjustment
Wkly	\$1,347.20	\$1,404.00	\$1,431.60	\$1,473.20	\$1,517.60	\$1,563.60	\$1,622.00	\$1,670.40	\$1,720.00	\$1,771.60
Hrly	\$33.68	\$35.10	\$35.79	\$36.83	\$37.94	\$39.09	\$40.55	\$41.76	\$43.00	\$44.29
20MA AIRPORT AIRFIELD ELECTRICIAN										10% Market Rate Adjustment
Wkly	\$1,387.60	\$1,446.00	\$1,475.20	\$1,517.20	\$1,563.20	\$1,610.40	\$1,658.40	\$1,708.00	\$1,759.60	\$1,812.40
Hrly	\$34.69	\$36.15	\$36.88	\$37.93	\$39.08	\$40.26	\$41.46	\$42.70	\$43.99	\$45.31

Effective October 2, 2017, the following stipends were built into the pay plan and were eliminated from the contract: pants, boots, miscellaneous clothing, meal allowances, winter plowing and the market rate stipends (only shift differentials remain).

APPENDIX B-2
AFSCME / LABOR & TRADES BASE PAY PLAN
PAY PLAN EFFECTIVE JULY 5, 2026
(FY27)

COLA: 3%

PAY GRADE		1 0-1YR	2 1-2YRS	3 2-4YRS	4 4-6YRS	5 6-8YRS	6 8-12YRS	7 12-15YRS	8 15-20YRS	9 20-25YRS	10 25+ YRS
11	Wkly	\$846.80	\$863.60	\$885.20	\$906.00	\$928.40	\$950.80	\$978.80	\$1,031.20	\$1,061.60	\$1,093.60
	Hrly	\$21.17	\$21.59	\$22.13	\$22.65	\$23.21	\$23.77	\$24.47	\$25.78	\$26.54	\$27.34
16	Wkly	\$923.20	\$943.60	\$963.20	\$988.00	\$1,012.00	\$1,035.20	\$1,065.60	\$1,120.80	\$1,154.40	\$1,189.20
	Hrly	\$23.08	\$23.59	\$24.08	\$24.70	\$25.30	\$25.88	\$26.64	\$28.02	\$28.86	\$29.73
17	Wkly	\$945.20	\$962.40	\$984.80	\$1,010.40	\$1,033.20	\$1,060.00	\$1,090.80	\$1,147.20	\$1,181.20	\$1,216.80
	Hrly	\$23.63	\$24.06	\$24.62	\$25.26	\$25.83	\$26.50	\$27.27	\$28.68	\$29.53	\$30.42
17-CDL	Wkly	\$1,076.80	\$1,094.00	\$1,116.40	\$1,142.00	\$1,165.20	\$1,192.00	\$1,222.80	\$1,278.80	\$1,313.60	\$1,353.20
	Hrly	\$26.92	\$27.35	\$27.91	\$28.55	\$29.13	\$29.80	\$30.57	\$31.97	\$32.84	\$33.83
18	Wkly	\$971.60	\$988.80	\$1,013.60	\$1,039.20	\$1,063.60	\$1,089.60	\$1,122.00	\$1,178.80	\$1,214.00	\$1,250.40
	Hrly	\$24.29	\$24.72	\$25.34	\$25.98	\$26.59	\$27.24	\$28.05	\$29.47	\$30.35	\$31.26
18-CDL	Wkly	\$1,103.20	\$1,121.20	\$1,144.80	\$1,170.80	\$1,195.60	\$1,221.60	\$1,253.20	\$1,310.40	\$1,346.40	\$1,386.80
	Hrly	\$27.58	\$28.03	\$28.62	\$29.27	\$29.89	\$30.54	\$31.33	\$32.76	\$33.66	\$34.67
19	Wkly	\$1,084.00	\$1,104.80	\$1,130.40	\$1,155.20	\$1,183.20	\$1,210.00	\$1,243.60	\$1,302.40	\$1,339.20	\$1,379.20
	Hrly	\$27.10	\$27.62	\$28.26	\$28.88	\$29.58	\$30.25	\$31.09	\$32.56	\$33.48	\$34.48
19-CDL	Wkly	\$1,149.60	\$1,170.80	\$1,196.40	\$1,221.20	\$1,249.60	\$1,276.00	\$1,309.20	\$1,368.40	\$1,404.80	\$1,446.80
	Hrly	\$28.74	\$29.27	\$29.91	\$30.53	\$31.24	\$31.90	\$32.73	\$34.21	\$35.12	\$36.17

*Effective July 1, 2018, the following stipends were built into the pay plan and were eliminated from the contract:
pants, boots, miscellaneous clothing, meal allowances and winter plowing stipends.*

APPENDIX B-2
AFSCME / LABOR & TRADES MARKET RATE PAY PLAN
PAY PLAN EFFECTIVE JULY 5, 2026
(FY27)

COLA: 3%

PAY GRADE	1 0-1YR	2 1-2YRS	3 2-4YRS	4 4-6YRS	5 6-8YRS	6 8-12YRS	7 12-15YRS	8 15-20YRS	9 20-25YRS	10 25+ YRS
50 ARBORIST I										
Wkly	\$1,025.20	\$1,056.00	\$1,087.60	\$1,120.40	\$1,154.00	\$1,188.80	\$1,224.00	\$1,261.20	\$1,298.80	\$1,337.60
Hrly	\$25.63	\$26.40	\$27.19	\$28.01	\$28.85	\$29.72	\$30.60	\$31.53	\$32.47	\$33.44
51 TRADES WORKER										
Wkly	\$1,042.40	\$1,073.60	\$1,106.00	\$1,139.20	\$1,173.60	\$1,208.80	\$1,245.20	\$1,282.40	\$1,320.80	\$1,360.40
Hrly	\$26.06	\$26.84	\$27.65	\$28.48	\$29.34	\$30.22	\$31.13	\$32.06	\$33.02	\$34.01
52 TRAFFIC COMPUTER SIGN OPERATOR										
Wkly	\$1,068.80	\$1,100.80	\$1,134.00	\$1,167.20	\$1,202.40	\$1,238.80	\$1,276.00	\$1,314.40	\$1,353.60	\$1,394.40
Hrly	\$26.72	\$27.52	\$28.35	\$29.18	\$30.06	\$30.97	\$31.90	\$32.86	\$33.84	\$34.86
52-CDL TRAFFIC COMPUTER SIGN OPERATOR										
Wkly	\$1,200.00	\$1,232.40	\$1,265.20	\$1,299.20	\$1,334.40	\$1,370.40	\$1,407.20	\$1,445.60	\$1,485.60	\$1,530.00
Hrly	\$30.00	\$30.81	\$31.63	\$32.48	\$33.36	\$34.26	\$35.18	\$36.14	\$37.14	\$38.25
53 AUTO TECHNICIAN I AND WELDER MACHINIST 1 - 2ND CLASS										
Wkly	\$1,068.80	\$1,100.80	\$1,134.00	\$1,167.20	\$1,202.40	\$1,238.80	\$1,276.00	\$1,314.40	\$1,353.60	\$1,394.40
Hrly	\$26.72	\$27.52	\$28.35	\$29.18	\$30.06	\$30.97	\$31.90	\$32.86	\$33.84	\$34.86
54 RECREATION FACILITIES TECHNICIAN										
Wkly	\$1,143.60	\$1,177.60	\$1,212.80	\$1,247.60	\$1,283.60	\$1,322.00	\$1,360.80	\$1,425.60	\$1,468.40	\$1,512.40
Hrly	\$28.59	\$29.44	\$30.32	\$31.19	\$32.09	\$33.05	\$34.02	\$35.64	\$36.71	\$37.81
55 HVAC TECHNICIAN I										
Wkly	\$1,172.00	\$1,207.60	\$1,243.60	\$1,280.80	\$1,318.80	\$1,358.40	\$1,399.60	\$1,441.60	\$1,484.80	\$1,529.20
Hrly	\$29.30	\$30.19	\$31.09	\$32.02	\$32.97	\$33.96	\$34.99	\$36.04	\$37.12	\$38.23
56 ARBORIST II										
Wkly	\$1,187.60	\$1,219.20	\$1,251.60	\$1,285.60	\$1,320.00	\$1,356.00	\$1,392.40	\$1,430.40	\$1,469.60	\$1,513.60
Hrly	\$29.69	\$30.48	\$31.29	\$32.14	\$33.00	\$33.90	\$34.81	\$35.76	\$36.74	\$37.84
57 ARBORIST III										
Wkly	\$1,219.20	\$1,251.60	\$1,285.60	\$1,320.00	\$1,356.00	\$1,392.40	\$1,430.40	\$1,469.60	\$1,509.60	\$1,554.80
Hrly	\$30.48	\$31.29	\$32.14	\$33.00	\$33.90	\$34.81	\$35.76	\$36.74	\$37.74	\$38.87

*Effective July 1, 2018, the following stipends were built into the pay plan and were eliminated from the contract:
pants, boots, miscellaneous clothing, meal allowances and winter plowing stipends.*

APPENDIX B-2
AFSCME / LABOR & TRADES MARKET RATE PAY PLAN
PAY PLAN EFFECTIVE JULY 5, 2026
(FY27)

COLA: 3%

PAY GRADE	1 0-1YR	2 1-2YRS	3 2-4YRS	4 4-6YRS	5 6-8YRS	6 8-12YRS	7 12-15YRS	8 15-20YRS	9 20-25YRS	10 25+ YRS
58 HVAC TECHNICIAN II										
Wkly	\$1,243.60	\$1,280.80	\$1,318.80	\$1,358.40	\$1,399.60	\$1,441.60	\$1,484.80	\$1,528.80	\$1,574.80	\$1,622.00
Hrly	\$31.09	\$32.02	\$32.97	\$33.96	\$34.99	\$36.04	\$37.12	\$38.22	\$39.37	\$40.55
59 AUTOBODY REPAIR WORKER										
Wkly	\$1,090.80	\$1,124.00	\$1,157.60	\$1,192.40	\$1,228.00	\$1,264.80	\$1,302.80	\$1,341.60	\$1,382.40	\$1,424.00
Hrly	\$27.27	\$28.10	\$28.94	\$29.81	\$30.70	\$31.62	\$32.57	\$33.54	\$34.56	\$35.60
60 WATER RESOURCES SENIOR TECHNICIAN										
Wkly	\$1,275.60	\$1,309.20	\$1,345.20	\$1,379.60	\$1,415.60	\$1,454.40	\$1,492.80	\$1,557.20	\$1,599.60	\$1,647.60
Hrly	\$31.89	\$32.73	\$33.63	\$34.49	\$35.39	\$36.36	\$37.32	\$38.93	\$39.99	\$41.19
61 AUTO TECHNICIAN II AND WELDER MACHINIST II - 1ST CLASS										
Wkly	\$1,232.80	\$1,265.60	\$1,299.60	\$1,334.80	\$1,370.80	\$1,408.00	\$1,446.00	\$1,486.00	\$1,526.00	\$1,571.60
Hrly	\$30.82	\$31.64	\$32.49	\$33.37	\$34.27	\$35.20	\$36.15	\$37.15	\$38.15	\$39.29
62 FACILITIES MASTER ELECTRICIAN AND FACILITIES MASTER PLUMBER										
Wkly	\$1,394.40	\$1,436.00	\$1,478.80	\$1,523.20	\$1,568.40	\$1,616.40	\$1,664.40	\$1,714.00	\$1,765.60	\$1,818.40
Hrly	\$34.86	\$35.90	\$36.97	\$38.08	\$39.21	\$40.41	\$41.61	\$42.85	\$44.14	\$45.46
63 TRAFFIC SIGNAL REPAIR WORKER										
Wkly	\$1,232.80	\$1,265.60	\$1,299.60	\$1,334.80	\$1,370.80	\$1,408.00	\$1,446.00	\$1,486.00	\$1,526.00	\$1,571.60
Hrly	\$30.82	\$31.64	\$32.49	\$33.37	\$34.27	\$35.20	\$36.15	\$37.15	\$38.15	\$39.29
63-CDL TRAFFIC SIGNAL REPAIR WORKER										
Wkly	\$1,364.40	\$1,397.60	\$1,431.20	\$1,466.40	\$1,502.40	\$1,540.00	\$1,578.00	\$1,617.60	\$1,658.00	\$1,707.60
Hrly	\$34.11	\$34.94	\$35.78	\$36.66	\$37.56	\$38.50	\$39.45	\$40.44	\$41.45	\$42.69
64 SYSTEMS & LIGHTING TECHNICIAN										
Wkly	\$1,412.80	\$1,448.40	\$1,486.00	\$1,523.60	\$1,562.80	\$1,603.20	\$1,645.20	\$1,687.60	\$1,731.60	\$1,783.60
Hrly	\$35.32	\$36.21	\$37.15	\$38.09	\$39.07	\$40.08	\$41.13	\$42.19	\$43.29	\$44.59
64-CDL SYSTEMS & LIGHTING TECHNICIAN										
Wkly	\$1,544.40	\$1,580.80	\$1,617.60	\$1,655.60	\$1,694.00	\$1,734.80	\$1,776.40	\$1,819.20	\$1,863.20	\$1,919.20
Hrly	\$38.61	\$39.52	\$40.44	\$41.39	\$42.35	\$43.37	\$44.41	\$45.48	\$46.58	\$47.98

*Effective July 1, 2018, the following stipends were built into the pay plan and were eliminated from the contract:
pants, boots, miscellaneous clothing, meal allowances and winter plowing stipends.*

APPENDIX B-2
AFSCME / LABOR & TRADES AIRPORT MARKET RATE PAY PLAN
PAY PLAN EFFECTIVE JULY 5, 2026
(FY27)

COLA: 3%

PAY GRADE	1 0-1YR	2 1-2YRS	3 2-4YRS	4 4-6YRS	5 6-8YRS	6 8-12YRS	7 12-15YRS	8 15-20YRS	9 20-25YRS	10 25+ YRS
16A AIRPORT MW I and AIRPORT FACILITIES TECHNICIAN ASSISTANT I										
Wkly	\$1,070.40	\$1,094.40	\$1,118.40	\$1,148.00	\$1,176.00	\$1,202.80	\$1,239.60	\$1,276.40	\$1,314.80	\$1,354.40
Hrly	\$26.76	\$27.36	\$27.96	\$28.70	\$29.40	\$30.07	\$30.99	\$31.91	\$32.87	\$33.86
18A AIRPORT FACILITIES TECHNICIAN ASSISTANT II										
Wkly	\$1,112.80	\$1,133.60	\$1,161.60	\$1,192.00	\$1,222.00	\$1,251.60	\$1,289.20	\$1,328.40	\$1,368.40	\$1,409.60
Hrly	\$27.82	\$28.34	\$29.04	\$29.80	\$30.55	\$31.29	\$32.23	\$33.21	\$34.21	\$35.24
19A AIRPORT MW II										
Wkly	\$1,171.60	\$1,196.40	\$1,226.00	\$1,255.20	\$1,288.80	\$1,319.20	\$1,359.60	\$1,400.40	\$1,442.40	\$1,485.60
Hrly	\$29.29	\$29.91	\$30.65	\$31.38	\$32.22	\$32.98	\$33.99	\$35.01	\$36.06	\$37.14
19MA AIRPORT FACILITIES TECHNICIAN										
Wkly	\$1,387.60	\$1,446.00	\$1,474.40	\$1,517.20	\$1,563.20	\$1,610.40	\$1,670.80	\$1,720.40	\$1,771.60	\$1,824.80
Hrly	\$34.69	\$36.15	\$36.86	\$37.93	\$39.08	\$40.26	\$41.77	\$43.01	\$44.29	\$45.62
20MA AIRPORT AIRFIELD ELECTRICIAN										
Wkly	\$1,429.20	\$1,489.20	\$1,519.60	\$1,562.80	\$1,610.00	\$1,658.80	\$1,708.00	\$1,759.20	\$1,812.40	\$1,866.80
Hrly	\$35.73	\$37.23	\$37.99	\$39.07	\$40.25	\$41.47	\$42.70	\$43.98	\$45.31	\$46.67

Effective October 2, 2017, the following stipends were built into the pay plan and were eliminated from the contract: pants, boots, miscellaneous clothing, meal allowances, winter plowing and the market rate stipends (only shift differentials remain).

APPENDIX B-2
AFSCME / LABOR & TRADES BASE PAY PLAN
PAY PLAN EFFECTIVE JULY 4, 2027
(FY28)

COLA: 2%

PAY GRADE		1 0-1YR	2 1-2YRS	3 2-4YRS	4 4-6YRS	5 6-8YRS	6 8-12YRS	7 12-15YRS	8 15-20YRS	9 20-25YRS	10 25+ YRS
11	Wkly	\$863.60	\$880.80	\$902.80	\$924.00	\$946.80	\$970.00	\$998.40	\$1,052.00	\$1,082.80	\$1,115.60
	Hrly	\$21.59	\$22.02	\$22.57	\$23.10	\$23.67	\$24.25	\$24.96	\$26.30	\$27.07	\$27.89
16	Wkly	\$941.60	\$962.40	\$982.40	\$1,007.60	\$1,032.40	\$1,056.00	\$1,086.80	\$1,143.20	\$1,177.60	\$1,212.80
	Hrly	\$23.54	\$24.06	\$24.56	\$25.19	\$25.81	\$26.40	\$27.17	\$28.58	\$29.44	\$30.32
17	Wkly	\$964.00	\$981.60	\$1,004.40	\$1,030.80	\$1,054.00	\$1,081.20	\$1,112.80	\$1,170.00	\$1,204.80	\$1,241.20
	Hrly	\$24.10	\$24.54	\$25.11	\$25.77	\$26.35	\$27.03	\$27.82	\$29.25	\$30.12	\$31.03
17-CDL	Wkly	\$1,098.40	\$1,116.00	\$1,138.80	\$1,164.80	\$1,188.40	\$1,216.00	\$1,247.20	\$1,304.40	\$1,340.00	\$1,380.40
	Hrly	\$27.46	\$27.90	\$28.47	\$29.12	\$29.71	\$30.40	\$31.18	\$32.61	\$33.50	\$34.51
18	Wkly	\$991.20	\$1,008.40	\$1,034.00	\$1,060.00	\$1,084.80	\$1,111.20	\$1,144.40	\$1,202.40	\$1,238.40	\$1,275.60
	Hrly	\$24.78	\$25.21	\$25.85	\$26.50	\$27.12	\$27.78	\$28.61	\$30.06	\$30.96	\$31.89
18-CDL	Wkly	\$1,125.20	\$1,143.60	\$1,167.60	\$1,194.40	\$1,219.60	\$1,246.00	\$1,278.40	\$1,336.80	\$1,373.20	\$1,414.40
	Hrly	\$28.13	\$28.59	\$29.19	\$29.86	\$30.49	\$31.15	\$31.96	\$33.42	\$34.33	\$35.36
19	Wkly	\$1,105.60	\$1,126.80	\$1,153.20	\$1,178.40	\$1,206.80	\$1,234.40	\$1,268.40	\$1,328.40	\$1,366.00	\$1,406.80
	Hrly	\$27.64	\$28.17	\$28.83	\$29.46	\$30.17	\$30.86	\$31.71	\$33.21	\$34.15	\$35.17
19-CDL	Wkly	\$1,172.40	\$1,194.40	\$1,220.40	\$1,245.60	\$1,274.40	\$1,301.60	\$1,335.20	\$1,395.60	\$1,432.80	\$1,475.60
	Hrly	\$29.31	\$29.86	\$30.51	\$31.14	\$31.86	\$32.54	\$33.38	\$34.89	\$35.82	\$36.89

*Effective July 1, 2018, the following stipends were built into the pay plan and were eliminated from the contract:
pants, boots, miscellaneous clothing, meal allowances and winter plowing stipends.*

APPENDIX B-2
AFSCME / LABOR & TRADES MARKET RATE PAY PLAN
PAY PLAN EFFECTIVE JULY 4, 2027
(FY28)

COLA: 2%

PAY GRADE	1 0-1YR	2 1-2YRS	3 2-4YRS	4 4-6YRS	5 6-8YRS	6 8-12YRS	7 12-15YRS	8 15-20YRS	9 20-25YRS	10 25+ YRS
50 ARBORIST I										
Wkly	\$1,045.60	\$1,077.20	\$1,109.20	\$1,142.80	\$1,177.20	\$1,212.40	\$1,248.40	\$1,286.40	\$1,324.80	\$1,364.40
Hrly	\$26.14	\$26.93	\$27.73	\$28.57	\$29.43	\$30.31	\$31.21	\$32.16	\$33.12	\$34.11
51 TRADES WORKER										
Wkly	\$1,063.20	\$1,095.20	\$1,128.00	\$1,162.00	\$1,197.20	\$1,232.80	\$1,270.00	\$1,308.00	\$1,347.20	\$1,387.60
Hrly	\$26.58	\$27.38	\$28.20	\$29.05	\$29.93	\$30.82	\$31.75	\$32.70	\$33.68	\$34.69
52 TRAFFIC COMPUTER SIGN OPERATOR										
Wkly	\$1,090.00	\$1,122.80	\$1,156.80	\$1,190.40	\$1,226.40	\$1,263.60	\$1,301.60	\$1,340.80	\$1,380.80	\$1,422.40
Hrly	\$27.25	\$28.07	\$28.92	\$29.76	\$30.66	\$31.59	\$32.54	\$33.52	\$34.52	\$35.56
52-CDL TRAFFIC COMPUTER SIGN OPERATOR										
Wkly	\$1,224.00	\$1,257.20	\$1,290.40	\$1,325.20	\$1,361.20	\$1,398.00	\$1,435.20	\$1,474.40	\$1,515.20	\$1,560.80
Hrly	\$30.60	\$31.43	\$32.26	\$33.13	\$34.03	\$34.95	\$35.88	\$36.86	\$37.88	\$39.02
53 AUTO TECHNICIAN I AND WELDER MACHINIST 1 - 2ND CLASS										
Wkly	\$1,090.00	\$1,122.80	\$1,156.80	\$1,190.40	\$1,226.40	\$1,263.60	\$1,301.60	\$1,340.80	\$1,380.80	\$1,422.40
Hrly	\$27.25	\$28.07	\$28.92	\$29.76	\$30.66	\$31.59	\$32.54	\$33.52	\$34.52	\$35.56
54 RECREATION FACILITIES TECHNICIAN										
Wkly	\$1,166.40	\$1,201.20	\$1,237.20	\$1,272.40	\$1,309.20	\$1,348.40	\$1,388.00	\$1,454.00	\$1,497.60	\$1,542.80
Hrly	\$29.16	\$30.03	\$30.93	\$31.81	\$32.73	\$33.71	\$34.70	\$36.35	\$37.44	\$38.57
55 HVAC TECHNICIAN I										
Wkly	\$1,195.60	\$1,231.60	\$1,268.40	\$1,306.40	\$1,345.20	\$1,385.60	\$1,427.60	\$1,470.40	\$1,514.40	\$1,559.60
Hrly	\$29.89	\$30.79	\$31.71	\$32.66	\$33.63	\$34.64	\$35.69	\$36.76	\$37.86	\$38.99
56 ARBORIST II										
Wkly	\$1,211.20	\$1,243.60	\$1,276.80	\$1,311.20	\$1,346.40	\$1,383.20	\$1,420.40	\$1,459.20	\$1,498.80	\$1,544.00
Hrly	\$30.28	\$31.09	\$31.92	\$32.78	\$33.66	\$34.58	\$35.51	\$36.48	\$37.47	\$38.60
57 ARBORIST III										
Wkly	\$1,243.60	\$1,276.80	\$1,311.20	\$1,346.40	\$1,383.20	\$1,420.40	\$1,459.20	\$1,498.80	\$1,539.60	\$1,586.00
Hrly	\$31.09	\$31.92	\$32.78	\$33.66	\$34.58	\$35.51	\$36.48	\$37.47	\$38.49	\$39.65

*Effective July 1, 2018, the following stipends were built into the pay plan and were eliminated from the contract:
pants, boots, miscellaneous clothing, meal allowances and winter plowing stipends.*

APPENDIX B-2
AFSCME / LABOR & TRADES MARKET RATE PAY PLAN
PAY PLAN EFFECTIVE JULY 4, 2027
(FY28)

COLA: 2%

PAY GRADE	1 0-1YR	2 1-2YRS	3 2-4YRS	4 4-6YRS	5 6-8YRS	6 8-12YRS	7 12-15YRS	8 15-20YRS	9 20-25YRS	10 25+ YRS
58 HVAC TECHNICIAN II										
Wkly	\$1,268.40	\$1,306.40	\$1,345.20	\$1,385.60	\$1,427.60	\$1,470.40	\$1,514.40	\$1,559.20	\$1,606.40	\$1,654.40
Hrly	\$31.71	\$32.66	\$33.63	\$34.64	\$35.69	\$36.76	\$37.86	\$38.98	\$40.16	\$41.36
59 AUTOBODY REPAIR WORKER										
Wkly	\$1,112.80	\$1,146.40	\$1,180.80	\$1,216.40	\$1,252.40	\$1,290.00	\$1,328.80	\$1,368.40	\$1,410.00	\$1,452.40
Hrly	\$27.82	\$28.66	\$29.52	\$30.41	\$31.31	\$32.25	\$33.22	\$34.21	\$35.25	\$36.31
60 WATER RESOURCES SENIOR TECHNICIAN										
Wkly	\$1,301.20	\$1,335.20	\$1,372.00	\$1,407.20	\$1,444.00	\$1,483.60	\$1,522.80	\$1,588.40	\$1,631.60	\$1,680.40
Hrly	\$32.53	\$33.38	\$34.30	\$35.18	\$36.10	\$37.09	\$38.07	\$39.71	\$40.79	\$42.01
61 AUTO TECHNICIAN II AND WELDER MACHINIST II - 1ST CLASS										
Wkly	\$1,257.60	\$1,290.80	\$1,325.60	\$1,361.60	\$1,398.40	\$1,436.00	\$1,474.80	\$1,515.60	\$1,556.40	\$1,603.20
Hrly	\$31.44	\$32.27	\$33.14	\$34.04	\$34.96	\$35.90	\$36.87	\$37.89	\$38.91	\$40.08
62 FACILITIES MASTER ELECTRICIAN AND FACILITIES MASTER PLUMBER										
Wkly	\$1,422.40	\$1,464.80	\$1,508.40	\$1,553.60	\$1,599.60	\$1,648.80	\$1,697.60	\$1,748.40	\$1,800.80	\$1,854.80
Hrly	\$35.56	\$36.62	\$37.71	\$38.84	\$39.99	\$41.22	\$42.44	\$43.71	\$45.02	\$46.37
63 TRAFFIC SIGNAL REPAIR WORKER										
Wkly	\$1,257.60	\$1,290.80	\$1,325.60	\$1,361.60	\$1,398.40	\$1,436.00	\$1,474.80	\$1,515.60	\$1,556.40	\$1,603.20
Hrly	\$31.44	\$32.27	\$33.14	\$34.04	\$34.96	\$35.90	\$36.87	\$37.89	\$38.91	\$40.08
63-CDL TRAFFIC SIGNAL REPAIR WORKER										
Wkly	\$1,391.60	\$1,425.60	\$1,460.00	\$1,495.60	\$1,532.40	\$1,570.80	\$1,609.60	\$1,650.00	\$1,691.20	\$1,741.60
Hrly	\$34.79	\$35.64	\$36.50	\$37.39	\$38.31	\$39.27	\$40.24	\$41.25	\$42.28	\$43.54
64 SYSTEMS & LIGHTING TECHNICIAN										
Wkly	\$1,441.20	\$1,477.20	\$1,515.60	\$1,554.00	\$1,594.00	\$1,635.20	\$1,678.00	\$1,721.20	\$1,766.40	\$1,819.20
Hrly	\$36.03	\$36.93	\$37.89	\$38.85	\$39.85	\$40.88	\$41.95	\$43.03	\$44.16	\$45.48
64-CDL SYSTEMS & LIGHTING TECHNICIAN										
Wkly	\$1,575.20	\$1,612.40	\$1,650.00	\$1,688.80	\$1,728.00	\$1,769.60	\$1,812.00	\$1,855.60	\$1,900.40	\$1,957.60
Hrly	\$39.38	\$40.31	\$41.25	\$42.22	\$43.20	\$44.24	\$45.30	\$46.39	\$47.51	\$48.94

*Effective July 1, 2018, the following stipends were built into the pay plan and were eliminated from the contract:
pants, boots, miscellaneous clothing, meal allowances and winter plowing stipends.*

APPENDIX B-2
AFSCME / LABOR & TRADES AIRPORT MARKET RATE PAY PLAN
PAY PLAN EFFECTIVE JULY 4, 2027
(FY28)

COLA: 2%

PAY GRADE	1 0-1YR	2 1-2YRS	3 2-4YRS	4 4-6YRS	5 6-8YRS	6 8-12YRS	7 12-15YRS	8 15-20YRS	9 20-25YRS	10 25+ YRS
16A AIRPORT MW I and AIRPORT FACILITIES TECHNICIAN ASSISTANT I										
Wkly	\$1,092.00	\$1,116.40	\$1,140.80	\$1,170.80	\$1,199.60	\$1,226.80	\$1,264.40	\$1,302.00	\$1,341.20	\$1,381.60
Hrly	\$27.30	\$27.91	\$28.52	\$29.27	\$29.99	\$30.67	\$31.61	\$32.55	\$33.53	\$34.54
18A AIRPORT FACILITIES TECHNICIAN ASSISTANT II										
Wkly	\$1,135.20	\$1,156.40	\$1,184.80	\$1,216.00	\$1,246.40	\$1,276.80	\$1,314.80	\$1,354.80	\$1,395.60	\$1,437.60
Hrly	\$28.38	\$28.91	\$29.62	\$30.40	\$31.16	\$31.92	\$32.87	\$33.87	\$34.89	\$35.94
19A AIRPORT MW II										
Wkly	\$1,195.20	\$1,220.40	\$1,250.40	\$1,280.40	\$1,314.40	\$1,345.60	\$1,386.80	\$1,428.40	\$1,471.20	\$1,515.20
Hrly	\$29.88	\$30.51	\$31.26	\$32.01	\$32.86	\$33.64	\$34.67	\$35.71	\$36.78	\$37.88
19MA AIRPORT FACILITIES TECHNICIAN										
Wkly	\$1,415.20	\$1,474.80	\$1,504.00	\$1,547.60	\$1,594.40	\$1,642.80	\$1,704.40	\$1,754.80	\$1,807.20	\$1,861.20
Hrly	\$35.38	\$36.87	\$37.60	\$38.69	\$39.86	\$41.07	\$42.61	\$43.87	\$45.18	\$46.53
20MA AIRPORT AIRFIELD ELECTRICIAN										
Wkly	\$1,457.60	\$1,518.80	\$1,550.00	\$1,594.00	\$1,642.40	\$1,692.00	\$1,742.00	\$1,794.40	\$1,848.80	\$1,904.00
Hrly	\$36.44	\$37.97	\$38.75	\$39.85	\$41.06	\$42.30	\$43.55	\$44.86	\$46.22	\$47.60

Effective October 2, 2017, the following stipends were built into the pay plan and were eliminated from the contract: pants, boots, miscellaneous clothing, meal allowances, winter plowing and the market rate stipends (only shift differentials remain).

Eliminate C-1

APPENDIX C-1

UNION INTENT STATEMENT

It is the intent of the collective bargaining units of AFSCME Locals 481 and 1373 to incorporate into the collective bargaining agreements a fair and objective performance appraisal process which will be used to evaluate our members on a yearly basis.

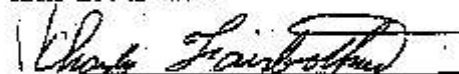
Our goal is to create a performance review tool which is effective in reviewing an employee's job performance in many fair and objective categories while minimizing subjective or critical assessments of their abilities.

The annual performance evaluation should be a positive and constructive experience which recognizes performance that fulfills or exceeds job requirements and also develops a plan to correct or modify performance that needs improvement.

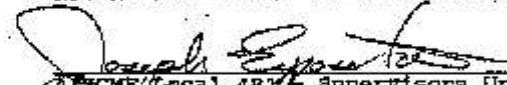
Locals 481 and 1373 urge you to participate in the performance appraisal process in a jointly cooperative manner that enhances job satisfaction and promotes customer service.


Chris Beal
AFSCME Local 1373

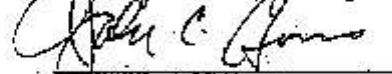
1-17-96
Date


Chris Lindstrom
AFSCME Local 481 - Labor and Trades Unit

1-17-96
Date


Joseph E. Spence
AFSCME Local 481 - Supervisors Unit

1-17-1996
Date


John C. Jones
AFSCME Council 93

1-17-96
Date

APPENDIX C-2

PERFORMANCE APPRAISAL PROCESS

- ~~1. At the time of hire, each employee receives the following information and documents:
 - ~~City mission statement~~
 - ~~Division and department mission statement~~
 - ~~Job description~~
 - ~~Department/division work rules, policies and procedures~~
 - ~~List of department/division performance expectations not covered by the above documents~~
 - ~~Performance appraisal form and intent statement~~
~~These materials are discussed with the employee and the employee signs off that s/he has received the documents and understands the information. The employee receives a copy of the sign off sheet and a copy is forwarded to Human Resources for the employee's personnel file.~~~~
- ~~2. Each employee receives a three (3) and six (6) month appraisal during their first six months of employment. Within the first six (6) months the manager must decide if they are recommending that this employee be retained on a permanent basis. At the six (6) month appraisal, goals and objectives are jointly developed for the next six (6) month period in preparation for the annual appraisal.~~
- ~~3. Each employee receives an annual appraisal twelve (12) months from date of hire and subsequent annual appraisals on the anniversary date. When employees change classifications, their performance appraisal anniversary date changes to reflect time in their current position. All appraisals should be completed within thirty (30) days of the anniversary date. They should be done as close to the anniversary date as possible.~~
 - ~~A. The employee is given the option of submitting a self-appraisal to their supervisor prior to the supervisor rating the employee's performance. The supervisor and employee may decide to exchange forms at the appraisal discussion instead of the employee submitting their form first.~~
~~The supervisor will then complete the appraisal form and provide the employee with a copy. In the categories that the supervisor rates the employee's performance at either the high or low end of the scale, s/he must support the rating with examples in the comment section for that category. Supervisors are encouraged to provide examples in all categories; employees are encouraged to do the same on the self-appraisal.~~

~~In order to make the appraisal as complete and objective as possible, the supervisor may solicit input from others prior to completing the appraisal, including input from the manager who will review the complete appraisal and other persons who have supervised the employee during the rating period. If input is solicited from persons other than the rater and reviewer, they should be noted on the appraisal form and also the period of time they provided supervision to the employee.~~
 - ~~B. The performance appraisal discussion will be held in a location where there will be no interruptions and at a time that is convenient for both parties. It is recommended that an hour be allotted for each performance appraisal discussion. The full hour may not be needed for every performance appraisal, depending on the amount of discussion needed to fully cover all performance categories. It is preferable to allot more time than is necessary and end early than to run out of time and need to either rush or reschedule the discussion.~~

~~C. The appraisal is a summary of the previous year's performance and should reflect the full twelve months. It should include both what the employee has done well and the areas that are in need of improvement. The comment lines~~

~~D. below each category are to be used to further explain the rating or to provide examples that support the rating. The information provided in the appraisal should not be new to the employee; feedback should be given throughout the year and documented by the supervisor in a personnel file for future reference.~~

~~E. Personal goals and objectives are then jointly developed for the next rating period. The employee's personal goals and objectives should reflect the employee's role or contribution towards achievement of the group goals. Their goals should build on areas of strength and address issues of personal growth that will enhance their ability to make significant contributions to the work team, the division and the department. There should be a thorough discussion about what support the employee needs in order to accomplish these goals and objectives.~~

~~F. The employee may add comments to the appraisal form if they disagree with the appraisal or portions thereof.~~

~~4. The completed appraisal form is submitted to the Reviewer for their signature and comments and then to the appropriate Division or Department Head or designee for signature and review. The appraisal is returned to the employee for their final sign-off and then it is forwarded to Human Resources. The employee will be offered a copy of the appraisal.~~

~~At the employee's request, the self-appraisal completed by the employee will be attached to the appraisal completed by the rater (which is the official appraisal) when it is submitted to Human Resources for placement in the employee's personnel file.~~

~~5. It is recommended that the employee and supervisor meet mid-year for a progress check on their jointly developed goals and objectives. A mid-year check is required if, in the supervisor's opinion, the employee's performance is deficient in any of the categories. This discussion will be documented. The supervisor and employee may also need to meet if the employee's goals need to be revised. Changes in work team goals, unanticipated needs that arise, or noticeable changes in the employee's performance may make this appropriate. At any time, the employee may request to meet with their supervisor to discuss their goals and objectives. Employees are encouraged to monitor their own performance and to initiate discussions with their supervisor during the rating period if they have questions or concerns about their progress.~~

~~6. When a supervisor leaves City employment, they will provide the employee with a written assessment of the employee's performance using the performance appraisal form. This appraisal will be placed in the employee's personnel file along with any comments the employee wishes to make. Each Department is responsible for ensuring that this occurs prior to the supervisor's departure.~~

APPENDIX C-3
AFSCME Units Annual Performance Appraisal
Six Month — Annual

~~The City and Union jointly encourage all employees to self-evaluate. A copy of this form will be provided to the employee for their self evaluation.~~

Name:

Distribution:

~~Job Title:~~

Appointment Date:

Rating Period:

Union Affiliation:

Rater:

Please check the statement(s) in each category that best describe(s) employee performance during the rating period.

~~1. Job Knowledge: Knowledge of procedures and processes required to do the job.~~

____ Supervisor _____ Employee

a. Has mastered all duties and/or skills and is creative in their approach to doing the job.

b. Is competent in dealing with difficult or complex issues, and understands all phases of their job.

c. Demonstrates adequate knowledge of routine aspects of job.

d. Barely satisfactory knowledge of routine aspects of job.

e. Lack of knowledge affects productivity.

Comments: _____

Category Rating: _____ Exceeds Requirements _____ Fulfills Requirements _____ Needs Improvement

~~2. Quantity of Work: Attention to work process, workload, timeliness and deadlines.~~

____ Supervisor _____ Employee

a. Industrious, does more than is required without compromising time management or quality.

b. Always completes acceptable amount of work.

c. Usually completes an acceptable amount of work.

d. Not completing acceptable amount of work.

Comments: _____

Category Rating: _____ Exceeds Requirements _____ Fulfills Requirements _____ Needs Improvement

Supervisor

Employee

a. Able to anticipate events and organize work effectively in unusual or emergency situations.

b. Highly efficient and organized; plans ahead; strong overall sense of work priorities.

c. Efficient, plans work and utilizes time properly, realizes work priorities.

d. Occasional tendency to put work off, work backs up.

e. Little inclination for devising better means of managing time, poor organizer.

Comments: _____

Category Rating: ☐ Exceeds Requirements ☐ Fulfills Requirements ☐ Needs Improvement

7. Internal Communication: The degree to which the employee engages in and takes responsibility for two-way communication with co-workers, supervisors, and subordinates.

Supervisor

Employee

a. Consistently demonstrates the ability to listen effectively, clarifying statements of others as necessary —
— and articulates thoughts clearly and appropriately.

b. Demonstrates ability to listen and process information effectively and accurately.

c. Has difficulty listening, does not always transfer accurate information effectively, and does not always
— articulate thoughts clearly and appropriately.

d. Does not listen or articulate thoughts clearly and appropriately; may perpetuate misinformation.

Comments: _____

Category Rating: ☐ Exceeds Requirements ☐ Fulfills Requirements ☐ Needs Improvement

APPENDIX C 3 (cont'd)

Performance Review — Page 3

8. Personal and Job Growth: The degree to which the employee seeks to expand professionally.

_____ Supervisor _____ Employee

- a. Actively pursues opportunities for growth and development.
- b. Seeks out feedback and makes extra effort to improve, regularly accepts and takes advantage of
— opportunities for growth and development.
- c. Accepts performance feedback; makes effort to change and sustains that effort; attends mandatory
— training as required.
- d. Has difficulty accepting performance feedback and expresses little interest in training opportunities;
— requires prompting to sign up for required training.
- e. Ignores performance feedback; consistently refuses offers for skills training or professional
— development; does not sign up for required training.

Comments: _____

Category Rating: _____ Exceeds Requirements _____ Fulfills Requirements _____ Needs Improvement

9. Customer Service: The degree to which the employee views customers as partners and facilitates access to services, without regard to individual differences.

_____ Supervisor _____ Employee

- a. May identify customer service trends and applies creative thinking to improve all aspects of customer
— service while providing high quality service to all customers.
- b. Solicits feedback from all customers and communicates this information to appropriate staff.
- c. Exhibits commitment to fulfilling our obligation to serve all customers.
- d. Exhibits limited commitment to the need to incorporate customer service concepts into routine.
- e. Exhibits no commitment to the need to incorporate customer service concepts into practice.

Comments: _____

Category Rating: _____ Exceeds Requirements _____ Fulfills Requirements _____ Needs Improvement

10. Contribution to Team Effort: The degree to which an employee contributes to a positive work environment through respectfulness, creativity, cooperation and teamwork.

_____ Supervisor _____ Employee

- a. Demonstrates positive team leadership ability; seeks opportunities to work with all persons.
- b. Consistently makes positive contributions to team effort; reaches out to all team members and
— includes them in work efforts and team activities.
- c. Makes an overall positive contribution to team effort; makes effort to include all team members in
— work efforts and team activities.
- d. Makes minimal contributions to team effort; may exclude some team members from work efforts
— or team activities.

e. Undermines team effort; excludes some team members from work efforts or team activities.

Comments:

Category Rating: ☐ Exceeds Requirements ☐ Fulfills Requirements ☐ Needs Improvement

11. Safety: The degree to which the employee contributes to work place safety.

..... Supervisor Employee

a. Actively contributes to departmental safety efforts.

b. Identifies unsafe working conditions and notifies appropriate personnel.

c. Uses good judgment and follows safety guidelines.

d. Occasionally neglects safety guidelines.

e. Engages in unsafe behaviors; disregards safety guidelines.

Comments:

APPENDIX C 3 (cont'd)

Performance Review — Page 4

Category Rating: ☐ Exceeds Requirements ☐ Fulfills Requirements ☐ Needs Improvement

12. Use of City Resources: The degree to which the employee maintains City equipment and materials.

..... Supervisor Employee

a. Exhibits a superior use and care of City resources.

b. Exhibits strong commitment to maintenance and conservation of City resources.

c. Pays adequate attention to maintenance and conservation of City equipment and resources.

d. Makes minimal effort towards maintenance of City equipment and resources.

e. Does not pay attention to maintenance of City equipment and resources.

Comments:

Category Rating: ☐ Exceeds Requirements ☐ Fulfills Requirements ☐ Needs Improvement

13. Attendance: The degree to which the employee is at work and on time.

..... Supervisor Employee

a. Absences or tardiness are rare.

b. Absences and tardiness are within acceptable range as defined by Department policy; or the City
 — average if there is no Department policy. Absences may exceed City average if there was an isolated
 — extended period of sickness.

c. Absences or tardiness exceed acceptable standard; a chronic pattern of absenteeism may exist.

d. Is often absent or late; chronic pattern of absenteeism exists.

Comments:
.....

Category Rating: ☐ Exceeds Requirements ☐ Fulfills Requirements ☐ Needs Improvement

Fill out the next section (14) only on employees with supervisory responsibilities.

~~14. Supervisory Responsibilities: The degree to which the employee has developed effective leadership abilities and provides effective leadership to their team without regard to individual differences.~~

..... Supervisor ☐ Employee ☐

a. Supervisor has developed a high performing team and most decisions are made by the team;
—supervisor encourages creativity and initiative among all team members.

b. Supervisor has delegated some decision making to team and regularly provides team development
—opportunities; demonstrates effective leadership and conflict resolution skills.

c. Supervisor is an effective team leader to all team members; seeks to motivate all employees to apply
—themselves to their work; demonstrates basic conflict resolution skills.

d. Supervisor does not provide work team with leadership necessary to be an effective team;
—employee motivation and conflict resolution skills are below average.

Comments:
.....

Category Rating: ☐ Exceeds Requirements ☐ Fulfills Requirements ☐ Needs Improvement

Overall Summary of Performance and Accomplishments in the last rating period:

APPENDIX C-3 (cont'd)

Performance Review — Page 5

Goals and Areas of Job Growth for the next rating period.

List goals as discussed between supervisor and employee. Describe how they will be achieved.

Employee Comments

Did you choose to self-evaluate? **Yes No**

How can your supervisor/employer **support** you in your growth?

What type of training or work opportunity is needed for successful completion of your goals?

After reviewing this evaluation I choose to take the following action:

☐ I am in agreement with this performance appraisal; no action is needed.

☐ I am not in full agreement of my evaluation, discussions with my rater have failed to satisfy me but I elect to take no action.

☐ I choose to meet with my Department personnel to attempt to resolve my concerns. I am not waiving my rights to file a grievance in accordance with my Union contract if this meeting does not meet my needs. My Union Steward is allowed to attend if I so choose.

☐ I disagree with my evaluation and wish to have a meeting with the Director of Human Resources, but am not waiving my rights to file a grievance.

☐ I disagree with my evaluation and intend to follow the grievance procedures as outlined in the Union contract.

Rater and Reviewer Authorization

Rater Signature _____ Date _____

Reviewer Comments: _____

Reviewer Signature _____ Date _____

Signature of Department Head/Division Head _____ Date _____
(if other than reviewer) _____

Employee Confirmation

Comments:

Final signature: I have reviewed this evaluation, Rater and Reviewer comments, and my signature signifies that I am aware of its contents.

Employee Signature _____ Date _____

APPENDIX C-4

PERFORMANCE IMPROVEMENT PROGRAM

Improvement is necessary in the following areas, and will be reviewed in six weeks with the employee:

Performance Factors	Improvement Needed
1. Job Knowledge	
2. Quantity of Work	
3. Quality of Work	
4. Judgment and Decision Making	
5. Effort/Initiative	
6. Planning and Organization	
7. Internal Communication	
8. Personal and Job Growth	

APPENDIX C 4 (cont'd)

9.

Customer Service

10.

Contribution to Team Effort

11.

Safety

12.

Use of City Resources

13.

Attendance

14.

Supervisory Skills

(if applicable)

Employee Comments:

Rater Comments:

Employee Signature

Date

Rater Signature

Date

Reviewer Signature

Date

Dept/Division Head Signature

Date

APPENDIX D

LABOR AND TRADES

JOB FAMILIES

1. Mechanical Services

Autobody Repair Worker

Auto Technician II

Auto Technician I

Parts Specialist

2. Maintenance Operations

Recreation Facilities Technician

Athletic Facilities Steward

Maintenance Worker III/Parks Facilities Assistant/PDD Steward/**WR Technician III**

Maintenance Worker II/**WR Technician II/WR Technician I**

Maintenance Worker I

Maintenance Worker

Laborer

Horticulturist

Park Maintainer

Playground Technician

3. Support Staff

Building Maintenance/Custodial Worker

Floating Custodial Worker

Custodial Worker

4. Welding Services

Welder Machinist II

Welder Machinist I

5. Electrical Services

Airport Airfield Electrician/Facilities Master Electrician/

Systems and Lighting Technician/Airport Facilities Technician (Electrical)

Master Electrician

Airport Facilities Technician Assistant II (Electrical)/Facilities Electrician

Journeyman Electrician/Airport Facilities Technician Assistant (Electrical)

6. Airport Facilities

Airport Facilities Technician (HVAC)

Airport Facilities Technician Assistant II (HVAC)

Airport Facilities Technician Assistant I (HVAC)

Appendix D (cont'd)

7. Airport Operations

Airport Maintenance Worker II
Airport maintenance Worker I
Airport Airfield Electrician

8. Forestry Operations

Arborist III
Arborist II
Arborist I

9. Facilities Management

Facilities Master Plumber
HVAC Technician II
HVAC Technician I
Trades Worker III
Trades Worker II
Facilities Plumber
Trades Worker I
Public Buildings & Waterfront Facilities Technician

10. Positions Not Grouped

Assistant Dispatcher
Traffic Signal Repair Worker
Traffic Sign Computer Operator
Water Resources Senior Technician

APPENDIX E-1

City of Portland Transitional Work Policy

It is the policy of the City of Portland to provide suitable return-to-work/transitional work opportunities for employees who have a work capacity, following a work-related injury or illness. These transitional work assignments are designed to enable the employee to return to work in a productive capacity, focusing on ~~his or her~~their abilities to work within the restrictions or limitations prescribed by the medical practitioner.

Transitional Work assignments and job restrictions are coordinated by the employee's supervisor, departmental Workers' Compensation Liaison and the Workers' Compensation and Safety Manager. Assignments are temporary in accordance with labor contracts and Workers' Compensation Law.

Each assignment requires active participation of all parties to ensure that the employee's abilities are properly matched with job requirements, thereby avoiding any further injury. Every effort is made to find work similar to the employee's pre-injury assignment but may on occasion require working in another department. The return-to-work program's ultimate priority is to have the employee return to their regular assignment in a safe and timely manner.

Any employee working a transitional work assignment or with restrictions must communicate frequently with their supervisor, Workers' Compensation liaison, and the Workers' Compensation and Safety Manager regarding worsening or improvement of their condition or changes in the prescribed restrictions.

Excerpted from July 12, 2004 revision of City's Risk Manual, Section III – Work Related Injuries and Reporting

APPENDIX E-2

TRANSITIONAL WORK AGREEMENT

The Employee and Employer hereby enter into this agreement for a period of Transitional Work as follows:

- 1) The date upon which the Employee sustained an injury is _____, 20____.
- 2) Pursuant to the City of Portland's Transitional Work Program, the Employee will return to work in a Transitional Work assignment on _____, 20____.
- 3) Attached is a copy of the Transitional Work Program of the City of Portland which the Employee has read and understood.
- 4) The parties agree that the term of this Transitional Work Assignment shall be 90 days from the return to work date above to _____, 20____.

Dated this ____ day of _____, 20____.

Employee

City of Portland

APPENDIX F

MEMORANDUM OF AGREEMENT

The purpose of this agreement is to confirm the understanding of the parties concerning the use of workfare clients.

1. Workfare clients will be used for projects or seasonal work. However, to preserve as many unit positions as possible and to allow the City maximum flexibility, workfare clients may be given assignments listed on Attachment A. Individual exceptions may be made by the Union signatories. Social Services will coordinate assignment of workfare clients with departmental needs in accordance with this intent. Should a question arise concerning the assignment of workfare clients, the City will meet with the Union promptly to discuss and resolve the question.
2. Whenever Workfare clients are assigned to work with regular City employees, such assignments will be of a laboring or entry-level clerical nature and will not include the use of equipment that is not normally used by such entry-level employees.
3. Workfare clients will be allowed to operate hand mowers, string trimmers and similar equipment, but will not be allowed to operate other motorized equipment.
4. Workfare clients will be allowed to work in the place of temporary and seasonal employees provided that the above-outlined qualifications apply.
5. Direct supervision of workfare clients will be provided by regular City employees. Any Labor and Trades employee supervising workfare clients will be compensated at their regular rate, or, if supervising four or more at grade 18.
6. Workfare clients will be provided with a workfare orientation by Social Services with reinforcement provided by City staff. Appropriate job site training will be provided by City staff.
7. Social Services will provide workfare clients with necessary work clothing such as work boots, gloves.
8. City employees and workfare clients will treat each other with respect.
9. Social Services will monitor workfare assignments, client performance, training needs, and supervision through job site visits as needed.
10. The parties agree to meet when requested to do so.

APPENDIX F (cont'd)

This agreement shall continue until terminated by either party. The terminating party shall give at least 30 days' notice of its intent to terminate. Changes may be made by mutual agreement of both parties at any time.

APPENDIX F (cont'd)

ATTACHMENT A

City Workfare Locations and Example Assignments

Parks and Open Spaces Division:

Parks, Cemeteries and Open Spaces – Litter patrol, raking, weeding, trimming, mowing, seeding, planting flowers

Golf Course – Litter patrol, raking, mowing

Health and Human Services Department:

Barron Center – Grounds work and custodial related projects, including building maintenance.

Social Services – ~~Oxford Street Shelter~~ Homeless Services Center, 166 Riverside Shelter and Family Shelter - custodial and building maintenance, light clerical tasks such as filing, photocopying, etc.

~~Parks,~~ Recreation and Facilities ~~Management~~ Department:

Public Buildings Division – Custodial and building maintenance

Public Services Department:

Streets and ~~Utilities-Sidewalks~~ Division – Patching, hand sweeping, reclamation site inventory and sorting, litter patrol

Central Services Division – Cleaning equipment, custodial services

Engineering Division:

Traffic Section – Painting, sign pole straightening

Engineering Section - filing, data entry

Police Department – Litter patrol, cruiser cleaning, custodial services, building maintenance

~~Aviation and Transportation Department~~ Jetport:

~~Maine State Pier, Fish Pier, International Ferry Terminal,~~ Jetport – Litter patrol, sweeping, hand painting, weeding, separating fish net

APPENDIX G

BARRON CENTER SIDE AGREEMENT

The City of Portland and AFSCME Local 481-00 in an attempt to institute a sick leave usage incentive program have mutually agreed to the following program at the Barron Center:

1. Notwithstanding Article 24 - SICK LEAVE and Article 17 VACATION, effective January 1, 1987 and continuing, the AFSCME Labor and Trades bargaining unit members located at the Barron Center shall be participating in the City's sick leave incentive plan.
2. Sick leave shall accrue at the rate of .92 hours per week with unlimited accumulation. The weekly earnings rate shall be adjusted in the final week of the calendar year in accordance with the annual accrual amount of 48 hours. The year-end adjustment for employees who have not been employed for a full calendar year will be based on a pro-ration of the annual amount.
3. Vacations shall accrue according to the following schedule:
 - 0 - 3 years - 1 week - .77 hours per week
 - 3+ - 5 years - 2 weeks - 1.54 hours per week
 - 5+- 9 years - 3 weeks - 2.31 hours per week
 - 9 + years - 4 weeks - 3.08 hours per week

~~The weekly earnings rate shall be adjusted in the final week of the calendar year in accordance with annual accrual amounts of 40 hours, 80 hours, 120 hours and 160 hours. The year-end adjustment for employees who have not been employed for the full calendar year will be based on a pro-ration of these annual amounts.~~

4. The provisions of the collective bargaining agreement pertaining to unused sick leave upon retirement shall be prorated consistent with the terms of this side letter.
5. The provision for conversion of sick leave to vacation in Article 24.3 is modified as follows: a Barron Center employee is eligible for conversion if ~~(s)he~~they uses the equivalent of one or fewer sick days within a twelve (12) consecutive month period.

APPENDIX H WINTER PERIOD DEPARTMENTAL PROCEDURES

General procedures that apply to all departments are outlined in Article 14.11. Additional procedures that are specific to individual departments are outlined below.

Public Works

1. The winter period shall begin the first full week in November and end on the Saturday of the last full week in April. Winter shift assignments will begin on the Sunday following Thanksgiving.
2. Employees will work either a Monday through Friday eight (8) hour schedule, or a weekend schedule of three thirteen (13) hour days. The Department will determine the number of employees on each shift no later than September 1 each year.
3. Employees shall remain available and able to be reached by telephone during periods of imminent weather. These employees shall submit only one telephone number to the Communications Center which shall be the number used for this purpose.
4. The Department maintains an overtime log book in the Communications Center. Employees interested in volunteering for overtime that may occur during the upcoming week may sign up on any day of the week. If additional employees are needed for a shift or operation, the volunteers will be called in the order they appear on the winter overtime list. If there are not enough volunteers to meet the department's need, employees who did not volunteer will be called in from the overtime list.
 - A. Any volunteer who does not accept the overtime, or is not available, will be referred to management for review.
 - B. If there are not enough volunteers to meet the department's need and the employees who did not volunteer are called in, these employees will be considered to have been "forced in" because all overtime during the winter period continues to be mandatory.
 - C. Because the voluntary component of these procedures impacts the City's ability to equalize overtime, the Union agrees that equalization of overtime grievances will not be filed providing that the procedures outlined above are followed.
5. Solid Waste personnel will not be expected to assist with the plowing effort on a scheduled work day during their shift unless trash and recycling pickup is cancelled. If Solid Waste personnel are required to work overtime during the winter period, they will be guaranteed eight (8) hours off between shifts unless volunteering to stay on until trash/recycling is finished.

APPENDIX H (cont'd)

6. Employees will not be required to operate winter related equipment for more than sixteen (16) consecutive hours unless on a volunteer basis up to twenty (20) hours.
7. When employees request a winter vacation, they will designate whether or not they will be available during the Sunday through Saturday period of the vacation. Employees who indicate they will be available will not receive vacation call-in pay if they respond to calls during their normal working hours, including weekend periods, and they are not eligible for vacation call-in pay outside of these hours. They will be given option of taking vacation pay, in addition to overtime, or they may reschedule vacation time and not receive vacation pay. Employees who indicate they are not available are eligible for vacation call-in pay if they are called during the 24-hour period (midnight to midnight) of the vacation day. Normally, employees will not be called while on scheduled vacation; however, if an employee is called while on scheduled vacation, they will notify the Dispatcher that they are on scheduled vacation.
8. Three (3) employees for first shift and one (1) employee per shift for second, third and weekend day shifts will be allowed to be on vacation during the winter period. Vacation requests that are being requested for the first full week in November thru the last full week in April must be submitted in writing to the Winter Manager, or designee, during the month of September and will be processed after the winter shift schedule is finalized. Employees will be informed by October 15 if their vacation request has been approved or denied. The winter period vacations will be scheduled in accordance with a "pick" procedure. On the first "pick" employees who submitted a vacation request in September for the upcoming winter period will be granted time by seniority for one period of consecutive days off (up to a two week maximum). After all employees have had their first "pick" a second pick will be done in order of seniority for open slots on the schedule. This procedure will continue until the winter vacation schedule has been filled or all employee requests have been processed, whichever occurs first. Employees who do not submit a vacation request prior to October 1st may schedule vacation time on a first come-first served basis after the schedule as described above is finalized. The Winter Manager, or designee, may at any time grant more vacations than described above that allow additional vacations on an "available" basis, meaning the employee can be off on vacation but may be called in if there is a winter event. Employees who are allowed to be off on vacation on an "available" basis will not receive vacation callback pay.
9. Public Works Director or designee evaluates hardships based on an annual basis, not a seasonal basis. The hardship period begins on the last Sunday in November and continues through the last Saturday in November of the following year. Hardship requests that develop during the year (following the submission date of September 1) may be submitted at the time they become known to the employee.

APPENDIX H (cont'd)

10. The following employees shall be exempted from winter shifts:

Traffic Computer Sign Operator
Solid Waste
Portland Downtown District
Systems and Lighting Technicians
Water Resources
Islands
Fleet services (shifts applicable to Fleet functions only)
~~Assistant Dispatcher~~
Traffic Signal Repair Worker

11. During a winter plowing event, unless otherwise specified herein, employees will be assigned to street sanding/salting, plowing and all other Departmental snow removal operations. The on-call primary responder for the Water Resources Division and the Traffic Division shall be exempt from winter operations for the period they are on-call unless they voluntarily sign the overtime book or a state of emergency is declared by the City Manager or their designee.
12. During the winter period, overtime that is unrelated to winter may be necessary if the work cannot be done during regular hours. If this is the case, the overtime will be scheduled by section first and then by the overtime log book. The employee signing the overtime log book must be qualified to do the work. Employees looking to work the overtime by section will still be required to sign the overtime log book.
13. If needed, up to three (3) employees per storm from the Public Buildings Division will be provided during the winter period. If needed, employees from Cemeteries, Forestry, Horticulture and Athletic Facilities Division will be utilized to assist the Department of Public Works with plowing and other winter operational functions.
- A. Other department personnel who assist Public Works with plowing may participate in Public Works voluntary sign-up procedure described in #4 of the Public Works section of Appendix H. Other department personnel will only be offered overtime after all Public Works volunteers on the list have been contacted. There will be no effort to equalize distribution of overtime to other department volunteers.

~~APPENDIX J~~

~~JETPORT PROCEDURES~~

~~I. — Winter Work Rules~~

~~The ability of the Aviation and Transportation Department to carry out vital City operations during the winter depends on the faithful observance of these RULES by employees involved in winter operations.~~

~~A. — Overtime is not voluntary between November 15 and April 15. No employee shall fail or refuse to report for overtime work when directed to report for overtime work at any time during the period of November 15 through April 15. (Or during periods of imminent danger to the health, safety, and property of Portland citizens.)~~

~~B. — Employees shall be available to be called for overtime work during the period of November 15 through April 15 at all of the following times:~~

~~1. — When directed to be available.~~

~~2. — When weather forecasts predict snow, icing, high winds and/or tides, heavy rains, possible refreezing, etc. Each employee is responsible for checking forecasts posted near their time clock.~~

~~3. — During Winter Precipitation at the Jetport all employees will be kept as informed as possible as to the likelihood of call in to minimize disruptions of their off time. However some situations occur unforeseen.~~

~~C. — The employee must keep telephone lines reasonably open and available for calls. Employees shall provide the department with their home telephone number. They may provide another telephone number for winter calls. If they provide a second telephone number they will inform the Department management which is the primary number and which is the secondary number.~~

~~D. — The employee must be able to be reached in a manner acceptable to the Department. The employee will be responsible for notifying the Department of how it can contact the employee.~~

~~E. — City furnished telephone pagers offer the employee the ability to move about normally during the winter months with the condition of reasonable availability. Use of these pagers is recommended when furnished. Maintenance employees who elect not to accept a City furnished pager and who choose to use a cell phone as their primary number for the winter period may request and receive a dollar amount equivalent to what the City would have spent for the pager.~~

APPENDIX J (cont'd)

F. — An employee may request to be excused from the requirements of being available for overtime work as stated in Rule 2. A request to be excused will be permitted only if received no later than noon the day before, except in special cases. These requests will not be granted automatically but will depend upon the needs of the Department.

G. — Snow removal vehicle assignments will be made storm by storm by the Director of Operations or Designee. Maintenance Workers may be asked to operate a variety of pieces of equipment, depending on the needs of the Department at any particular time.

H. — The department will address absences on a case-by-case basis and may take whatever action it deems necessary.

I. — Any employee who is unable to report for snow plowing because of illness should contact the Department immediately and make this known to the individual in charge. The Department reserves the right to require medical certificates.

J. — Guidelines for Taking Breaks

1. — Drivers should take a ten-minute stretch break at least every two hours.

2. — Drivers should take regular meal breaks at convenient times.

3. — After approximately 12 hours of work, drivers should take a thirty (30) minute break for a meal or rest stop.

4. — A work limit of 16 continuous hours should be followed unless the driver and Supervisor agree that unusual conditions require the hours to be extended. The final decision as to driving longer than 16 hours will be made by the Airport Operations Manager or their designee.

5. — Drivers should take a break from plowing duties whenever they feel they are too tired to drive safely on the airfield.

6. — A fine balance must be maintained between keeping our properties safe and employee off time/breaks. At times, a somewhat extended "PUSH" followed by a longer rest break may need to be employed—safety being the controlling factor.

L. — The following procedure will be used at the Jetport for scheduling winter operations:

APPENDIX J (cont'd)

1. — Employees will submit vacation requests for the upcoming winter period on the first three (3) business days following September 15. All requests submitted during this time period will be reviewed on the following business day and will be treated as if they were received on

~~the same date. Only one person may be on vacation at a time and seniority will determine who receives the vacation if more than one person has requested the same time off except that employees requesting a full week off will receive priority over more senior employees requesting a single day off.~~

~~2. The winter vacation schedule will be posted on a board and will be kept up to date by Department management. It is the responsibility of the employee going on vacation to check the board to find out if s/he will be on call on their regular days off following the vacation period.~~

~~3. Vacation requests received after the time frame outlined in paragraph 1 will be posted by the Airport Operations Manager. They will be approved for open slots on the schedule (for days that no one is on scheduled vacation).~~

~~4. Once a vacation request has been approved in accordance with these guidelines, it will not be canceled due to shortage of staff (vacant positions), sick leave usage within the department or because a more senior person wants the same time off. If necessary, the Department reserves the right to utilize contract personnel during these periods.~~

~~5. If the vacation starts immediately after an employee's regular days off, the employee will not be on call on those regular days off. The employee may also request not to be on call on their regular days off following the vacation period. If another employee is not on scheduled vacation the following week, the employee will not be on call on their days off following the vacation period; if another employee is on vacation the following week, the employee will go back on call for their regular days off following their vacation period.~~

~~A similar procedure will be utilized for the non-winter period with requests being submitted by February 15 for the April 15 – November 15 time period.~~

~~The number of employees who will be allowed off at the same time will be determined by the Airport Operations Manager based on staffing needs.~~

APPENDIX J (cont'd)

II. List of Approved Tools

~~Listed below are the tools that will be provided to employees hired by the Jetport (new hires or transfers) on or after July 1, 1996.~~

A. Hand Tools

- 1 — Leather tool apron
- 1 — Canvas tool tote
- 1 — Pair safety glasses
- 1 — Pair hearing protectors
- 1 — SAE metric socket wrench set (= Craftsman #33623 or equivalent)
- 1 — 3/8" to 7/8" open end box ratchet wrench set
- 1 — 6" adjustable wrench
- 1 — 8" adjustable wrench
- 1 — 10" adjustable wrench
- 1 — utility knife
- 1 — torpedo level
- 1 — 24' carpenter level
- 1 — line level
- 1 — "wiggy" electrical tester
- 1 — wall outlet tester
- 1 — hot stick tester
- 1 — 4 in one screwdriver
- 1 — nail hammer
- 1 — ball peen hammer
- 1 — 6" taping knife
- 1 — 10" taping knife
- 1 — electrical crimper/stripper
- 1 — drywall saw
- 1 — 5 in one paint tool
- 1 — 14" mud trowel
- 1 — quick square
- 1 — 6" combo square
- 1 — 8" linesman's plier
- 1 — 6" pliers
- 1 — 8" needle nose pliers
- 1 — 8" diagonal cutting pliers
- 1 — multi-sized notched trowel
- 1 — cement finishing trowel
- 1 — 12" channel lock pliers

APPENDIX J (cont'd)

- 1 — razor scraper
- 1 — 2" putty knife
- 1 — chalk line
- 1 — 6" vise grips
- 1 — 10" vise grips
- 1 — needle nose vise grips
- 1 — nut driver set (5/32" to 9/16")
- 1 — 30' tape measure

1 — file set
 1 — pipe cutter #10 Rigid
 1 — pipe cutter #20 Rigid
 1 — straight pair of aviation snips
 1 — wire stripper
 1 — fuse puller (large)
 1 — pipe wrench 8"
 1 — 10" pipe wrench
 1 — punch set (nail and drift)
 1 — set wood chisels
 1 — set cold chisels
 1 — "T" allen wrench set
 1 — pocket allen wrench
 1 — speed wrench 1/2" drive
 1 — hacksaw
 1 — mini hack saw
 1 — mini mag light case
 1 — 3/8" drive ratchet extension set
 1 — 1/2" drive ratchet extension set
 1 — drill index
 1 — drill holster
 1 — dead blow hammer
 1 — screwdriver set
 1 — wire brush
 1 — wrecking bar
 1 — wonder bar
 1 — caulking gun
 1 — grease gun
 1 — pair 6 "C" clamps
 1 — rivet tool
 1 — 7 pc. 3/8" drive allen wrench set
 1 — 17 pc. metric combination wrench set
 1 — 8 pc. ratchet wrench set
 1 — 12 pc. 1/2" drive impact socket set

APPENDIX J (cont'd)

B. — Battery/Power Tools

1 — 3/8" drill — power
 1 — cordless drill/driver — battery
 circular saw — power
 sabre saw — power

C. — Other

- ~~1 paint brush assortment~~
- ~~1 wood bit set~~
- ~~1 lockout/tagout equipment~~
- ~~1 roller tray~~
- ~~1 9" paint roller~~
- ~~1 4" paint roller~~

APPENDIX K**~~Welding Career Ladder – MEMORANDUM OF UNDERSTANDING~~**

~~The City of Portland and AFSCME Local 481 have reached the following mutual understanding concerning the implementation of the career ladder program for Welders under the Labor and Trades Collective Bargaining Agreement:~~

- ~~1. The 3rd Class Welder Assistant position is an entry level position and the successful applicant must meet the hiring requirements of the City. The pay grade is 15 under the classification plan (Appendix B-1).~~
- ~~2. The 2nd Class Welder Machinist position is for new employees and/or any 3rd Class Welder Assistant who meets the following criteria:~~
 - ~~A. Has received a "Unlimited Thickness Plate" certification as issued by the American Welding Society, and~~
 - ~~B. Demonstrates the ability to read blueprints and perform shop mathematical calculations; and~~
 - ~~C. Possesses some knowledge of machinist and sheet metal trades, and~~
 - ~~D. Has at least three (3) years of experience in welding work of a journeyman level.~~
 - ~~E. Possesses a Class B License~~

~~Placement at pay grade 18 shall occur when the employee has provided written proof of receipt of the certification and license listed in A and E, has successfully completed an in-house proficiency exam comprised of B and C, and documents the experience requirement listed in D. This new pay rate shall occur on the next scheduled pay period or shall be retroactive to the first pay period after written documentation is provided to the City by the employee and authorized by the Fleet Manager.~~

- ~~3. The 1st Class Welder Machinist position is for new employees and/or any 2nd Class Welder Machinist who meets the following criteria:~~
 - ~~A. Has received a "Pipe Certification" as issued by the Maine Board of Boilers and Pressure Vessels and~~
 - ~~B. Possesses a State of Maine Class B driver's license, and~~
 - ~~C. Demonstrates proficiency in shop fabrication, field fabrication and rigging abilities, and~~
 - ~~D. Demonstrates thorough knowledge of machinist and sheet metal trades, and~~
 - ~~E. Demonstrates high level of skill in the use of shop tools and equipment, and~~
 - ~~F. Has at least five (5) years' experience in welding and machinist work above the journeyman level.~~

~~The pay grade for this position is 19. Placement at pay grade 19 shall occur when the~~

APPENDIX K (cont'd)

~~employee has provided written proof of receipt of the certification listed in A, the license required in B, has successfully completed an in-house proficiency exam comprised of C, D, and E, and documents the experience requirement listed in E. This new pay rate shall occur on the next scheduled pay period or shall be retroactive to the first pay period after written documentation is provided to the City by the employee and is authorized by the Fleet Manager.~~

- ~~4. Employees are responsible for annual re-certifications and re-licensure. Failure to maintain certifications and licensures shall result in loss of classification and pay status until such time as recertification or re-licensure is obtained. It shall be the employee's responsibility to inform the Fleet Manager of any change in status in certification or licensure. Failure to inform shall be grounds for discipline in accordance with the provisions of the Agreement.~~

APPENDIX L-1

FACILITIES MAINTENANCE WORKER I CAREER LADDER – (Pay Grade 16)

BARRON CENTER

Absolute:

~~Must have fulfilled the requirements of a Maintenance Worker and has been permanently classified as a Maintenance Worker for six (6) months.~~

Must pass a safety course approved by the City's Safety Officer

Primary (all Apply):

Box Truck Operator (Internal)

Front End-Loader Certification (internal)

Working knowledge of Nursing Home State and Federal Regulations (Internal Test >70%)

Ability to operate 4X4 pick-up with plow (internal)

Demonstrated ability to prioritize work tasks, work independently and make sound decisions (Internal)

Secondary: (Select Three)

Metal Stud Framing Certification (Internal/External)

Plumbers License or Apprentice/Journeyman level of training

Electrician's License or Apprentice/Helper level of training

Finish Carpentry (internal/external)

Drywall Repair Certification (Internal/External)

Plumbing Repair Certification (Internal)

Computer Proficiency in Microsoft Office Suite (Internal/External)

Building Fire Alarm Working Knowledge (Internal via Supervised Alarm Drills)

~~December 2008~~

APPENDIX L-1

FACILITIES MAINTENANCE WORKER II CAREER LADDER – (Pay Grade 18)

BARRON CENTER

Absolute:

- Fulfills the requirements of Maintenance Worker I and has been permanently classified as a Maintenance Worker I for a minimum nine (9) months
- Possesses physical strength and ability to perform the essential functions of the job
- Must pass 30-hour OSHA 1910 class approved by the City's Safety Officer

Primary (3 Required):

- Boiler Operator or 4th class stationary engineer (external)
- American Welding Society certification (external)
- Certified HVAC technician (internal or external)
- Successfully complete OSHA competent person course approved by City Safety Coordinator (internal or external)
- Finish and/or framing carpentry certification (internal or external)
- Finish painter certification (internal)

Optional (None required but 2 electives may replace maximum of 1 primary):

- Riggers certification (external)
- Certified Facilities Management course (external)
- Ability to read construction plans (internal)
- Tape/plaster/sheet rock certification (internal)
- Any relevant requirement approved by the employee's Department Head
- Vinyl, carpet and tile installation certification (internal)
- Suspended ceiling installation certification (internal)
- Plumbers license or Apprentice/Journeyman level of training (external)
- Locksmith certification (external)
- Microsoft software certification (internal or external)

~~December 2008~~

APPENDIX L-2

MAINTENANCE WORKER CAREER LADDER

SOCIAL SERVICES DIVISION

The Custodial Worker is the entry level classification in the Division of Social Services. Employees hired within this classification must meet the qualifications on the following page(s).

The Custodial Worker is the first step on the Maintenance Worker Career Ladder. Employees who wish to move up the ladder into the Maintenance Worker, I & II classifications must meet the qualifications for each "step", as described in this appendix.

The management personnel with the Division of Social Services encourages you to pursue advancement through the Career Ladder. If you have any questions regarding the workings and specific requirements of the program, please speak to your Division Head or Union Representative.

November 2019

APPENDIX L-2 (cont'd)

MAINTENANCE WORKER CAREER LADDER — (Pay Grade 14)

SOCIAL SERVICES DIVISION

Absolute:

- Fulfills the requirements of Custodial Worker and has been permanently classified as Custodial Worker for a minimum of one (1) year
- Demonstrates the ability to work effectively with low income clients including the homeless who have barriers to self-sufficiency.
- Demonstrates the ability to communicate with a diverse consumer group.
- Possesses physical strength and ability to perform the essential functions of the job and ability to withstand exposure to varied climatic conditions while performing job duties.
- Pass safety course approved by City's Safety Officer (internal or external)

Primary:

- Working knowledge of Division's safety rules and regulations (internal)
- Demonstrated ability to prioritize work tasks, work independently and make sound decisions (internal)
- Demonstrated ability to operate a variety of automotive and lawn maintenance equipment, including rototiller, skill saw, miter saw, air guns and 4X4 pick-up with a plow attachment (internal)
- Demonstrated ability to repair and maintain small motor equipment (internal)
- Basic carpentry certification (internal)

November 2019

APPENDIX L-2 (cont'd)

MAINTENANCE WORKER I CAREER LADDER — (Pay Grade 16)

SOCIAL SERVICES DIVISION

Absolute:

- Fulfills the requirements of Maintenance Worker and has been permanently classified as Maintenance Worker for six (6) months
- Must pass a safety course approved by the City's Safety Officer
- Possesses physical strength and ability to perform the essential functions of the job (in accordance with Appendix L)

Primary:

Demonstrates the proper operating techniques for the following Division equipment:

- 4X4 pickup truck with 7' plow attachment
- Walk behind snow blower
- Walk behind rotary motors
- Walk behind rototiller
- Leaf blower
- String trimmer
- Air activated air gun
- Bobcat Skid Turn
- Table Saw
- Miscellaneous power tools
- Carpentry certification (internal or external)

Secondary: (Select three)

- Ability to read construction plans and blueprints (internal or external)
- Building alarm/security system certification (internal or external)
- Personal safety/defense training certification (internal or external)
- Successfully complete ergonomics course approved by the City's Safety Coordinator (internal or external)
- Demonstrated knowledge of Hotel/Motel Fire Code regulations (internal or external)
- Drywall repair certification

November 2019

APPENDIX L-2 (cont'd)

Maintenance Worker II Career Ladder (Pay Grade 17)

Social Services Division

Absolute:

- Fulfills the requirements of Maintenance Worker I and has been permanently classified as a Maintenance Worker I for a minimum of six (6) months.
- Possesses physical strength and ability to perform the essential functions of the job (in accordance with Appendix L)
- Must pass OSHA course approved by the City's Safety Officer

Primary:

- Successfully complete supervisory course (internal or external)
- Demonstrated ability to interpret blueprint plans for building renovations (internal)
- Advanced building alarm/security system certification (internal or external)
- Demonstrated ability to train low income clients in basic maintenance tasks and basic employment skills (internal)

Secondary: (Select three)

- Plumbers course (internal or external)
- First Aid or CPR certification (internal or external)
- Successfully complete home wiring course or other electrical course approved by the Public Buildings Manager (internal or external)
- Successfully complete effective communication course approved by the Division Director
- Vinyl, carpet and tile installation certification (internal)
- Painting certification (internal)

November 2019

APPENDIX M

TRADES WORKER II (pay grade 17)

PUBLIC BUILDINGS

Absolute:

- ~~Fulfills the requirements of Trades Worker I and has been permanently classified as a Trades Worker I for a minimum of 6 months.~~
- ~~Must pass the 30-hour 1910 OSHA class approved by the City's Safety Coordinator~~

Primary: (3 Required)

- ~~Knowledge and practices of roof repair on rubber membrane roofs, asphalt roofs, and metal roofs.~~
- ~~Knowledge and practices of paint and wall finishes to include but not limited to paint types, caulking types, and the uses of proper products for each application.~~
- ~~Knowledge and practices of hazard awareness to include lead paint, asbestos, mold, and other environmental and health hazards.~~
- ~~Knowledge and ability to read and understand blueprints to be able to perform the work required~~

External: (none required but 2 electives may replace maximum of 1 primary)

- ~~Knowledge of variety and grade of fasteners, and the proper use and application.~~
- ~~Knowledge and ability to do construction layout for both new construction and renovations at a competent level.~~
- ~~Knowledge and ability to install and repair VCT, carpet, hardwood and other flooring types at a competent level.~~
- ~~Knowledge and ability to install and repair masonry products such as concrete pads, block walls, and brick work.~~

~~December 2008~~

APPENDIX M

TRADES WORKER III (pay grade 19)

PUBLIC BUILDINGS

Absolute:

- ~~_____ Fulfills the requirements of Trades Worker II and has been permanently classified as a Trades Worker II for a minimum nine (9) months~~
- ~~_____ Possesses physical strength and ability to perform the essential functions of the job~~
- ~~_____ Must pass 30-hour 1910 OSHA class approved by the City's Safety Coordinator~~

Primary (3 Required):

- ~~_____ Boiler Operator or 4th class stationary engineer (external)~~
- ~~_____ American Welding Society certification (external)~~
- ~~_____ Certified HVAC technician (internal or external)~~
- ~~_____ Successfully complete OSHA competent person course approved by Safety Officer~~
- ~~_____ Finish and/or framing carpentry certification (internal or external)~~
- ~~_____ Finish painter certification (internal)~~

External: (None required but 2 electives may replace maximum of 1 primary):

- ~~_____ Riggers certification (external)~~
- ~~_____ Certified Facilities Management course (external)~~
- ~~_____ Ability to read construction plans (internal)~~
- ~~_____ Tape/plaster/sheet rock certification (internal)~~
- ~~_____ Any relevant requirement approved by the employee's Department Head~~
- ~~_____ Vinyl, carpet and tile installation certification (internal)~~
- ~~_____ Suspended ceiling installation certification (internal)~~
- ~~_____ Plumbers license or Apprentice/Helper level of training (external)~~
- ~~_____ Locksmith certification (external)~~
- ~~_____ AutoCad Certification (internal or external)~~

December 2008

APPENDIX N

ARBORIST I FORESTRY DIVISION

The Arborist I is the entry level position for the Arborist classification in the ~~Portland Public Services~~Parks, Recreation and Facilities Department. Employees hired within this classification must meet the qualifications outlined in the Arborist I attachment. The Arborist I is also the first step on the Arborist Career Ladder.

Employees who wish to advance into the Arborist II and III classifications must satisfy the requirements at each level of the career ladder before they may move to the next level of the career ladder.

Management of the ~~Public Services~~Parks, Recreation and Facilities Department encourages you to pursue advancement through the Career Ladder. If you have any questions regarding the workings and specific requirements of the program, please speak to the Parks Division ~~Director and Open Space Manager~~, City Arborist or your Union representative.

APPENDIX N (cont'd)

ARBORIST I FORESTRY DIVISION

Absolute Requirements:

- Must possess valid Maine Class C Operator license at time of hire and must obtain valid Maine Class B motor vehicle operator's license within probationary period.
- Must possess Maine Arborist license at time of hire or obtain within one year of date of hire.
- Must possess and maintain a good driving record (pre-employment screening required).
- Possess basic knowledge of the hazards and applicable safety standards associated with arboriculture.
- Possess basic knowledge of arboriculture and landscape skills, tree identification, tree physiology, and insect and diseases of shade trees.
- High school diploma or equivalent.
- Possess physical strength and agility necessary to perform the essential functions of the position and the ability to withstand exposure to varied weather conditions while performing job duties.

Primary Requirements:

- Ability to understand and follow oral and written directions.
- Ability to establish and maintain effective working relationships with other employees, supervisors and the public.
- Ability to operate a variety of forestry equipment, including equipment used in Winter Operations.
- Possess willingness, ability and aptitude to climb and work in trees using a rope and saddle.
- Possess willingness to qualify for the position through department field test consisting of:
 - Climbing tree to 25' using rope and saddle.
 - Complete vehicle/equipment circle test.
 - Operate bucket truck.
 - Demonstrate proper technique in operating chainsaw and brush chipper.
 - Demonstrate proper tree pruning techniques
 - Identify specific species of trees.

Training and Experience Desired:

- Previous work experience or training in arboriculture.
- Documented electrical safety training or experience.
- Holds current Maine Arborist License or ISA Certification.
- Possess valid Maine Class B driver's license.

APPENDIX N (cont'd)

ARBORIST II FORESTRY DIVISION

Absolute Requirements:

- Fulfilled the requirements of an Arborist I.
- Valid Maine Class B Motor Vehicle Operator's License
- Possess physical strength and agility to perform the essential functions of the position
- Satisfactorily complete 10-hour OSHA course relevant to Forestry that is approved by the City's Safety Coordinator
- Possess aptitude to qualify for the position by completing field test consisting of:
- Properly set up tree and climb up to 55' using proper ANSI approved techniques, using a 'throw-ball' and 'foot-lock' or 'hip-thrust' techniques.
- Properly set up aerial lift truck to reach desired targets within a tree up to 65' in height. (Internal)
- Complete circle check and demonstrate operating techniques on Brush Chipper, Stump Grinder and Log Loader. (Internal)
- Complete leaf and twig identification test for native and exotic trees. (Internal)
- Pass basic EHAP, (Electrical Hazard Awareness Program) test. (Internal)

Primary Requirements:

- Maine Arborist License (External)
- Maine Pesticide Applicator's License with either category 3A or 6D (municipal or ornamental). (External)
- Certified to operate and perform basic maintenance of Forestry equipment: Chain saw (including chain sharpening), brush chipper, stump grinder, log loader, aerial lift. (Internal)
- Possess CPR and First Aid certification. (Internal or external)
- Knowledge and understanding of ANSI and OSHA requirements and standards pertaining to arboriculture, including: ANSI Z.133, A300, and OSHA 1910.331/269.
- Obtained 'skilled' level in the use of ropes, pulleys and lowering devices.
- Certified in the planting, fertilization and watering of trees and shrubs. (Internal)
- Certified to operate the following winter operations equipment: sidewalk plow equipment, 4X4 with plow (trained to plow roads and parking lots), one-ton pickup truck, walk behind snow blower and skid steer. Certification includes demonstration of proper and safe operating techniques, performance of a thorough circle check and demonstration of the ability to perform routine maintenance on the equipment. (Internal)
- Ability to supervise a small crew of workers as required. (Internal)
- Ability to work productively with other team members within division and department.

APPENDIX N (cont'd)

ARBORIST III FORESTRY DIVISION

Absolute Requirements:

- Fulfilled requirements of the Arborist position.
 - Has been an Arborist II for at least 90 working days.
 - Completed Traffic Control Safety Training, Certified MDOT Traffic controller.
 - Possess the physical strength and agility to perform the essential functions of this position.
 - Satisfactorily complete 30-hour 1910 OSHA course.
 - Possesses aptitude to qualify for position by completing 'Master Level' field test or actual 'on-the-job' demonstration consisting of:
 - Climbing demonstration test – consisting of tying knots, climbing with throw ball, rope & saddle and to various targets within a tree, and aerial rescue.
 - Rigging demonstration – rigging tree for removal using various lowering devices, blocks, lines, knots and pulleys.
 - Equipment demonstration – proficient operation and knowledge of safety, maintenance and mechanical systems of the following Forestry equipment:
 - Chainsaw, including troubleshooting, chain sharpening, bar adjustment, operation, safety requirements and standards.
 - Brush Chipper, troubleshooting, knife changing, maintenance, operation, safety requirements and standards.
 - Stump Grinder; review hydraulics, safety features and requirements, maintenance, operation.
 - Log Loader, setup, safety requirements, hydraulics, operation: loading and unloading, boom lift capacities, maintenance, safety requirements and standards.
 - Aerial lift truck, setup for large tree pruning, reaching specific targets within the tree, safety requirements: manufacturers, OSHA and ANSI standards, maintenance of hydraulics, booms and all systems.
- (Note – Internal demonstration and written tests with time restraints.)

Primary Requirements

- Certified Line Clearance Arborist, meeting OSHA 1910.269 requirements, such as National Arborists Association's (NAA) Electrical Hazard Awareness Program (EHAP) or approved equal including climbing and bucket truck aerial rescues within the time requirements. (External)
- Maine Pesticide Applicator's License with categories 3A and 6D, Outdoor Ornamentals and Municipal Right of Way. (External)
- Maine Arborist License. (External)
- Maine Class B Motor Vehicle Operator's License. (External)

APPENDIX N (cont'd)

ARBORIST III

Primary Requirements (cont'd)

- Certified on Arboricultural safety standards for Tree Care Operations, Pruning, Line Clearance Tree Trimming, Nursery Stock, and Forestry Equipment. (Internal)
- International Society of Arboriculture (ISA) Arborist Certification, or attend arboricultural training of 30 hours within a three (3) year period. (External)
- Certified to operate the following winter operations equipment: dump truck with plow and sander, and front end loader. Certification includes demonstration of proper and safe operating techniques, performance of a thorough circle check and demonstration of the ability to perform routine maintenance on the equipment. (Internal)
- Ability to supervise small crews and maintain accurate documentation records.
- Ability to work productively with other team members within division and department, and develop good working relationships with contacts outside of the Department.

APPENDIX O

HEALTH INSURANCE RESERVE ACCOUNT

Health plan as proposed by the Health Insurance Advisory Committee referred to in Article 15.2.1.

- Implementation of the new Health Insurance plan (Revised 11/14/2014) would be no sooner than January 1, 2016.
- The wellness programs will be established prior to new Health Insurance Plan being implemented.
- The first year of implementation the proposed Health Insurance plan the deductible will be \$200 for single per year and \$400 for a family per year.
- The second year of implementation of the proposed Health Insurance plan the deductible will increase to \$400 for single per year and \$800 for a family per year.
- Established a reserve account as outline below:

Health Insurance (City of Portland Employee Medical Plan) Reserve Account

Upon implementation of the proposed value-based insurance design that includes wellness components, the City of Portland ("City") agrees to designate \$150,000 from fund balance to establish a reserve account. Thereafter, following the conclusion and audit completion of each fiscal year, the City will determine if the employee medical plan budget was over-funded or under-funded based on the overall medical budget that was set by the City for that fiscal year. If the medical budget is over-funded, then 15% (represents employee contributions) of that amount will be added to the reserve account. Likewise, if the medical budget is under-funded, then 15% of that amount will be deducted from the reserve account.

The purpose of the reserve account is to provide weekly premium relief to those active employees who contribute to the cost of health insurance for themselves and/or family members. When the reserve account has enough monies above the \$150,000 threshold to cover at least one week of employee contributions, then monies will be returned to active employees in the form of a non-payment obligation from each current contributing employee based on their weekly plan rate. The City will arrange for the non-payment obligation to occur in the second quarter of the following fiscal year.

To illustrate how this would work, below are two (2) examples with the assumed \$150,000 designated as funds for the reserve account.

Example 1:

Health Insurance Budget for fiscal year 2015	\$15,500,000
Health Insurance actual cost for fiscal year 2015	\$15,000,000

- Over-funding results in 15% of \$500,000 (difference between budget and actual) = \$75,000. \$75,000 added to \$150,000 so reserve account is \$225,000.

APPENDIX O (cont'd)

- Currently, weekly employee contributions total approximately \$52,000.
- This example would produce premium relief in the form of a non-payment obligation of one (1) week for each current contributing employees based on their weekly plan rate in the second quarter of fiscal year 2016. The reserve account balance would then be \$173,000.

Example 2:

Health Insurance Budget for fiscal year 2015	\$15,500,000
Health Insurance actual cost for fiscal year 2015	\$16,000,000

- Under-funding results in 15% of \$500,000 (difference between actual and budget) = (\$75,000).
- \$75,000 would be deducted from the \$150,000 reserve account, leaving a balance of 75,000.

Human Resources and Finance will be responsible for recordkeeping of the reserve account.

Human Resources will continue to provide Labor/Management Health Insurance Advisory Committee with the quarterly reporting packet that includes timely information regarding actual health insurance expenditures compared to the budgeted amounts.

* Examples are for illustration purposes only.

EXHIBIT A

AFSCME
STRONG

AFSCME Council 93

☐ **Yes! I am AFSCME Strong.**
I want a strong voice at work and in my community

Yes, sign me up to:

☐ Talk to colleagues at work about AFSCME

☐ Make phone calls to AFSCME members for campaigns

☐ Knock AFSCME member doors during campaigns

Membership Application

American Federation of State, County and Municipal Employees Membership and Authorization for Dues Deduction

I hereby apply for membership in Council 93 (hereafter "Union") and I agree to abide by its Constitution and Bylaws. I authorize the Union and its successor or assignee to act as my exclusive bargaining representative for purposes of collective bargaining with respect to wages, hours and other terms and conditions of employment with my Employer.

Effective immediately, I hereby voluntarily authorize and direct my Employer to deduct from my pay each pay period, regardless of whether I am or remain a member of the Union, the amount of dues certified by the Union, and as they may be adjusted periodically by the Union, and to authorize my Employer to remit such amount monthly to the Union.

This voluntary authorization and assignment shall remain in effect in accordance with the applicable collective bargaining agreement. If the applicable collective bargaining agreement or state statute does not address revocation, then this voluntary authorization and assignment shall be irrevocable, regardless of whether I am or remain a member of the Union, for a period of one year from the date of execution or until the termination date of the collective bargaining agreement (if there is one) between the Employer and the Union, whichever occurs sooner, and for year to year thereafter unless I give the Employer and the Union written notice of revocation not less than ten (10) days and not more than twenty (20) days before the end of any yearly period, or in accordance with state statute. The applicable collective bargaining agreement is available for review, upon request. This card supersedes any prior check-off authorization card I signed.

I recognize that my authorization of dues deductions, and the continuation of such authorization from one year to the next, is voluntary and not a condition of my employment.

In order to comply with Internal Revenue Service rulings, be advised that your membership dues are not deductible for federal income tax purposes. However, they may be tax deductible as ordinary and necessary business expenses.

☐ New Member

PLEASE PRINT LEGIBLY.
☐ Re-commit

Local Number	Employer	
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Last Name	First Name	M.I.
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Street Address	Apt. No.
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City	State	ZIP Code
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SSN (last four digits)	Employee ID #	Job Title
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Cell Phone	Personal E-mail Address
------------	-------------------------

By providing my cell phone number, I understand that AFSCME and its affiliates may use automated calling technologies and/or text message me on my cell phone on a periodic basis. Carrier message and data rates may apply to such texts.

Signature	Date
-----------	------

Contribution Form

AFSCME PEOPLE

Become a PEOPLE MVP for \$8.35/ month (\$100 annually)



I hereby authorize my employer and associated agencies to deduct, each pay period, the amount certified as a voluntary contribution to be paid to the treasurer of American Federation of State, County and Municipal Employees PEOPLE, AFSCME, AFL-CIO, P.O.

Deduction Per Pay Period

☐ \$5 ☐ \$10 ☐ \$15

☐ Other \$_____ each pp

Circle jacket size.
S M L XL 2XL Other _____

For Office Use Only

☐ JACKET RECEIVED

Box 65334, Washington, D.C. 20035-5334, to be used for the purpose of making political contributions and expenditures. My contribution is voluntary, and I understand that it is not required as a condition of membership in any organization, or as a condition of continued employment, and is free of reprisal. I understand that any contribution guideline is only a suggestion and I am free to contribute more or less than that amount and will not be favored or disadvantaged due to the amount of my contribution

or refusal to contribute, and that I may revoke this authorization at any time by giving written notice.

Signature	Date
-----------	------

In accordance with the federal law, AFSCME PEOPLE will accept contributions only from members of AFSCME and their families. Contributions from other persons will be returned. Contributions or gifts to AFSCME PEOPLE are not deductible as charitable contributions for federal income tax purposes.

PLEASE PRINT LEGIBLY.

Last Name	First Name	M.I.
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Street Address	Apt. No.
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City	State	ZIP Code
------	-------	----------

SSN (last four digits)	Employee ID #	Occupation
------------------------	---------------	------------

Local Number	Employer
--------------	----------

Cell Phone	Home Phone
------------	------------

By providing my cell phone number, I understand that AFSCME and its affiliates may use automated calling technologies and/or text message me on my cell phone on a periodic basis. Carrier message and data rates may apply to such texts.

Personal E-mail Address	
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059-16 PEOPLE

POSITION DESCRIPTION

Class Title: HVAC Technician I
Class Grade: Labor & Trades 5532M-HV1
Date: July 2025 ~~October 2022~~

FLSA: Non-Exempt

Nature of work

Performs semi-skilled work in the operation of maintenance of boilers, ventilation equipment and systems, air-conditioning equipment, and preventive maintenance programs for HVAC.

Supervision Received

Works under the supervision of ~~the an~~ HVAC Coordinator. ~~Technician III and under the general supervision of the HVAC Coordinator.~~

Supervision Exercised

None. ~~May supervise other HVAC Technician I and Trades Workers. in given situations~~

Essential Duties and Responsibilities.

Must have some understanding of DDC controls, Pneumatic controls, Energy Management Systems, and other modern technical controls.

~~Helps m~~ Maintains low-pressure steam / hot-water boilers.

Responsible for the maintenance and repair of heating and air-conditioning systems.

Performs pump repairs and motor replacements.

Assists in maintaining boilers, pumps, pneumatic and electrical controls and related materials.

Performs preventative maintenance through testing and daily observation of equipment. Keeps maintenance records of all equipment and keeps a daily log of operations and maintenance.

Keeps boiler rooms and mechanical rooms clean and free of obstruction.

Maintains comfort level in various seasons, responds to maintenance concerns in the building; Problems are corrected by the employee or reported to supervisor for proper direction.

Understands trouble-shooting on HVAC equipment.

Coordinates work with outside contractors when necessary.

Ensures safe operation of equipment and safe working conditions within the buildings.

Performs related work as required.

Requirements of Work

Basic level skill using specialized tools, gauges, methods and practices in the maintenance of Heating, Ventilation, and Air-conditioning equipment.

HVAC Technician I

Pg. 2

Basic knowledge and implementation of all safety controls and procedures related to mechanical equipment.

Basic knowledge of plumbing and electrical distribution related to the HVAC operation.

Must have knowledge and ability to evacuate refrigerants.

Ability to learn pneumatic and DDC controls and systems.

Ability to read blue prints and schematics.

Ability to interrupt and understand technical manuals.

Ability to follow oral and written instructions.

Ability to lift 50 lbs. and ability to climb ladders and work at heights ranging from 20-50'.

Working knowledge of appropriate tools, gauges and meters as it relates to the plumbing, heating and HVAC industry.

Working knowledge of the proper use of hand and power tools.

Working knowledge of basic safety requirements.

Ability to follow oral and written instructions.

Ability to work a flexible schedule.

Necessary Special Requirements

Must possess a minimum of one of the following ~~Three~~^{four} criteria:

- ~~Journeyman or Journeyman in training~~ North American Technicians Excellence (NATE) Certification
- ~~HVACR Certification~~
- EPA 608 Certification
- ~~Limited Electrical License~~ HVAC Excellence Certification

Preferred certifications:

- Mitsubishi Electric HVAC Training Certification
- Limited electrical license *in relevant*

1 – 3 years of related experience in the ~~plumbing, heating and~~ HVAC field.

Must possess a valid Maine Class C Driver's License.

Must have and maintain a good driving record.

Must pass criminal conviction background check, Must pass Transportation Worker Identification Credential (TWIC) background check Coast Guard and Maine Department of Education background checks and multiple fingerprinting.

~~Must pass criminal conviction background check, Coast Guard and Maine Department of Education background checks and multiple fingerprinting.~~

POSITION DESCRIPTION

Class Title: HVAC Technician II
Class Grade: Labor & Trades 58
Date: July 2025 ~~April 2024~~

FLSA: Non-Exempt

Nature of work

Performs skilled work in the operation of maintenance of boilers, ventilation equipment and systems, air-conditioning equipment, and preventive maintenance programs for HVAC.

Supervision Received

Works under the general supervision of the HVAC Coordinator.

Supervision Exercised

May supervise ~~other~~ HVAC Tech I personnel. ~~and Trades Workers.~~

Essential Duties and Responsibilities.

Must have a good understanding of DDC controls, Pneumatic controls, Energy Management Systems, and other modern technical controls.

Responsible for the maintenance and repair of heating and air-conditioning systems, to include but not limited to, testing of controls, chemical treatments, etc.

Maintains boilers, pumps, pneumatic and electrical controls and related materials.

Performs preventative maintenance through testing and daily observation of equipment. Keeps maintenance records of all equipment and keeps a daily log of operations and maintenance.

Keeps boiler rooms and mechanical rooms clean and free of obstruction.

Maintains comfort level in various seasons, responds to maintenance concerns in the building; Problems are corrected by the employee or reported to supervisor for proper direction.

Performs maintenance and trouble shooting on HVAC equipment in all City and School buildings as assigned.

Coordinates work with outside contractors when necessary.

Ensures safe operation of equipment and safe working conditions within the buildings.

Performs related work as required.

Requirements of Work

High level skill using specialized tools, gauges, methods and practices in the maintenance of Heating, Ventilation, and Air-conditioning equipment.

HVAC Technician II

Pg. 2

Knowledge and implementation of all safety controls and procedures related to mechanical equipment.

Knowledge of boiler water chemical testing and treatment.

Knowledge of plumbing and electrical distribution related to the HVAC operation.

Knowledge of principles of combustion, mechanics, and hydraulics.

Must have knowledge and ability to evacuate refrigerants.

Ability to follow oral and written instructions.

Ability to lift 50 lbs and ability to climb ladders, work at heights of 20'-50'

Ability to work a flexible schedule.

Necessary Special Requirements

Must possess a minimum of an EPA 608 certification as well as one of the following three criteria:

- ~~Master Oil Burner 1-2 License.~~ State of Maine Oil Board Certification (Journeyman or Greater)
- Natural Gas & Propane License.
- ~~Master Plumber License.~~ DDC/BAS training certified

Preferred certifications:

- Mitsubishi Electric HVAC Training Certification
- Limited electrical license *in refrigeration*

Must have 3 – 5 years of responsible experience ~~with~~ in the heating and HVAC field. DDC troubleshooting and installation knowledge

Must possess a valid Maine Class C Driver's License.

Must have and maintain a good driving record.

Must pass criminal conviction background check, ~~Must pass Transportation Worker Identification Credential (TWIC) background check~~ ~~Coast Guard and Maine Department of Education background checks and multiple fingerprinting.~~



POSITION DESCRIPTION

Class Title: Facilities Master Electrician- **Barron Center Campus**

FLSA: Non-Exempt

Class Grade: Labor & Trades 19M

Date: ~~June 2006~~ **May 7, 2025**

Nature of Work

This is skilled technical work in the maintenance, repair and installation of electrical, communications and control systems.

Supervision Received

Reports to the ~~Public Buildings Supervisor~~ **Director of Environmental Services.**

Supervision Exercised

Oversees and inspects the work of skilled and semi-skilled employees and contract personnel. The incumbent must allow journeymen and helpers to work under his/her license.

Essential Duties and Responsibilities

Assists Operations and Trades personnel in developing and managing the preventative maintenance program for buildings and grounds electrical systems.

Installs, troubleshoots and repairs high and low control voltage electrical systems.

Performs regular maintenance inspections of all City-owned buildings for safety and compliance with electrical regulations.

Performs preventative maintenance and repairs to street light systems, ramp light systems, door and gate openers, emergency generators, control systems, telephone systems, fuel management systems, access control systems, fire alarm systems, security alarm systems, and lighting/signage systems.

Installs/hangs conduit, pulls/splices wire, repairs lighting regulators, maintains/repairs all types of lighting fixtures/signs and communications equipment.

Maintains as-built drawings and records associated with electrical and control systems.

Operates aerial lifts and various power tools and equipment associated with electrical maintenance.

Follows ~~Port security~~ **Barron Center Campus** and operation regulations and takes appropriate action in non-complying and emergency situations.

Obtains permits for work being done individually or by helpers/Journeyman.

Performs related work as required.

Facilities Master Electrician- Barron Center Campus

pg. 2

Requirements of Work

Graduation from high school and technical school; extensive experience in industrial electrical construction and/or maintenance, or any equivalent combination of training and experience.

Considerable knowledge of the standard practices, materials, tools and equipment of the electrical trade.

Working knowledge of the occupational hazards and safety precautions of electrical maintenance and the required procedures for working on the controlled or secured areas.

Experience in the installation, troubleshooting, maintenance and repair of constant current regulators elevated lighting fixtures and telecommunications systems.

Physical ability to exert the moderate physical effort that is frequently required for regular periods of time to include bending, lifting, stooping, moving of extremities and working at heights or in confined spaces.

Ability to withstand exposure to varied climatic conditions.

Ability and willingness to respond to emergencies on a 24-hour basis.

Ability and willingness to participate in Stand By rotation.

Ability and willingness to participate in Winter Storm Operations.

Ability and willingness to assist with grounds work, plumbing, carpentry and other tasks.

Ability to read and interpret blueprints, manuals, specifications and schematics.

Ability to make simple arithmetic calculations, estimate job costs and material requirements, and manage inventory.

Ability to operate computers and technical diagnostic equipment and ability to repair electrical distribution systems.

Ability to effectively communicate verbally (including radio communications) and in writing.

Ability to lead and train other employees and maintain effective working relationships.

Ability to work independently and exercise sound judgment.

Necessary Special Requirements

Must possess and maintain a State of Maine Master's Electrician License.

Must have and maintain a Maine Class C driver's license and good driving record.

~~Must be able to pass Port security requirements.~~

Must be able to pass a criminal conviction background check.

Must provide proof of vaccinations and annually update required vaccinations.

POSITION DESCRIPTION

Class Title: Arborist I
Class Grade: Labor & Trades 50
Date: July 2025 ~~June 2022~~

FLSA: Non-Exempt

Nature of Work

Performs skilled work in the care and maintenance of trees and landscapes.

Supervision Received

~~Works~~ ~~Work is~~ under the direction of the City Arborist and Forestry Supervisor.

Supervision Exercised

None.

Essential Duties and Responsibilities

Assists with various types of tree work, such as: pruning, removals, cabling and bracing in trees by climbing with ropes and aerial bucket. May perform any or all of these functions once proficiency is achieved.

May operate light trucks and various types of Forestry equipment, such as but not limited to: aerial bucket, ~~and~~ stump grinder, ~~and wood chipper~~.

Performs light maintenance on tree equipment.

Plants, fertilizes, and waters trees and landscapes.

~~May spray pesticides, if licensed, to control insects, diseases and weeds.~~

Participates in snow removal operations.

Performs related work as required.

Requirements of Work

Basic knowledge of arboricultural and landscape skills.

Basic knowledge of occupational hazards and safety precautions pertaining to tree work. Willingness to learn the OSHA requirements for Arboriculture and electrical safety (EHAB).

Basic knowledge of tree identification, tree physiology, and tree disease and insect identification.

Basic knowledge of operating Forestry equipment, including equipment used in snow removal operations.

Willingness and aptitude to learn to climb trees using ropes, saddles and knots.

Willingness and aptitude to learn the proper use of ropes, saddles, climbing hooks and related arboricultural tools (including hand saws, pole pruners, and chain saws).

Ability to maintain effective working relationships with supervisors, officials, co-workers and the general public.

Ability to understand and follow oral and written directions.

Arborist I
pg 2

Requirements of Work (cont'd)

Physical strength and agility necessary to perform the essential functions of the work under exposure to varied climatic conditions.

Ability to work in close proximity to overhead utilities.

Willingness and ability to meet the requirements of Arborist II within one (1) year of date of hire.

Training and Experience Desired

Graduation from high school and previous work experience in tree pruning and the care and maintenance of trees (Forestry or Urban Forestry setting); or an equivalent combination of experience and training.

Graduation from a vocational school in arboriculture, horticulture or a related field and training.

Maine Pesticide Applicators License category 3ab.

Maine Class A or B driver's license or permit.

Certification as a Maine Arborist.

Necessary Special Requirements

Must obtain apprentice Maine Arborist License during the probationary period.

Must possess valid State of Maine Class C driver's license and have the willingness and ability to obtain a Class B driver's license during the probationary period.

Must have and maintain a good driving record.

POSITION DESCRIPTION

Class Title: Arborist II
Class Grade: Labor & Trades 56
Date: July 2025 ~~June 2022~~

FLSA: Non-Exempt

Nature of Work

Performs skilled work in the care and maintenance of trees, and supervises the work of crews engaged in various types of tree work.

Supervision Received

~~Works~~ Works ~~is~~ under the direction of the City Arborist and Forestry Supervisor.

Supervision Exercised

May supervise work crews in the care and upkeep of trees.

Essential Duties and Responsibilities

Performs various types of treework, such as: pruning, removals, cabling and bracing in trees by climbing with ropes and aerial bucket.

Operates dump truck and various types of Forestry equipment, such as but not limited to: aerial bucket, pulp loader, stump grinder, chain saw, hand saw and chipper.

Performs general maintenance on tree maintenance equipment.

Plants, fertilizes, and inject-waters trees and landscaping.

Sprays pesticides to control insects, diseases and weeds.

Supervises a small crew of workers assisting in caring for trees.

Participates in snow removal operations.

Performs related work as required.

Requirements of Work

Considerable knowledge of arboricultural skills.

Considerable knowledge of occupational hazards and safety requirements.

Ability to climb trees.

Ability to maintain effective working relationships with supervisors, officials, co-workers and the general public.

Skilled in the proper use of ropes, saddles, climbing hooks and related arboricultural tools (including hand saws, pole pruners, chain saws).

Thorough knowledge of various knots used in roping, sharpening of tools and the care of ropes and safety equipment.

Arborist II
pg. 2

Requirements of Work (cont'd)

Physical strength and agility necessary to perform the essential functions of the work under exposure to varied climatic conditions.

Ability to work in close proximity to overhead utilities.

Knowledge about OSHA requirements for Arboriculture and electrical safety (EHAB).

Thorough knowledge of tree and shrub identification, tree physiology, tree disease and insect identification.

Ability to perform basic maintenance on forestry equipment.

Ability to supervise a small work crew.

Necessary Special Requirements

Must have fulfilled all requirements of the Arborist I position.

Must possess Maine Arborist License (landscape and utility).

Must possess Maine Pesticide Applicator license (right of way).

Must possess valid State of Maine Class B motor vehicle operator's license.

Must pass federally mandated drug and alcohol test.

Must have and maintain a good driving record.

Successful completion of departmental certifications in the safe operation of forestry equipment and demonstration of arboricultural skills required of a Arborist II.

Must be certified by the Department to plow snow with truck and operate sidewalk snow removal equipment.

POSITION DESCRIPTION

Class Title: Arborist III
Class Grade: Labor & Trades 57
Date: July 2025 ~~June 2022~~

FLSA: Non-Exempt

Nature of Work

Performs highly skilled work in the care and maintenance of trees, and supervises the work of crews engaged in various types of tree work.

Supervision Received

Works ~~s-is~~ under the direction of the City Arborist and Forestry Supervisor.

Supervision Exercised

Supervises Forestry work crews as directed by Forestry Supervisor or City Arborist.

Essential Duties and Responsibilities

Performs various types of treework, such as: pruning, removals, cabling and bracing in trees by climbing with ropes and aerial bucket. May train others to correctly perform these tasks or supervise these operations in the absence of the Supervisor.

Operates dump truck and various types of Forestry equipment, such as but not limited to: aerial bucket, pulp loader, stump grinder, chain saw, hand saw and chipper. May train and certify others in the operation of this equipment.

Performs general maintenance on tree maintenance equipment.

Plants, fertilizes, and inject-waters trees and landscaping.

Sprays pesticides to control insects, diseases and weeds.

Supervises a work crew(s) in caring for trees.

Participates in snow removal operations.

Performs related work as required.

Requirements of Work

Extensive knowledge of arboricultural skills.

Extensive knowledge of occupational hazards and safety requirements.

Ability to climb trees.

Ability to maintain effective working relationships with supervisors, officials, co-workers and the general public.

Skilled in the proper use of ropes, saddles, climbing hooks and related arboricultural tools (including hand saws, pole pruners, chain saws).

Thorough knowledge of various knots used in roping, sharpening of tools and the care of ropes and safety equipment.

Arborist III
pg. 2

Requirements of Work (cont'd)

Physical strength and agility necessary to perform the essential functions of the work under exposure to varied climatic conditions.

Ability to work in close proximity to overhead utilities.

Knowledge about OSHA requirements for Arboriculture and electrical safety (EHAB).

Thorough knowledge of tree and shrub identification, tree physiology, disease and insect identification.

Ability to perform basic maintenance on forestry equipment.

Ability to supervise forestry work crews in all aspects of their duties.

Training and Experience Desired

Prior supervisory experience.

Necessary Special Requirements

Must possess Maine Arborist License (landscape and utility).

Must possess Maine Pesticide Applicator license (right of way 3A and 6A-6D).

Must possess a valid State of Maine Class B motor vehicle operator's license.

Must pass federally mandated drug and alcohol tests.

Must have and maintain a good driving record.

Must have fulfilled all requirements of the Arborist II position and held Arborist position for a minimum of ninety (90) working days. Must maintain all internal/external certifications required by ~~Arborist Tree Trimmer~~ II position.

Successful completion of departmental certifications that demonstrate the mastery of advanced arboricultural skills and equipment operation.

Must pass Electrical Hazard Awareness Program exam.

Must pass one or more of the following: landscape course, arboricultural course, or ISA climbers course.

POSITION DESCRIPTION

Class Title: Welder Machinist I – 2nd Class ~~2nd Class Welder/Machinist~~ FLSA: Non-Exempt
Class Grade: Labor & Trades 5348 ~~Job#: 2552~~
Date: July 2025 ~~October 2014~~

Nature of Work

Performs complex skilled work at the journeyman level in welding, cutting brazing and straightening of all metals using oxy-fuel and electric arc welding equipment.

Supervision Received

Works under the general supervision of the Weld Shop Foreman.

Supervision Exercised

May supervise semi-skilled welder apprentice.

Essential Duties and Responsibilities

Inspects proposed repairs to determine feasibility and/or method of repair.

Lays out, cuts and fits material of all gauges for welding; preheats and cleans metals; welds, brazes and solders all material.

Does welding of difficult materials, such as stainless steel, high-strength alloy steels, aluminum, cast-iron, and other materials.

Does welding of construction and maintenance equipment and machinery.

Performs general repair work requiring the use of oxy-fuel, electric welding equipment and machine tools.

Designs, lays out, and manufactures jigs and fixtures to facilitate welding work and to perform unusual and especially difficult tasks.

Operates forklifts and overhead crane as needed.

Performs related work as required.

Works in the plow bay during winter storms to complete rapid repair of plow equipment.

Requirements of Work

Knowledge of methods, materials, tools and equipment of the metal working trades.

Welder Machinist I – 2nd Class~~2nd Class Welder/Machinist~~
Page 2

Knowledge of the occupational hazards and practice of safety precautions of the trade.
Skill in the use of tools and equipment of the metal working trades.

Ability to follow general oral and/or written instructions.

Ability to read blueprints and to use shop mathematics.

Some knowledge of machinist and sheet metal trades.

Physical strength and agility necessary to perform the essential functions of work under exposure to varied climatic conditions.

Training and Experience Desired

Minimum of 3 years experience in welding work of journeyman level; graduation from a standard high school; or any equivalent combination of experience, training and certification.

Willingness to possess and maintain AWS B.2.1 AWS Pipe Certification.

Necessary Special Requirements

Must possess a valid State of Maine Class B Motor Vehicle Operator's License.

Must pass federally mandated drug test.

Maintain AWS D.1.1 Structural Welding Certification

Must have and maintain a good driving record.

Successful completion of pre-employment medical exam and fitness assessment.

POSITION DESCRIPTION

Class Title: Welder Machinist II – 1st Class ~~1st Class Welder/Machinist~~ FLSA: Non-Exempt
Class Grade: Labor & Trades 6149 ~~Job#: 2554~~
Date: July 2025 ~~October 2011~~

Nature of Work

Performs highly skilled work above the journeyman level, performing more difficult and complex tasks of welding, brazing, straightening, cutting and machining of all metals, using oxy-fuel and electric arc welding equipment.

Supervision Received

Works under the general supervision of the Machine Shop Foreman.

Supervision Exercised

May supervise employees of lower position classification.

Duties and Responsibilities

Inspects and examines proposed repairs to determine feasibility or method of repair.

Lays out, cuts and fits material of all gauges for welding; preheats and cleans metals; welds, brazes and solders all material.

Does welding of difficult materials, such as stainless steel, high-strength alloy steels, aluminum, cast-iron, and other materials.

Designs, lays out, and manufactures jigs and fixtures to facilitate welding work and to perform unusual and especially difficult tasks.

Estimates time and materials on a given job.

Does welding repairs to construction and maintenance equipment and machinery.

Operates forklifts and overhead crane as needed.

Uses vertical mill and lathe as required.

May use precision measuring instruments.

May supervise employees of a lower classification.

Performs related work as required.

Welder Machinist II – 1st Class~~1st Class Welder/Machinist~~
Page 2

Works in plow bay during winter storms to complete rapid repair of plow equipment.

Requirements of Work

Knowledge of methods, materials, tools and equipment of the metal working trades.

Knowledge of the occupational hazards and practice of safety precautions of the trade.

Ability to use shop math and to read blueprints.

Extensive knowledge of machinist and sheet metal trades.

Must have ability to use machine tools, vertical mill, and lathe as needed.

Highly skilled in the use of tools and equipment of the metal working trades.

Must possess rigging abilities.

Ability to follow oral and/or written instructions.

Physical strength and agility necessary to perform the essential functions of work under exposure to varied climatic conditions.

Training and Experience Desired

Minimum of 4 years experience in welding and metals work above the journeyman level; graduation from a standard high school; or any equivalent combination of experience, training and certification.

Necessary Special Requirements

Must possess a valid State of Maine Class B Motor Vehicle Operator's License.

Must pass federally mandated drug test.

AWS Pipe Welding Certification.

Must have and maintain a good driving record.

Successful completion of pre-employment medical exam and fitness assessment.

POSITION DESCRIPTION

Class Title: Airport Airfield Electrician
 Class Grade: Labor and Trades 19MA
 Date: ~~July 2017~~ June 2025

FLSA: Non-Exempt

Nature of Work

This is skilled technical work in the maintenance, repair and installation of airport electrical, communications and control systems.

Supervision Received

Works under the direction of the Airfield Construction and Maintenance Manager.

Supervision Exercised

Supervises the work of skilled and semi-skilled employees; also supervises contract personnel.

Essential Duties and Responsibilities

Assists the Airfield Construction and Maintenance Manager in developing, managing, and implementing the preventative maintenance program for the various airfield and Maintenance Complex lighting and control systems. Manages the Airfield Lighting Control and Monitoring System (ALCMS), the airfield electrical confined space entry program.

Installs, troubleshoots and repairs high and control voltage electrical systems.

Coordinates with Operations personnel and performs regular inspections of, and maintenance for, the airfield electrical systems to ensure safety and FAA regulatory operational compliance.

Performs preventative maintenance and repairs to street light systems, ramp light systems, door and gate openers, emergency generators, airfield sensor and lighting diagnostic/control systems, telephone systems, fuel management systems, access control systems, and airfield lighting/signage systems.

Lays/hangs conduit, pulls/splices wire, repairs lighting regulators, maintains/repairs all types of airfield lighting fixtures/signs and communications equipment.

Maintains as-built drawings and records associated with electrical and control systems.

Operates aerial lifts and various power tools and equipment associated with airfield and electrical maintenance.

Performs related work as required/assigned.

Performs airport snow removal duties as needed during standard scheduled shift. Snow removal duties prior to or after standard scheduled shifts are optional.

Requirements of Work

Considerable knowledge of the standard practices, materials, tools and equipment of the electrical trade.

Physical ability to exert the moderate physical effort that is frequently required for regular periods of time to include bending, lifting, stooping, movement of extremities; and work at heights or in confined spaces.

Ability to withstand exposure to varied climatic conditions.

Ability and willingness to respond to airport emergencies on a 24-hour basis.

Working knowledge of the occupational hazards and safety precautions of airfield electrical maintenance and the required procedures for working on the controlled airfield movement area.

Ability to read and interpret blueprints, manuals, specifications, and schematics.

Ability to make simple arithmetic calculations, complete FAA inspection forms, estimate job costs and material requirements, and manage inventory.

Ability to operate computers and technical diagnostic equipment; and ability to repair airfield electrical distribution systems.

Ability to effectively communicate verbally (including radio communications) and in writing.

Ability to lead and train other employees, and maintain effective working relationships associated with the work.

Ability to understand TSA, FAA, local, State, and various other Federal operating regulations; recognize, assess, and take appropriate action in non-complying and emergency situations.

Ability to work independently and exercise sound judgment.

Ability to complete airport certification and driver training and pass written and oral examinations.

Training and Experience Desired

Graduation from high school and technical school; extensive experience in industrial and airfield electrical system construction and/or maintenance, or any equivalent combination of training and experience.

Experience in the installation, troubleshooting, maintenance and repair of constant current regulators and in-pavement/elevated airfield lighting fixtures.

Experience in the installation, troubleshooting, and repair of data controls and telecommunications systems.

Necessary Special Requirements

Must have valid State of Maine Class C driver's license.

Must have valid State of Maine Master Electrician's License.

Successful completion of TSA Criminal Background Check in accordance with TSR Part 1542.

Cannot have problems with color blindness or night vision.

Must have and maintain a good driving record.



POSITION DESCRIPTION

Class Title:	Airport Facilities Technician Assistant II	FLSA: Non-Exempt
Class Grade:	Labor and Trades 18A	
Date:	February 2019 June 2025	

Nature of Work

This is skilled and technical work in the maintenance, repair and installation of airport electrical and mechanical systems and equipment.

Supervision Received

Works under the direction of the Airport Facilities Technician and Airport Facilities Supervisor.

Supervision Exercised

Supervises the work of semi-skilled employees and contract personnel.

Essential Duties and Responsibilities

Assists in the maintenance of complex electrical and mechanical systems throughout the airport.

Assists the Airport Facilities Technician in developing and managing the preventative maintenance program for terminal building mechanical and electrical equipment.

Performs regular inspections of landside facility equipment and corrects any deficiencies found.

Inspects and performs routine preventative maintenance on baggage handling systems, passenger boarding bridges, automated fire shutters and doors, emergency generators, lighting systems, fire alarms, energy management systems, boilers, pumps, variable frequency drives, air conditioning units, and other associated airport equipment.

Installs, maintains and services electrical and/or heating, ventilation and air conditioning equipment throughout the airport terminal building.

Maintains records and documentation of in-house changes and alterations made to electrical and mechanical systems.

Troubleshoots and diagnoses problems in all airport equipment.

Performs related work as required.

Performs snow removal duties of facility ensuring access points remain accessible, to include but not limited to; emergency egress points, baggage claim, outbound baggage, and fire gates. May participate in optional snow removal duties on the airfield with appropriate training and endorsements.

Requirements of Work

Considerable knowledge of the standard practices, materials, tools and equipment of the trade.

Considerable knowledge of occupational hazards and safety precautions of the trade.

Working knowledge of methods, materials and tools used in general building maintenance and repair.

Ability to understand and follow oral instructions and to interpret plans, sketches, blueprints and diagrams.

Skill in locating and correcting defects in many different types of electrical and mechanical systems.

Ability to direct the work of skilled and semi-skilled employees.

Ability to estimate job costs from blueprints, diagrams, etc.

Desired Experience and Training

Prior HVAC or Electrical experience in a large facility.

Necessary Special Requirements

Licensed as a State of Maine Helper Electrician, if applying for the electrical position.

Licensed as a State of Maine Apprentice Oil Burner and/or Solid Fuel Technician

Must have a valid State of Maine Class C Motor Vehicle Operator's license.

Must have and maintain a good driving record.

Must successfully complete FAA Access Investigation in accordance with FAR 107.

POSITION DESCRIPTION

Class Title: Airport Facilities Technician ^{ASSX} FLSA: Non-Exempt
 Class Grade: Labor and Trades 16A
 Date: February 2019 June 2025

Nature of Work

Performs manual labor of a semi-skilled nature requiring the learning methods of the job.

Supervision Received

Work is performed under close supervision of Site Supervisor and/or skilled tradespersons.

Supervision Exercised

None

Essential Duties and Responsibilities

Assists airport technicians and skilled workers in tasks related to the performance of their work.

Assist in the regular inspection of landside facility equipment and correction of any deficiencies found.

Assist in the installation, maintenance, and service of equipment throughout the airport terminal building.

This position requires physical strength and agility necessary to perform the essential functions of the work; ability to climb, reach, kneel, stand, push and pull for long periods of time; ability to work at heights up to 20 ft; ability to lift and carry up to 50 pounds; ability to work on uneven terrain and in varied climate conditions and in tight spaces.

May work independently or teamed with other persons in the same class on a non-journeyman basis.

May operate equipment (Lifts, pick-up trucks, small ground equipment, etc.).

Position will perform related work as required.

Performs snow removal duties of facility ensuring access points remain accessible, to include but not limited to; emergency egress points, baggage claim, outbound baggage, and fire gates. May participate in optional snow removal duties on the airfield

with appropriate training and endorsements.

Requirements of Work

Some knowledge of the hazards and applicable safety precautions of the work.

Must have the ability to operate a radio and communicate effectively.

Must possess an ability to establish and maintain effective working relationships with the public, contractors, Jetport division supervisors and co-workers to effectively obtain satisfactory work output.

Must possess the ability to perform heavy manual work for an extended period.

Ability to operate hand and power equipment to include but not limited to: ladders, staging, grinders, hammers, vacuums, safety equipment, screwdrivers, wrenches, pipe threader, pipe cutters, drills, etc.

Must have the ability to perform a variety of semi-skilled manual tasks.

Must possess the ability to understand and follow oral and simple written instruction.

Desired Experience and Training

Experience in performing semi-skilled maintenance or construction tasks; ability to read simple instructions; completion of high school and possess a GED or any equivalent combination of experience and training.

The capability to interpret plans, sketches, blueprints and diagrams is a plus.

Possesses the aptitude for understanding mechanical and electrical systems.

Necessary Special Requirements

Must have a valid State of Maine Class C Motor Vehicle Operator's License.

Must have and maintain a good driving record.

Must be able to pass all local, state and federal background investigations, specifically TSA regulation 49 CFR part 1542 as published in the Federal Register.

FISCAL IMPACT NOTE			FY26		FY27		FY28	
New Program Cost Data:			City Rate	City / Sch Combined Rate	City Rate	City / Sch Combined Rate	City Rate	City / Sch Combined Rate
Example:								
ADD: NEW ITEM ANNUAL EXPENDITURES				\$441,000		\$454,000		\$463,000
LESS: TOTAL NEW ITEM ANNUAL REVENUES				\$0		\$0		\$0
=NEW ITEM NET TAX RATE IMPACT PROJECTION			\$441,000	\$441,000	\$454,000	\$454,000	\$463,000	\$463,000
New Program Impact to the Tax Rate			\$0.0291	\$0.0291	\$0.0300	\$0.0300	\$0.0306	\$0.0306
New Program % Impact on Tax Rate			0.4432%	0.1940%	0.4563%	0.1997%	0.4653%	0.2037%
Tax Rate Including New Program			\$15.04	\$15.04	\$15.04	\$15.04	\$15.04	\$15.04

This contract includes wage increases of 4% for FY26, 3% for FY27 and 2% for FY28. The contract also includes an additional 6% wage increase for plumbers and electricians in hopes that we can fill vacancies in this area rather than using more costly outside contractual services for this recurring work.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: September 8, 2025

SUBJECT: Order 50-25/26 Accepting and Appropriating a \$22,500 Donation from the Estate of Louise Adams to the Portland Fire Department - Sponsored by Danielle P. West, City Manager

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

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

**Final
Action**

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

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

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

I. SUMMARY

II. AGENDA DESCRIPTION

In her last will and testament, Louise Adams left \$22,500 from her estate to the Portland Fire Department as an appreciation gift for the work they do. If accepted, the Fire Department will use these funds for the establishment of a conference room at Central Station.

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

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

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

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Order - Accepting and Appropriating a \$22,500 Fire Department Conference Room Donation from the Estate of Louise Adams

Prepared by:

Date: 09/08/2025

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 \$22,500 DONATION FROM THE
ESTATE OF LOUISE ADAMS TO THE PORTLAND FIRE DEPARTMENT**

ORDERED, that a \$22,500 donation from the Estate of Louise Adams is hereby accepted and that amount appropriated to the Portland Fire Department for expenses related to the establishment of a new conference room; and

BE IT FURTHER ORDERED, that the City Manager or designee is hereby authorized to execute whatever documents are necessary to effect the intent and purpose of this order.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: September 8, 2025

SUBJECT: Order 51-25/26 Accepting and Appropriating a \$400 Donation from Marianne Tapp to the Portland Fire Department - Sponsored by Danielle P. West, City Manager

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

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

**Final
Action**

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

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

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

I. SUMMARY

II. AGENDA DESCRIPTION

This \$400 donation from Marianne Tapp of will be allocated to Portland Fire Department, East Deering Station Engine 11, to recognize their dedicated service to the Ashton Gardens community. The funds will be used to purchase food, coffee, personal equipment, and station supplies for the crew of Engine 11.

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

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

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

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Order - Accepting and Appropriating a \$400 Fire Department Donation from Marianne Tapp

Prepared by:

Date: 09/08/2025

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 \$400 DONATION FROM
MARIANNE TAPP TO THE PORTLAND FIRE DEPARTMENT**

ORDERED, that a \$400 donation from Marianne Tapp is hereby accepted and that amount appropriated to the Portland Fire Department for employee recognition at its East Deering Station – Engine 11; and

BE IT FURTHER ORDERED, that the City Manager or designee is hereby authorized to execute whatever documents are necessary to effect the intent and purpose of this order.

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

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

**RESOLUTION CONDEMNING NONTRANSPARENT FEDERAL IMMIGRATION
ENFORCEMENT TACTICS, REAFFIRMING COMMITMENT TO
CONSTITUTIONAL AND COMMUNITY SAFETY PRINCIPLES, AND DIRECTING
FURTHER REVIEW OF PROACTIVE LOCAL RESPONSE MEASURES**

WHEREAS, the City of Portland is home to a vibrant immigrant community, including many mixed-status families who contribute to the cultural, economic, and social fabric of the city; and many of their children attend the Portland Public Schools; and

WHEREAS, according to the U.S. Census Bureau, a significant percentage of Portland's population identifies as foreign-born residents and first-generation Americans, making Portland one of the most immigrant-rich communities in Maine and New England; and

WHEREAS, recent federal immigration enforcement activity in the region, particularly by agencies such as U.S. Immigration and Customs Enforcement (ICE), Homeland Security Investigations (HSI), Border Patrol, and other Homeland Security operatives and their subcontractors, has increasingly involved the use of unmarked vehicles, masked agents, tactical gear, and personnel without visible identification or federal markings; and

WHEREAS, such tactics have been documented across the country and within New England, creating confusion and fear among residents, undermining public trust, and raising serious concerns about whether those carrying out enforcement actions are legitimate federal agents or individuals posing as law enforcement; and

WHEREAS, reports and video evidence show that U.S. citizens and immigrants with lawful status have been detained, questioned, or targeted, exacerbating distrust and creating public safety risks; and

WHEREAS, these enforcement methods create confusion and fear, especially in the absence of clear agency identification, increasing the likelihood of miscommunication, mistrust, civil unrest, and community trauma; and

WHEREAS, the City of Portland is committed to the rule of law, civil rights, and the safety and dignity of all its residents, regardless of immigration status; and

WHEREAS, the City Council believes that upholding community trust requires clear, transparent, and accountable practices by all law enforcement agencies operating in Portland; and

NOW, THEREFORE, BE IT RESOLVED, that Mayor Dion and members of the Portland City Council hereby strongly condemn the use of unmarked vehicles, masked agents, and unidentifiable personnel in immigration enforcement activities within the city—especially in or around churches, schools, and other public institutions, recognizing such tactics as harmful to public trust, community safety, and constitutional protections; and

BE IT FURTHER RESOLVED, that the City Council calls upon the U.S. Department of Homeland Security, other federal agencies and their sub agencies to implement clear, uniform identification standards for all field agents, including marked vehicles, visible agency badges, and advance notice protocols when operating in or near local jurisdictions; and

BE IT FURTHER RESOLVED, that the City Council hereby refers this matter to the Health and Human Services and Public Safety Committee to consider policies and/or agreements that seek to prioritize transparency and public safety in immigration enforcement and uphold and protect the civil rights of our community members. Review of such policies and/or agreements should include, but not be limited to, monitoring, verifying, and documenting immigration enforcement activities conducted in the City, collaboration and resource sharing with Portland Public Schools and community organizations who are working directly with impacted families, and any additional strategies that seek to address the miscommunication, mistrust, civil unrest and community trauma caused by the lack of transparency in immigration enforcement.