

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 - OCTOBER 6, 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/7614/media>

PLEDGE OF ALLEGIANCE:

ROLL CALL:

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

ANNOUNCEMENTS:

RECOGNITIONS:

PRESENTATIONS:

SPECIAL MEETING:

Special Meeting of the Corporator of the Portland Fish Pier Authority

Order 52-25/26 Appointing Matthew Moretti and Robert Odlin as Class C Directors of the Portland Fish Pier Authority - Sponsored by Legislative and Nominating Committee, Mayor Mark Dion, Chair

If passed, this order would appoint the following individuals to the Portland Fish Pier Authority:

<u>Name</u>	<u>Board or Committee</u>	<u>Expiration of Term</u>
Matthew Moretti	Portland Fish Pier Authority (Class C Director)	10/31/2028
Robert Odlin	Portland Fish Pier Authority (Class C Director)	10/31/2028

Five affirmative votes are required for passage after public comment.

Special Meeting of the Corporator of the Creative Portland Corporation

Order 53-25/26 Appointing Directors to the Board of the Creative Portland Corporation - Sponsored by Legislative and Nominating Committee, Mayor Mark Dion, Chair

If passed, this order would appoint the following individuals to the Creative Portland Corporation:

<u>Name</u>	<u>Board or Committee</u>	<u>Expiration of Term</u>
Mike Bove	Creative Portland Corporation	11/30/2028
Elyse Grams	Creative Portland Corporation	11/30/2028
Matthew Schwach	Creative Portland Corporation	11/30/2028

Five affirmative votes are required for passage after public comment.

Special Meeting of the Corporator of the Portland Development Corporation

Order 54-25/26 Appointing Sam Dargan to the Board of the Portland Development Corporation - Sponsored by Legislative and Nominating Committee, Mayor Mark Dion, Chair

If passed, this order would appoint the following individuals to the Portland Development Corporation:

<u>Name</u>	<u>Board or Committee</u>	<u>Expiration of Term</u>
Sam Dargan	Portland Development Corporation	9/30/2028

Five affirmative votes are required for passage after public comment.

APPROVAL OF MINUTES OF PREVIOUS MEETING:

City Council Meeting Minutes-September 15, 2025

PROCLAMATIONS:

Proclamation 9-25/26 Recognizing October 13, 2025 as Indigenous Peoples' Day - Sponsored by Mark Dion, Mayor

Proclamation 10-25/26 Recognizing October 19, 2025 as the Portland Lantern Walk - Sponsored by Mark Dion, Mayor

Proclamation 11-25/26 Recognizing October 2025 as Domestic Violence Awareness Month - Sponsored by Mark Dion, Mayor

APPOINTMENTS:

**Order 55-25/26 Appointing Members to Various Boards and Committees -
Sponsored by Legislative and Nominating Committee, Mayor Mark Dion, Chair**

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

<u>Name</u>	<u>Board or Committee</u>	<u>Expiration of Term</u>
Lee Lowry	Board of Assessment Review	9/30/2028
Kristen Dunphy	CDBG	9/30/2028
Sean Fitzpatrick	CDBG	9/30/2028
Jay Knowlton	CDBG	9/30/2029
Carly Lappas	CDBG	9/30/2029
Kristina Randall	CDBG	9/30/2029
Teale Smith	CDBG	9/30/2028
Stephen Von Vogt	Harbor Commission	12/31/2028
William (Kip) DeSerres	Historic Preservation	11/30/2028
Brad Miller	Historic Preservation	11/30/2028
Valerie Paquin-Gould	Historic Preservation	11/30/2028
Kristina Sottery	Historic Preservation	11/30/2028
Simon Thompson	Land Bank Commission (District 3)	6/30/2029
Sam Heck	Portland Housing Authority (Filing Vacant Term)	6/30/2029

Five affirmative votes are required for passage after public comment.

**Order 56-25/26 Appointing Constables for the Parking Division - Sponsored by
Danielle P. West, City Manager**

This appointment would appoint Camden Hanscombe, Bradley MacDonald, Jane Polito, Jake Stelzner, and Derek Viger as Constables and is effective from the effective date of this order until 12:00 midnight, December 31, 2025, and is made pursuant to Portland City Code, Sections 20-19 and 20-19.5. Constables are not allowed to carry a firearm,

concealed or unconcealed, in the performance of duties, or to make arrests.

Five affirmative votes are required for passage after public comment.

CONSENT ITEMS:

Order 57-25/26 Granting Municipal Officers' Approval of Pine & Neal LLC, dba Supper Club Cocktail Lounge. Application for Combined Entertainment at 441 Congress Street - Sponsored by Danielle P. West, City Manager

Application was filed on 8/29/25. This is adding entertainment to a liquor license that was recently approved. The establishment has not opened yet.

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

Order 58-25/26 Granting Municipal Officers' Approval of Woof Play Eat, LLC, dba Woof play Eat. Application for Class XI Restaurant/Lounge at 49 Northport Drive - Sponsored by Danielle P. West, City Manager

Application was filed on 9/11/25. This is a new establishment.

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

COMMUNICATIONS:

Communication 5-25/26 Forest Avenue Unscheduled Bridge Repairs - Maine Turnpike Authority, Andre J. Briere, Executive Director

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

Communication 6-25/26 Re: Tukey's Bridge/Back Cove Trail Closure - Danielle P. West, City Manager

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

UNFINISHED BUSINESS:

Order 48 B-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

Note: This item has been re-numbered as 48B to account for a numbering error.

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. It received its first reading on September 15. Five affirmative votes are required for passage after public comment.

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 on two separate days. It received its first reading on September 15. Five affirmative votes are required for passage after public comment.

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. It received its first reading on September 15. Five affirmative votes are required for passage after public comment.

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 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. It received its first reading on September 15. Five affirmative votes are required for passage after public comment.

ORDERS:

Order 59-25/26 Accepting the Portland Public Art Committee Fiscal Year 2025 Annual Report and Fiscal Year 2026 Budget Plan - Sponsored by Danielle P. West, City Manager

On September 17, 2025, the Portland Public Art Committee voted (9-0, Levesque, Hrenko absent) to recommend the Fiscal Year (FY) 25 Annual Report and FY26 Budget Plan to the Portland City Council.

Five affirmative votes are required for passage after public comment.

Order 60-25/26 Approving Amendment to the Condominium Declaration for Dougherty Commons Unit 2 - Sponsored by the Housing and Economic Development Committee, Councilor Pious Ali, Chair

The Housing and Economic Development Committee met on September 23 and voted 3-0 to recommend approval of this item by City Council.

When the City of Portland sold the Dougherty Commons property, the deed included covenants to ensure the long-term affordability of the three projects to be developed. An issue with these covenants was discovered during the marketing of units for the Dougherty Commons Phase 2 condominium project: MaineHousing has identified a concern with providing mortgage financing to buyers because the covenants do not extinguish upon foreclosure.

Many first-time homebuyer loans are insured by lenders like MaineHousing or the FHA and are then sold on the secondary mortgage market. Affordability covenants that do not extinguish upon foreclosure are not compliant with secondary mortgage market requirements, particularly those of mortgage insurers such as the FHA and MaineHousing. To enable buyers to qualify for loans through programs like MaineHousing's First Home Program, the developers are requesting that the City of Portland allow an amendment to the Declaration of Condominium. This amendment would subordinate the affordability covenants to a MaineHousing mortgage and provide the City with a notice of right to purchase the obligations under the MaineHousing loan to maintain the affordability covenants.

Five affirmative votes are required for passage after public comment.

Order 61-25/26 Accepting and Appropriating a \$400,303 in Maine State Housing Authority Funding for a Winter Warming Emergency Shelter - Sponsored by Danielle P. West, City Manager

If approved, this item would accept and appropriate a \$400,303 grant from MaineHousing to operate an overnight winter warming shelter at 166 Riverside for the 2025-2026 season.

The warming shelter will be operated by an experienced team from the Homeless Services Center when the temperature is 15 °F or below or when snow accumulation is 10 inches or more. On days when it is activated, the shelter will be open from 7:30 PM to 6:00 AM with a capacity for 60 individuals. Expanded shuttle service will be available to and from the site.

This item must be read on two separate days. The conditions of the grant award require that the shelter be operational by November 15, 2025. In order to meet that deadline, staff is requesting that the second reading be waived, which requires seven affirmative votes. Staff also requests that this item be passed as an emergency. Seven votes are required for passage as an emergency following public comment.

Order 62-25/26 Approving Second Amendment to the Service Provider Subcontract Between the City, DC Management LLC, and DC Blueberry LLC - Sponsored by Danielle P. West, City Manager

This is a companion order to the order above.

If approved, this item would amend a subcontract between the City of Portland, DC Management LLC, and DC Blueberry LLC, to expand the City's operations at 66

Riverside Industrial Parkway to include an overnight winter warming shelter.

To make this item effective immediately, staff is requesting that this item be passed as an emergency. Seven affirmative votes are required for passage as an emergency after public comment.

Order 63-25/26 Accepting and Appropriating \$2,000,000 in United States Environmental Protection Agency Funding to the City's Brownfields Revolving Loan Fund - Sponsored by Danielle P. West

This item would accept and appropriate an additional \$2,000,000 in Brownfield cleanup funding from the USEPA to recapitalize Portland's Brownfields Revolving Loan Fund (RLF). This funding is used to remediate contaminated properties of for-profit and non-profit property owners in the City of Portland.

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

Order 64-25/26 Appropriating \$360,000 from the Jill C. Duson Housing Trust Fund to Lambert Woods North LLC - Sponsored by the Housing and Economic Development Committee, Councilor Pious Ali, Chair

The Housing and Economic Development Committee met on September 23 and vote 3-0 to recommend approval of this item to City Council.

Preservation of Affordable Housing (POAH) is requesting \$360,000 in funding for Lambert Woods North, a proposed development located on city-owned land at 622 Auburn Street (future address: 2274 Washington Avenue) and comprising 72 apartments across 6 residential buildings. The project will offer a mix of townhomes and three-story walkup apartments, with 34 one-bedroom, 10 two-bedroom, and 28 three-bedroom units. These units will be affordable for households earning up to 60% of the Area Median Income (AMI), which translates to \$62,340 for a two-person household, \$70,140 for a three-person household, and \$77,880 for a four-person household. The development is designed to be age-inclusive, serve a range of household sizes and will be managed by POAH Communities.

The developer's financial structure for this project includes Low Income Housing Tax credits as well as a City of Portland Affordable Housing Tax Increment Financing/Credit Enhancement Agreement (AHTIF/CEA) (approved by City Council in December, 2023). The AHTIF/CEA will return to the developer 75% of the increased assessed value realized as the result of the development of this project. The AHTIF revenue will be used to offset project operating costs. The project currently has a \$360,000 gap caused by the loss of 45L Energy Tax Credits and increased engineering costs. The 45L energy tax credits were recently eliminated by the federal government. Delays in closing and design changes led to increased engineering, architecture, and legal costs.

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

Order 65-25/26 Appropriating \$5,500,000 from the Portland International Jetport's Unrestricted Funds for a Battery Energy Storage System and Authorizing the Acceptance of Grants and Incentives - Sponsored by the Sustainability and Transportation Committee, Regina Phillips, Chair

On February 12, 2025 the Sustainability & Transportation Committee voted unanimously to recommend this to the City Council for approval.

This order requests the Council appropriate total funding of \$5.5 million from the Jetport's unrestricted funds for a Battery Energy Storage System (BESS) project at the Portland International Jetport. The project will offset the Jetport's electrical loads during peak annual demand hours for ISO-New England and provide needed electrical system resiliency for the Jetport during utility power outages.

The \$5.5 million cost of the project will be offset by a Federal Direct Pay Clean Electricity Investment Credit (CEIC) estimated at \$2.1 million, Efficiency Maine Trust incentives payments estimated at \$900,000, and electric bill savings (ICAP-Installed Capacity Market, transmission, and distribution) that results in a projected payback for the project of 8.6 years.

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

Order 66-25/26 Appropriating \$9.3 million from Jetport Unrestricted Funds to Improve and Expand the Public Surface Parking Lots - Sponsored by the Sustainability and Transportation Committee, Regina Phillips, Chair

On September 10, 2025 the Sustainability & Transportation Committee voted (2-0, Bullett absent) to recommend this to the City Council for approval.

This item requests a \$9.3 million appropriation to expand and improve the existing cell phone lot and gravel parking lot adjacent to Embassy Suites into a new Jetport self-park public parking lot of 667 spaces. The project will bring the existing gravel lot and partially cleared land acquired from Toye Airport Park LLC in 2021 up to current standards for lighting, stormwater treatment, pedestrian access, and landscaping. The proposed project also includes development of approximately 2.2 acres of Jetport land zoned Airport Business adjacent to the former Toye Airport Park LLC parcel for surface parking and a pad for a proposed Battery Energy Storage System (BESS) project. The project will net 265 new parking spaces.

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

AMENDMENTS:

Order 67-25/26 Amendment to Portland City Code Chapter 25 RE: Naming of Assets - Sponsored by Sustainability and Transportation Committee, Councilor Regina Phillips, Chair

At its September 10, 2025 meeting, the Sustainability & Transportation Committee unanimously recommended this item to the Council for approval.

If passed, this order would create a process by which the naming and renaming of City assets would be considered by the City Council. Among other things, this order provides a process by which members of the public can seek the naming/renaming of assets; establishes criteria by which naming/renaming proposals should be considered; and ensures meaningful community engagement throughout the process.

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

EXECUTIVE SESSION:

ADJOURNMENT:

MEMORANDUM
City Council Agenda Item

FROM:

DATE: September 29, 2025

SUBJECT: Special Meeting of the Corporator of the Portland Fish Pier Authority

Order 52-25/26 Appointing Matthew Moretti and Robert Odlin as Class C Directors of the Portland Fish Pier Authority - Sponsored by Legislative and Nominating Committee, Mayor Mark Dion, Chair

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

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

**Final
Action**

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

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

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

I. SUMMARY

II. AGENDA DESCRIPTION

If passed, this order would appoint the following individuals to the Portland Fish Pier Authority:

<u>Name</u>	<u>Board or Committee</u>	<u>Expiration of Term</u>
Matthew Moretti	Portland Fish Pier Authority (Class C Director)	10/31/2028
Robert Odlin	Portland Fish Pier Authority (Class C Director)	10/31/2028

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

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

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Appointment - Appointing Directors to FPA
2. Board & Committee Appointment-Fish Pier Authority - 10.06.2025

Prepared by:

Date: 09/29/2025

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

**ORDER APPOINTING MATTHEW MORETTI AND ROBERT ODLIN AS CLASS C
DIRECTORS OF THE PORTLAND FISH PIER AUTHORITY**

ORDERED, that the Portland City Council, acting in its capacity as Corporator of the Portland Fish Pier Authority, hereby appoints Matthew Moretti and Robert Odlin as Class C Directors of the Portland Fish Pier Authority, both with terms to expire on October 31, 2028.

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



To: Mayor and City Councilors
From: Ashley Rand, City Clerk
Date: October 6, 2025
Re: Appointment to Various Boards and Committees

The Nominating Committee is making the following recommendation to the City Council. The nominating committee met on Tuesday, September 9th to conduct interviews.

If passed, this order would appoint the following individuals to the Portland Fish Pier Authority:

Name	Board and Committee	Expiration
<u>Name</u>	<u>Board or Committee</u>	<u>Expiration of Term</u>
Matthew Moretti	Portland Fish Pier Authority (Class C Director)	10/31/2028
Robert Odlin	Portland Fish Pier Authority (Class C Director)	10/31/2028

MEMORANDUM
City Council Agenda Item

FROM:

DATE: September 29, 2025

SUBJECT: Special Meeting of the Corporator of the Creative Portland Corporation

Order 53-25/26 Appointing Directors to the Board of the Creative Portland Corporation - Sponsored by Legislative and Nominating Committee, Mayor Mark Dion, Chair

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

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

**Final
Action**

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

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

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

I. SUMMARY

II. AGENDA DESCRIPTION

If passed, this order would appoint the following individuals to the Creative Portland Corporation:

<u>Name</u>	<u>Board or Committee</u>	<u>Expiration of Term</u>
Mike Bove	Creative Portland Corporation	11/30/2028
Elyse Grams	Creative Portland Corporation	11/30/2028
Matthew Schwach	Creative Portland Corporation	11/30/2028

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

Please indicate whether or not there is a financial impact. Please note that per Council Rule 12, this form must have "a separate fiscal impact statement memo attached if the impact of the item is \$50,000 or more in a given fiscal year. This memo shall include details and information describing the fiscal impact including, but not

limited to, projected costs, revenues or savings over a three (3) year period and/or any potential impacts on the City tax levy."

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Appointment - Appointing Directors to Creative Portland
2. Board & Committee Appointment-Creative Portland - 10.06.2025

Prepared by:

Date: 09/29/2025

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

**ORDER APPOINTING DIRECTORS TO THE BOARD OF THE CREATIVE
PORTLAND CORPORATION**

ORDERED, that the City Council, acting in its capacity as Corporator of the Creative Portland Corporation, hereby appoints Mike Bove, Elyse Grams, and Matthew Schwach to the Board of Directors of the Creative Portland Corporation, all with terms to expire on November 30, 2028.

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



To: Mayor and City Councilors
From: Ashley Rand, City Clerk
Date: October 6, 2025
Re: Appointment to Various Boards and Committees

The Nominating Committee is making the following recommendation to the City Council. The nominating committee met on Tuesday, September 9th to conduct interviews.

If passed, this order would appoint the following directors to the Creative Portland Corporation:

Name	Board and Committee	Expiration
<u>Name</u>	<u>Board or Committee</u>	<u>Expiration of Term</u>
Mike Bove+	Creative Portland	11/30/2028
Elyse Grams+	Creative Portland	11/30/2028
Matthew Schwach	Creative Portland	11/30/2028

+Indicates New Board Member

MEMORANDUM
City Council Agenda Item

FROM:

DATE: September 29, 2025

SUBJECT: Special Meeting of the Corporator of the Portland Development Corporation

Order 54-25/26 Appointing Sam Dargan to the Board of the Portland Development Corporation - Sponsored by Legislative and Nominating Committee, Mayor Mark Dion, Chair

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

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

**Final
Action**

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

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

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

I. SUMMARY

II. AGENDA DESCRIPTION

If passed, this order would appoint the following individuals to the Portland Development Corporation:

<u>Name</u>	<u>Board or Committee</u>	<u>Expiration of Term</u>
Sam Dargan	Portland Development Corporation	9/30/2028

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

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

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Appointment - Appointing Directors to PDC
2. Board & Committee Appointment-PDC- 10.06.2025
3. PDC 2025 Annual Report 9.26..2025 (1)

Prepared by:

Date: 09/29/2025

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

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REGINA L. PHILLIPS (3)
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KATE SYKES (5)

**ORDER APPOINTING SAM DARGAN TO THE BOARD OF THE PORTLAND
DEVELOPMENT CORPORATION**

ORDERED, that the City Council, acting in its capacity as Corporator of the Portland Development Corporation, hereby appoints Sam Dargan to the Board of Directors of the Portland Development Corporation, whose term shall expire on September 30, 2028.

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

To: Mayor and City Councilors
From: Ashley Rand, City Clerk
Date: October 6, 2025
Re: Appointment to Various Boards and Committees



The Nominating Committee is making the following recommendation to the City Council. The nominating committee met on Tuesday, September 9th to conduct interviews.

If passed, this order would appoint the following individual to the Portland Development Corporation:

Name	Board and Committee	Expiration
<u>Name</u>	<u>Board or Committee</u>	<u>Expiration of Term</u>
Sam Dargan	Portland Development Corporation	9/30/2028

Portland Development Corporation

FY 2025 ANNUAL REPORT



Photo Credit: Laura Bramley, Four West Studio LLC

Portland Development Corporation

BOARD OF DIRECTORS

FISCAL YEAR END 2025 ANNUAL REPORT



*Prepared by City of Portland
Housing and Economic Development Staff*

ABOUT THE PORTLAND DEVELOPMENT CORPORATION

Formed by the City in 1991, the Portland Development Corporation (PDC) reviews and approves all requests for commercial loans and grants from the City's business assistance program. The Housing and Economic Development Department provides the primary staff support to the PDC Board of Directors, with legal assistance from Corporation Counsel. The Department is also responsible for marketing and administration of the PDC's Commercial Loan and Grant Programs. This annual report provides an overview of the PDC's activities in Fiscal Year 2025 (July 1, 2024 through June 30, 2025), during which time the PDC Board of Directors met remotely via Zoom fifteen times.

PDC loans and grants are designed to complement private sources of funding to support Portland's for- and non-profit businesses, increase jobs and the City's tax base, while achieving broad-based and equitable economic development.



Idriss Cingoyi Kambeya, owner of Driscoll Child Development Center, has received both loan and grant financing from the PDC to grow his child care business.

PDC LOAN PORTFOLIO

At the end of FY25, the PDC active loan portfolio had 34 active loans, totaling an original amount lent of \$3.76 million. These loans leveraged \$88.4 million in private investment in Portland, for a leverage of \$23.4 of private funds invested. This means that for every dollar lent by the PDC, more than \$23 of private capital is leveraged. These loans helped to create or retain 323 jobs, and include a diverse mix of Portland businesses, ranging from microenterprises to real estate development companies.

PDC LENDING HISTORY

- ➡ Total Amount of Funds Lent
\$14,589,472
- ➡ Private Financing Leveraged
\$204,130,215
- ➡ Jobs Retained
1,566
- ➡ Jobs Created
927

Since its inception in 1991, the PDC has made 221 loans to a wide range of businesses in Portland, including breweries, biosciences, hospitality, restaurants, retail, child care, sports and fitness, wildlife conservation, and food security non profits, among others.

The default amount is \$733,899, which is 5% of the total amount of funds lent. This amount is just one-third of the 15% capital reserve provisioned for this purpose.



FY 2025 PDC ACTIVITY

During FY2025, the PDC closed commercial loans to eight businesses for a total of \$901,500, two Brownfield grants of \$500,000 and \$70,000, five Microenterprise Grants (funded by the American Rescue Plan Act) of \$5,000 each totalling \$25,000, and ten Job Creation Grants (funded by the City of Portland's Community Development Block Grant) of \$10,000 each totalling \$100,000.



Cultivating Community received a PDC loan to construct 500 raised garden beds in Portland's community gardens.

(Photo credit: Cultivating Community)

AT A GLANCE

+8 **COMMERCIAL
LOANS**
\$901,500

+2 **BROWNFIELD
GRANTS**
\$570,000

+5 **MICROENTERPRISE
GRANTS**
\$25,000

+10 **JOB CREATION
GRANTS**
\$100,000

FY25 TOTAL
\$1,596,500

COMMERCIAL LOAN ACTIVITY: FY2021 THROUGH FY2025

	FY2021	FY2022	FY2023	FY2024	FY2025
No. of loans made	3	3	5	3	8
\$ of Funds Lent	298,000	425,250	555,000	457,688	901,500
Leverage Ratio	1:7	1:10	1:49	1:4	1:5
Jobs Created	8	4	30	25	30
Jobs Retained	40	6	10	30	11

The FY2025 PDC loan portfolio grew with eight commercial loans closed for a total of \$901,500, helping to create thirty new jobs and retain eleven. These loans leveraged \$4,129,550 in private commercial investment.

FY25 COMMERCIAL LOANS

The City of Portland's Revolving Loan Fund provides commercial financing to businesses located in Portland to facilitate economic growth and job creation.

Loans are available to start-up and existing businesses, for-profit as well as non-profit, and generally range from \$10,000 to \$250,000.

Businesses are encouraged to establish relationships with banks and credit unions to access conventional financing.

The City's loans are intended to assist when there is a financing gap, or when businesses are not yet able to access conventional funding.



Moonbats Poster Shop

Kehben Grier, owner of Moonbats Poster Shop, used loan funds to purchase inventory, a vehicle, and marketing materials.

The loan enabled Kehben to expand operations to a brick and mortar space after two years of sidewalk sales.

FY25 COMMERCIAL LOANS

A total of EIGHT commercial loans were closed by the PDC in FY25:

+8

- Two Fat Cats Bakery
- Biodiversity Research Institute
- Cultivating Community
- Yardie Ting
- Salud Portland
- Mandy and Matt's Cafe
- Leda
- Moonbats Poster Shop

Two Fat Cats Bakery

Stacy Begin, owner of Two Fat Cats Bakery, used loan funds to open a new location in Portland's West End.



Mandy & Matt's Cafe

Matt and Amanda Lebel, owners of Mandy & Matt's Cafe, used loan funds to help secure real estate to open their new business, located in Morrills Corner.

In FY25, the PDC introduced an option for potential loan applicants who may be religiously prohibited from paying interest to pay a fee on their City loan instead, increasing the inclusivity and accessibility of the City's loan product.

AMERICAN RESCUE PLAN ACT (ARPA) MICROENTERPRISE GRANT PROGRAM

This program provided grants to businesses that were impacted by the COVID-19 pandemic, originally starting in FY2022 with \$272,500 in total funds, which were quickly depleted with grants to 51 businesses.

In FY2024, with additional ARPA funding allocated by the City Council, the PDC awarded grants of \$5,000 to 81 low-moderate income microbusiness owners, totaling \$405,000. With the remaining funding available, the PDC awarded 5 more grants during FY2025, nearly bringing this program to a close. Businesses used the grants for a variety of needs such as marketing, inventory, rent and payroll.

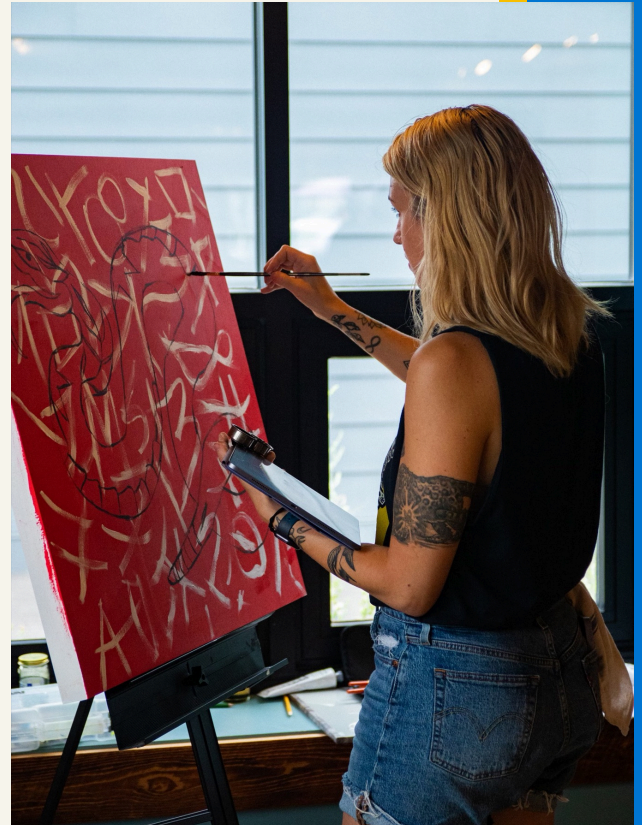


Photo Credit: Four West Studio



Photo Credit: Pine Coast Painting

FY2025 GRANTEES:

- Calmbrook
- Pine Coast Painting
- Luxe White Tooth Care
- Four West Studio
- Babb's Ceramics

137
ARPA GRANTS AWARDED
SINCE 2022!

BROWNFIELD LOANS AND GRANTS FY2021 THROUGH FY2025

	FY2021	FY2022	FY2023	FY2024	FY2025
No. of Brownfield Grants/ Loans	1 Loan & 1 Grant	1 Loan & 1 Grant	2 Grants	1 Grant	2 Grants
Total \$	\$250,00 Loan/ \$150,00 Grant	\$425,250	\$51,500	\$574,000	\$570,000

Since 1996, the City of Portland has received nearly \$7 million in Brownfields funding from the US EPA for assessment and cleanup of environmentally contaminated sites. The City has been notified that it will receive another \$2 million in supplemental clean-up funding in FY26.

The City Council accepts and appropriates these funds to recapitalize the Brownfields Revolving Loan and Grant Program and a Brownfield Assessment Program. The revolving loan funds are used as loans to for-profit developers, and, in some cases, as grants to non-profits, to remediate Brownfields sites throughout the City.

The PDC has granted staff administrative oversight of the assessment grant funds, which covers the cost of Phase I and Phase II Environmental Site Assessments in Portland. In FY25, assessment work was done at various sites, including (but not limited to) Fitzpatrick Stadium, Mechanics Hall, and Maine State Pier.

FY25 BROWNFIELDS ACTIVITY



In FY25, the PDC Board approved the largest Brownfields remediation project in PDC history. Avesta Housing received approval for a combined \$2.6 million in financing (\$2.1 mill. loan which closed in FY26, and \$500,000 grant which closed in FY25) for an development at 89 Elm Street to create 201 units of affordable housing.

The PDC approved a \$70,000 grant to assess potential contamination at Fitzpatrick Stadium that was generated by the more than \$2 million in stadium improvements provided by the Hearts of Pine, Portland's new professional soccer team. Later in FY25, PDC staff leveraged this PDC investment with a Brownfields cleanup grant of \$205,000 from the Greater Portland Council of Governments to complete the cleanup of the site.



PDC staff also secured a Targeted Brownfields Assessment (TBA) at the Maine State Pier, a service in which EPA directs a contractor to conduct environmental assessment activities at no cost to the recipient community. The TBA, valued at \$130,000, will help the City understand how contamination will impact potential future reuse.

CDBG JOB CREATION GRANTS

The Business Assistance Program for Job Creation (BAP) provides reimbursement grants to for-profit Portland businesses to create new net jobs for low/moderate income individuals with \$10,000 per full-time job (or two part-time jobs). This is a matching grant program funded by the City of Portland's Community Development Block Grant. Since the program's inception (FY12 through FY25), 80 recipients have created 160 jobs.

10 FULL-TIME EQUIVALENT JOBS CREATED IN FY2025

- Belleflower Brewing Co.
- Two Fat Cats Bakery
- Hunt & Alpine
- Leda
- Sur Lie
- Driscoll Child Development Center
- Burundi Star Coffee
- Polish Nail Salon
- Salud Portland
- Cong Tu Bot

"With help from the Portland Development Corporation's grant, we were able to expand our team and bring on a talented new employee—supporting our commitment to offering full-time, sustainable, and growth-focused positions in the local workforce."

Our salon is proud to provide a positive, inclusive environment where clients and employees alike feel valued, seen, and supported.

We're deeply grateful to be part of Portland's small business community and to receive this investment in our growth and mission."

Victoria Churchill, Founder of Polish



Photo Credit: Polish

PDC CLIENT SPOTLIGHT



Photo Credits: Salud Portland

Dorienne Lewin, owner of Salud Portland, needed financing to grow her East Bayside fitness studio. With a commercial loan as well as a job creation grant from the PDC, she was able to expand into a larger space, renovate the studio, and hire additional staff for her enlarged business, where she can now offer a variety of fitness classes all under one roof, including Pilates, barre, and trampoline.

Leda, another PDC loan and grant client, offers smoothies, specialty lattes, and drop-in childcare inside Salud's new fitness studio space.

CITY/PDC ANNUAL AWARDS PROGRAM

Returning in 2023 after a four-year hiatus due to the COVID pandemic, the Annual Business Awards was once again held on November 21, 2024 to honor Portland businesses for their contribution to our economy. The four categories this past year awarded by the City of Portland and the PDC were: Economic Development Achievement, Small Business of the Year, PDC Client of the Year, and the Legacy Award.



2024 Business Award Recipients: Pictured from left to right; PDC Board President Kierston Van Soest, Mayor Mark Dion, City Manager Danielle West, Portland Community Squash Development Director Sarah Stickney and Executive Director Barrett Takesian, Biodiversity Research Institute Executive Director David Evers, Portland Ship Yard owner Phineas Sprague Jr., and DiMillos on the Water Managers Steve DiMillo and Johnny DiMillo.

PDC CLIENT OF THE YEAR: BIODIVERSITY RESEARCH INSTITUTE

Based in Portland at 276 Canco Road, BRI is a nonprofit organization dedicated to ecological research with the mission of assessing emerging threats to wildlife and ecosystems. BRI's story began in 1989 with the capture of a Common Loon on a Michigan lake by founder, David Evers, Ph.D. More than three decades later, their research spans 50+ countries in an effort to understand and mitigate the impacts of pressing ecological threats to wildlife and ecosystems. This mission significantly impacts communities by promoting sustainable practices and enhancing ecological knowledge that benefits both local and global environments.



SMALL BUSINESS OF THE YEAR: PORTLAND COMMUNITY SQUASH

Portland Community Squash, at 66 Noyes Street, started as a grassroots effort to bring squash to Maine in 2013 with the goal of creating an inclusive and intentionally diverse squash community. Hundreds of volunteers and thousands of supporters helped PCS to open the facility in January 2017. The facility offers squash, wellness, and education to hundreds of adults and students. Currently serving an average of 200 students yearly, the recent \$6M expansion to add three more courts and a cafe will expand their reach even further.



ECONOMIC DEVELOPMENT ACHIEVEMENT: PORTLAND SHIP YARD

The Ship Yard values the working waterfront and serves the various businesses that make up the commercial industry, from fishing to large passenger transportation. It has a full service rigging, welding, A/C electronics, fiberglass, paint/varnish, carpentry, and cabinetry facility. From parts and service, to use of their Travel Lift, it has the services needed for the industry. The Sprague family has been in this business on Portland's waterfront for over 40 years and is a valued part of Portland's ocean economy.



LEGACY AWARD: DiMILLOS RESTAURANT AND MARINA

The DiMillo family has been serving fine food in Portland since Tony DiMillo opened his first restaurant, Anthony's in 1954. DiMillo's Floating Restaurant began serving seafood on the water in 1982 and after 20 years changed its name to DiMillo's On the Water. This family-owned and operated establishment was the first floating restaurant to open on the upper East Coast. The Marina provides summer and year-round dockage. DiMillo's yacht sales are in Portland, Freeport, Kennebunk, and Kittery, Maine, plus Glen Cove, New York, Oxford & West River, Maryland. The company's contributions to Portland's economy and identity can hardly be overstated - 70 years from the first business in 1954!



PORTLAND DEVELOPMENT CORPORTATION

STATEMENT OF NET POSITION June 30, 2025 (Preliminary and Subject to Audit)

PORTLAND DEVELOPMENT CORPORATION
Statement of Net Position
June 30, 2025

(Preliminary and Subject to Audit)

Assets

Cash		\$ 2,464,417
Due from other government		16,961
Accounts receivable		3,663
Loans receivable	\$ 3,042,488	
Allowance for uncollectible loans	(456,900)	2,585,588
Total assets		<u>\$ 5,070,628</u>

Liabilities and Fund Equity

Liabilities:		
Accounts payable	\$ 8,562	
Total liabilities		\$ 8,562
Fund equity:		
Reserves		
Loans receivable	\$ 2,585,588	
Economic Development Fund	113,224	
Unrestricted UDAG	326,539	
Restricted CIP	362,631	
Unrestricted CIP	169,351	
FAME	415,056	
EPA Revolving Loan Fund (Brownfield)	470,151	
FAME SSBCI	481,368	
Brownfield grants	138,159	
Total fund equity		<u>5,062,066</u>
Total liabilities and fund equity		<u>\$ 5,070,628</u>

PORTLAND DEVELOPMENT CORPORTATION

Statement of Revenues, Expenditures, and Changes in Fund Balance for the Year Ended: **June 30, 2025** (Preliminary and Subject to Audit)

PORTLAND DEVELOPMENT CORPORATION
Statement of Revenues, Expenditures,
and Changes in Fund Balance
For the Year Ended
June 30, 2025
(Preliminary and Subject to Audit)

Revenues and Financing Sources

Federal grants	\$ 1,253,882	
Application fees and charges for services	26,515	
Interest received on loans	162,917	
Investment interest income	<u>73,334</u>	
Total revenues and financing sources		\$ 1,516,648

Expenditures and Other Charges

Administrative services	\$ 8,685	
Net payments to contractors	1,198,308	
Adjustments to allowances	<u>105,500</u>	
Total expenditures and other charges		<u>1,312,493</u>
Excess (deficiency) of revenues over expenditures		\$ 204,155
Fund balance, June 30, 2024		<u>4,857,912</u>
Fund balance, June 30, 2025		<u><u>\$ 5,062,066</u></u>



The PDC looks forward to continuing to assist in providing and leveraging investment in Portland area businesses and development projects. With grant programs, its loan portfolio growing, and loan funds available to invest, the PDC would like to thank the City Council for its continued support.

PDC BOARD OF DIRECTORS:

Councilor Ben Grant
Jonathan Berg
Matthew Buonopane
Sam Dargan
Eamonn Dundon, Treasurer
Nathan Henry
Scott Kleiman
Kierston Van Soest, President
Beverly Werber, Secretary
Nikki Yanok
Dena Libner, Assistant City Manager

PDC STAFF:



Greg Watson, Housing and Economic Development Director
Nancy Martin, Business Programs Manager
Kaela Gonzalez, Program Coordinator
Lori Paulette, Principal Administrative Officer
Avery Dandreta, Associate Corporation Counsel
Amy McNally, Associate Corporation Counsel



PORTLANDMAINE.GOV

ZOOM INFORMATION:

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

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

PLEDGE OF ALLEGIANCE:

Mayor Dion led all present in the Pledge of Allegiance.

ROLL CALL:

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

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

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

Mayor Dion opened the floor for public comment. The following individuals spoke: Joey Burnelle (Pine Street), Stephen Scharff (Brackett Street), William Higgins (Riverside Street), Ryan Dunlap (Hanover Street), Gregory Gould (Milton Street)

ANNOUNCEMENTS:

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

RECOGNITIONS:

PRESENTATIONS:

APPROVAL OF MINUTES OF PREVIOUS MEETING:

City Council Meeting Minutes-September 3, 2025

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

PROCLAMATIONS:

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

Councilor Ali read Proclamation 5-25/26 Recognizing Batimbo United as Cultural Treasure into the record.

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

Councilor Bullett read Proclamation 6-25/26 Recognizing September 15 to September 21, 2025, as Diaper Need Awareness Week into the record.

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

Councilor Pelletier read Proclamation 7-25/26 Recognizing September 15 to October 15, 2025 as Hispanic Heritage Month into the record.

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

Councilor Fournier read Proclamation 8-25/26 Recognizing September 30 as the National Day of Remembrance for U.S. Indian Boarding Schools into the record.

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

Orders 47-25/26 through Order 48-25/26 were read and passed as consent items. Public comment was taken on orders together.

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

Passage: 9-0

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

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

Orders 47-25/26 through Order 48-25/26 were read and passed as consent items. Public comment was taken on orders together.

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

Passage: 9-0

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

COMMUNICATIONS:

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

Mary Davis (Housing & Community Development Division Director) provided Communication 4-25/26 Consolidated Annual Performance and Evaluation Report (CAPER) for HUD-funded programs

**As a communication, no formal action is required*

UNFINISHED BUSINESS:

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 for passage.

Passage: 9-0

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

The following amendments were voted on:

Motion was made by Councilor Ali and seconded by Councilor Bullett to amend.

Amendment titled: Ali Amendment #1-RE: Minimum Fares. Amendment is in backup materials. Failed: 3-6 (Councilor Fournier, Grant, Sykes, Pelletier, Michniewicz, Bullett Opposed)

The following Councilors commented on the amendment: Councilor Sykes, Councilor Ali, Mayor Dion, Councilor Pelletier

**Amendment Failed*

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

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

Passage: 9-0

The Mayor opened the floor for public comment. The following individuals spoke: Stephen Scharff (Brackett Street), Councilor Pelletier, Mayor Dion, Mike Murray (Director of Public Works)

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 is 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 is 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

This is 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 is first reading.

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

Motion was made by Councilor Phillips and seconded by Councilor Ali to suspend Council rules to take an un-agenda item from the floor. Passage 9-0

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

Passage: 9-0

The Mayor opened the floor for public comment. The following individuals spoke: Joey Brunelle (Parris St), Carrie Donough (Portland Resident), Sarah Letz (Portland Board of Education Chair)

EXECUTIVE SESSION:

ADJOURNMENT:

Motion was made by Councilor Phillips and seconded by Councilor Pelletier to adjourn. Passage 9-0 at 6:50pm

A TRUE RECORD

Ashley Rand, City Clerk

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

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

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

RECOGNIZING OCTOBER 13, 2025 AS INDIGENOUS PEOPLES' DAY

- WHEREAS** the City Council of the City of Portland recognizes that Portland was founded and is built upon lands first inhabited by the Indigenous People of this Aucocisco (Casco Bay) region, The Maliseet/Wolastoqiyik, Mi'kmaq, Penobscot and Passamaquoddy tribes, known collectively as the Wabanaki Confederacy, or "People of the Dawnland"; and
- WHEREAS,** the City of Portland recognizes that the Indigenous Peoples of the lands that would later become known as the Americas have inhabited these lands since time immemorial; and
- WHEREAS,** the history of this Nation includes the forcible removal of Indigenous Peoples from their ancestral lands, forcing assimilation, and nearly erasing the vibrant cultures of our first environmental stewards; and
- WHEREAS,** the City of Portland recognizes that confronting our past requires strong self-reflection, honesty, and accountability to do better than those who came before us for the benefit of the next seven generations and this work is done in partnership with our sovereign Indigenous Nations; and
- WHEREAS,** the City of Portland is proud to be included in a growing number of cities and towns in the United States to have recognized the second Monday of October as Indigenous Peoples' Day, thereby creating an opportunity to reflect on our past, learn about and celebrate Indigenous Peoples, their resiliency, and their very real modern presence in our community, not just a relic of the past; and
- NOW, THEREFORE, BE IT RESOLVED, THAT I,** Mark Dion, Mayor of the City of Portland, Maine, and members of the Portland City Council, do hereby recognize Monday, October 13, 2025 as Indigenous Peoples' Day, and encourage residents to acknowledge and honor the First Nations members of our community, past and present, without whom the creation of this country would not have been possible.

Signed and sealed this 6th day of October 2025



**Mark Dion, Mayor
City of Portland**

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

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

P R O C L A M A T I O N
RECOGNIZING OCTOBER 19, 2025
AS THE PORTLAND LANTERN WALK

- WHEREAS,** The Portland Lantern Walk is more than a mere event; it is an annual, vibrant celebration of community, culture, and creativity that seeks to light the way for a brighter, more connected, and culturally enriched city; and
- WHEREAS,** The Mission of The Portland Lantern Walk is to symbolically and literally illuminate the night, encouraging participants to craft and carry lanterns of their own design, transforming public spaces into a mesmerizing spectacle that sparks wonder and introspection; and
- WHEREAS,** This gathering is a dedicated effort to cultivate togetherness by bridging divides and nurturing a deep sense of belonging among all residents, celebrating our differences and finding strength in our shared humanity; and
- WHEREAS,** The Walk seeks to honor tradition and innovation, respecting time-honored lantern festival customs while embracing new creativity in design, thereby fostering an ever-evolving event that reflects our shared experiences; and
- WHEREAS,** The event provides a crucial platform to support local arts and culture, showcasing the talents of local artists, musicians, and performers, and enriching the city's cultural ecosystem by fostering an environment that values and nurtures the arts; and
- WHEREAS,** The Portland Lantern Walk is committed to promoting sustainability by encouraging the use of environmentally responsible materials in lantern-making and promoting responsible disposal practices to preserve our cherished natural surroundings; and
- WHEREAS,** This annual tradition is committed to creating lasting memories for participants of all ages, bringing joy, inspiration, and wonder to our community;

NOW, THEREFORE, BE IT RESOLVED, THAT I, Mark Dion, Mayor of the City of Portland, and members of the City Council do hereby recognize October 19, 2025 as the Portland Lantern Walk as a vital, unifying celebration where art illuminates community, embodying the creative and inclusive spirit of our City.

Signed and sealed this 6th day of October 2025



**Mark Dion, Mayor
City of Portland**

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

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

P R O C L A M A T I O N
RECOGNIZING OCTOBER 2025
AS DOMESTIC VIOLENCE AWARENESS MONTH

- WHEREAS,** domestic abuse and violence is a serious injustice that affects people and family of all races, ages, genders and income levels; and
- WHEREAS,** 1 in 4 women and 1 in 7 men has experienced abuse and violence by an intimate partner in their lifetime, and trans and gender non-binary people experience abuse from partners at disproportionate rates; and
- WHEREAS,** each year, nearly half of all homicides in Maine are related to domestic abuse and violence; and
- WHEREAS,** support and help is available in our community 24/7 to anyone affected by domestic abuse at Through These Doors, our local partner who has been supporting victims of domestic abuse and violence in Cumberland County since 1977; and
- WHEREAS,** all people in our community have opportunities to support people experiencing abuse and violence, challenge the behavior of abusive people, and transform the belief systems that allow abuse to thrive; and
- WHEREAS,** together, our individual actions are what will end domestic abuse;

NOW, THEREFORE, BE IT RESOLVED, THAT I, Mark Dion, Mayor of the City of Portland, and members of the City Council do hereby recognize October 2025 as Domestic Violence Month and urge all citizens to recognize this observance and to learn more about the local services available to support victims of domestic abuse and violence in our community.

Signed and sealed this 6th day of October 2025



**Mark Dion, Mayor
City of Portland**

MEMORANDUM
City Council Agenda Item

FROM:

DATE: September 16, 2025

SUBJECT: Order 55-25/26 Appointing Members to Various Boards and Committees -
Sponsored by Legislative and Nominating Committee, Mayor Mark Dion, Chair

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

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

**Final
Action**

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

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

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

I. SUMMARY

II. AGENDA DESCRIPTION

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

<u>Name</u>	<u>Board or Committee</u>	<u>Expiration of Term</u>
Lee Lowry	Board of Assessment Review	9/30/2028
Kristen Dunphy	CDBG	9/30/2028
Sean Fitzpatrick	CDBG	9/30/2028
Jay Knowlton	CDBG	9/30/2029
Carly Lappas	CDBG	9/30/2029
Kristina Randall	CDBG	9/30/2029
Teale Smith	CDBG	9/30/2028
Stephen Von Vogt	Harbor Commission	12/31/2028
William (Kip) DeSerres	Historic Preservation	11/30/2028
Brad Miller	Historic Preservation	11/30/2028
Valerie Paquin-Gould	Historic Preservation	11/30/2028

Kristina Sottery	Historic Preservation	11/30/2028
Simon Thompson	Land Bank Commission (District 3)	6/30/2029
Sam Heck	Portland Housing Authority (Filing Vacant Term)	6/30/2029

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

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

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Appointment - Appointing Members to Various Boards & Committees
2. Board & Committee Appointment-Variou Boards - 10.06.2025 (1)

Prepared by:

Date: 09/16/2025

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

ORDER APPOINTING MEMBERS TO VARIOUS BOARDS AND COMMITTEES

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

<u>Name</u>	<u>Board or Committee</u>	<u>Expiration of Term</u>
Lee Lowry	Board of Assessment Review	9/30/2028
Kristen Dunphy	CDBG	9/30/2028
Sean Fitzpatrick+	CDBG	9/30/2028
Jay Knowlton+	CDBG	9/30/2029
Carly Lappas+	CDBG	9/30/2029
Kristina Randall+	CDBG	9/30/2029
Teale Smith	CDBG	9/30/2028
Stephen Von Vogt	Harbor Commission	12/31/2028
William (Kip) DeSerres+	Historic Preservation	11/30/2028

Brad Miller	Historic Preservation	11/30/2028
Valerie Paquin-Gould	Historic Preservation	11/30/2028
Kristina Sottery+	Historic Preservation	11/30/2028
Simon Thompson+*	Land Bank Commission (District 3)	6/30/2029
Sam Heck*+	Portland Housing Authority	6/30/2029

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



To: Mayor and City Councilors
From: Ashley Rand, City Clerk
Date: October 6, 2025
Re: Appointment to Various Boards and Committees

The Nominating Committee is making the following recommendation to the City Council. The nominating committee met on Tuesday, September 9th to conduct interviews.

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

Name	Board and Committee	Expiration
<u>Name</u>	<u>Board or Committee</u>	<u>Expiration of Term</u>
Lee Lowry	Board of Assessment Review	9/30/2028
Kristen Dunphy	CDBG	9/30/2028
Sean Fitzpatrick+	CDBG	9/30/2028
Jay Knowlton+	CDBG	9/30/2029
Carly Lappas+	CDBG	9/30/2029
Kristina Randall+	CDBG	9/30/2029
Teale Smith	CDBG	9/30/2028
Stephen Von Vogt	Harbor Commission	12/31/2028
William (Kip) DeSerres+	Historic Preservation	11/30/2028
Brad Miller	Historic Preservation	11/30/2028
Valerie Paquin-Gould	Historic Preservation	11/30/2028
Kristina Sottery+	Historic Preservation	11/30/2028
Simon Thompson+*	Land Bank Commission (District 3)	6/30/2029

Sam Heck*+	Portland Housing Authority	6/30/2029
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+Indicates New Board Member

* Indicates filing a vacant term

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

**CDBG three seats are for four years. Fixing a one time error with term appointments. So the terms get back on track with staggered terms.*

MEMORANDUM
City Council Agenda Item

FROM:

DATE: September 18, 2025

SUBJECT: Order 56-25/26 Appointing Constables for the Parking Division - 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 appointment would appoint Camden Hanscombe, Bradley MacDonald, Jane Polito, Jake Stelzner, and Derek Viger as Constables and is effective from the effective date of this order until 12:00 midnight, December 31, 2025, and is made pursuant to Portland City Code, Sections 20-19 and 20-19.5. Constables are not allowed to carry a firearm, concealed or unconcealed, in the performance of duties, or to make arrests.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

Parking Control Officers patrol the streets of Portland utilizing different methods to encourage compliance of the city's parking regulations. The License Plate Recognition (LPR) equipment and software help aid the officers on the street by allowing them to quickly determine if a vehicle is not compliant with local directives and signage. Having the capability to effectively monitor on street parking through the use of LPR technology allows our officers to maximize their areas of coverage as well as closely monitor vehicles to allow turnover parking. Parking Control Officers use the LPR reader to determine the length of stay in parking spaces as it monitors a vehicle's exact location with each pass. Officers would then follow up after a determined length of time and the LPR reader would determine if the vehicle was compliant or not. The data would then be sent to an officer's handheld equipment and they would then decide to cite the vehicle or not.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

Please indicate whether or not there is a financial impact. Please note that per Council Rule 12, this form must have "a separate fiscal impact statement memo attached if the impact of the item is \$50,000 or more in a given fiscal year. This memo shall include details and information describing the fiscal impact including, but not

limited to, projected costs, revenues or savings over a three (3) year period and/or any potential impacts on the City tax levy."

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Appointment - Appointing Constables for the Parking Division

Prepared by:

Date: 09/18/2025

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

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

ORDER APPOINTING CONSTABLES FOR THE PARKING DIVISION

ORDERED, that Camden Hanscombe, Bradley MacDonald, Jane Polito, Jake Stelzner, and Derek Viger of the Parking Division are hereby appointed constables for the 2025 calendar year; and

BE IT FURTHER ORDERED, that this appointment shall be effective from the effective date of this order until 12:00 midnight, December 31, 2025; and

BE IT FURTHER ORDERED, that this appointment is pursuant to Sections 20-19 and 2019.5, Portland City Code, and this constable is not allowed to carry a firearm, concealed or unconcealed, in the performance of duties, or to make arrests.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: September 22, 2025

SUBJECT: Order 57-25/26 Granting Municipal Officers' Approval of Pine & Neal LLC, dba Supper Club Cocktail Lounge. Application for Combined Entertainment at 441 Congress Street - Sponsored by Danielle P. West, City Manager

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

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

**Final
Action**

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

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

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

I. SUMMARY

II. AGENDA DESCRIPTION

Application was filed on 8/29/25. This is adding entertainment to a liquor license that was recently approved. The establishment has not opened yet.

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

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

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

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. 2025.10.06_Supper Club Council Packet
2. 2025.10.06_Supper Club_Council Order

Prepared by:

Date: 09/22/2025

Isaac MacDougal
211 State St, Apt #2
Portland, ME 04101

August 29, 2025

Mark Dion
389 Congress Street
Portland, ME 04101

Dear Mayor Dion and Members of Portland City Council,

I am writing to express my intent to open *Supper Club Cocktail Lounge*, a new restaurant and bar. I am excited to bring new life to a part of Congress Street that has long been overlooked.

With over 20 years of experience in the hospitality industry—including roles in Michelin-starred restaurants in New York City and as the owner of Cocktail Mary for the past five years—I am committed to offering Portland a high-quality, community-focused venue that combines excellent food, creative cocktails, and world-class hospitality. My family also has a long-standing presence in Portland's restaurant scene through Vaughan Street, a sandwich shop we operated in the West End from 1995 to 2019.

I respectfully request consideration for an Entertainment License from the City of Portland Maine to help bring *Supper Club Cocktail Lounge* to life. I believe this business will enhance Portland's food and beverage scene and be a valuable addition to the community.

Thank you for your consideration. I look forward to the opportunity to discuss this further.

Isaac MacDougal



CITY OF PORTLAND
Permitting and Inspections Department

Application for an Entertainment License

☐ Indoor Entertainment \$500.00	☐ Outdoor Entertainment \$700.00	☒ Combined Entertainment \$800.00
☐ Sound Mitigation Fee \$150.00		
Business Information		
Establishment Name (d/b/a):	Supper Club Cocktail Lounge	Phone: (207) 408-3376
Location Address:	441 Congress Street	Zip: 04101
Owner Name:	Isaac MacDougal	Phone: (207) 408-4100
Owner Email:	Isaac@supperclubportland.com	
Contact Person responsible for Entertainment:	" "	Phone: " "
Contact Person Email:	" "	
Manager of Establishment:	" "	Phone: " "
Manager Email:	" "	

About Your Establishment

Describe in detail the type and nature of the business and proposed entertainment:

Restaurant/Bar with lounge space in back for
DJs and dancing.

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

Signature [Signature] Title Owner/operator Date 8/22/25

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

Sound Mitigation Plan
Prepared for: Supper Club Cocktail Lounge
441 Congress St. Portland, ME 04101

Supper Club Cocktail Lounge (SCCL) is a restaurant and cocktail bar playing indoor ambient music at low levels. During certain periods, music may also be played from an exterior speaker at low levels. There will occasionally be recorded music presented by a DJ but there are no plans at this time for live music.

SCCL is surrounded on both sides by thick brick walls which will minimize the impact of any sound on the abutting neighbors. To the east, abutted by an elevator shaft and entryway as well as the storage room for a barber shop. To the west, abutted by the stairwell for the neighboring building. The residential apartment that abuts the restaurant to the rear is isolated from the area where there are speakers by a crawlspace, stairwell, and closet. The residential apartments above the restaurant are separated by a 4' crawlspace. SCCL also plans to minimize impact on surrounding uses by employing directional pendant speakers in the main gathering areas and keeping the volume at an ambient level appropriate for conversation. We are further limited by terms of our lease, see attached excerpt, Exhibit B.

Please see Exhibit A for speaker locations. Directionality of the two speakers in the bathroom are indicated by arrows, the pendant speakers in the main area are pointed down at the ground.

Equipment List:

- (1) Rockville RCS1000-6 1000W, 70V, 6-zone amplifier
- (6) JBL C67P/T pendant speakers
- (2) Rockville 3.5" cube speakers

The use of a 6-zone, 70 V distribution system allows us to tailor the sound level in each area of the restaurant to an appropriate level.

There will be no stage as there will be no live music. Any DJ setup will be temporary.

Additional noise mitigation will be handled with sound absorbing rockwool acoustic panels as needed. Our landlord, Port Property, is prepared to work with us should any additional mitigation be needed in crawlspaces et cetera.

EXHIBIT A SPEAKER LAYOUT



441 congress street
INTERIOR FIT UP

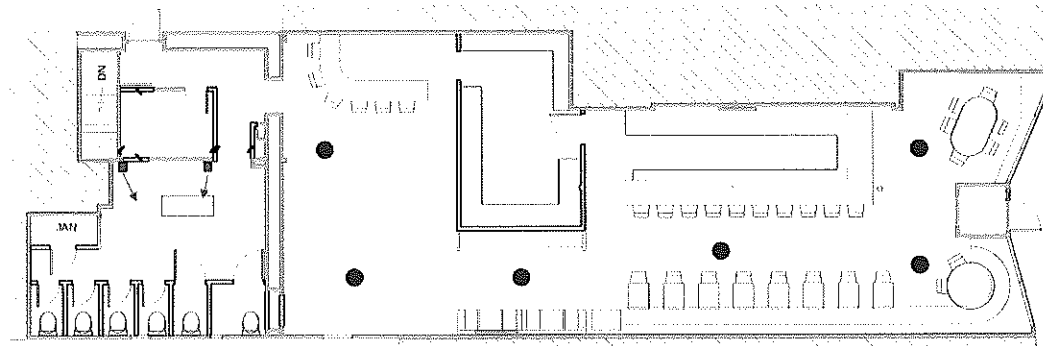
SCALE:
1/8" = 1'-0"

ISSUE
4/10/24

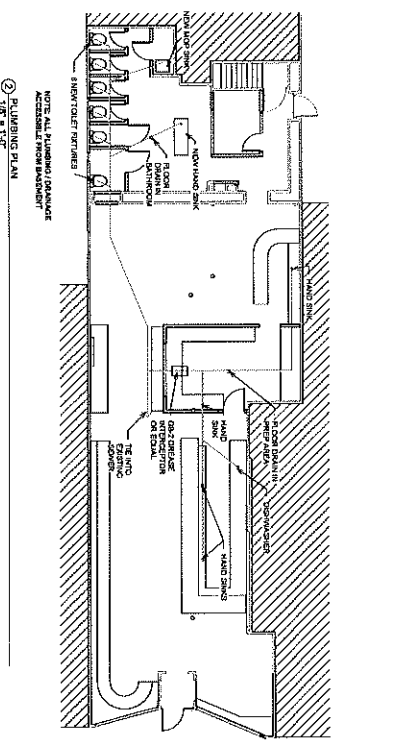
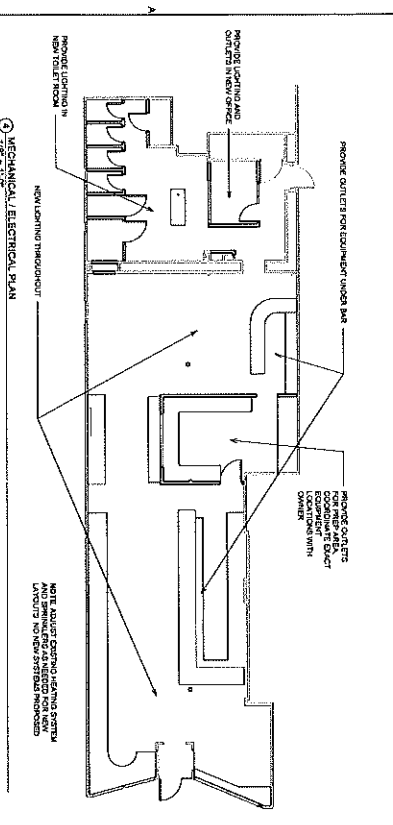
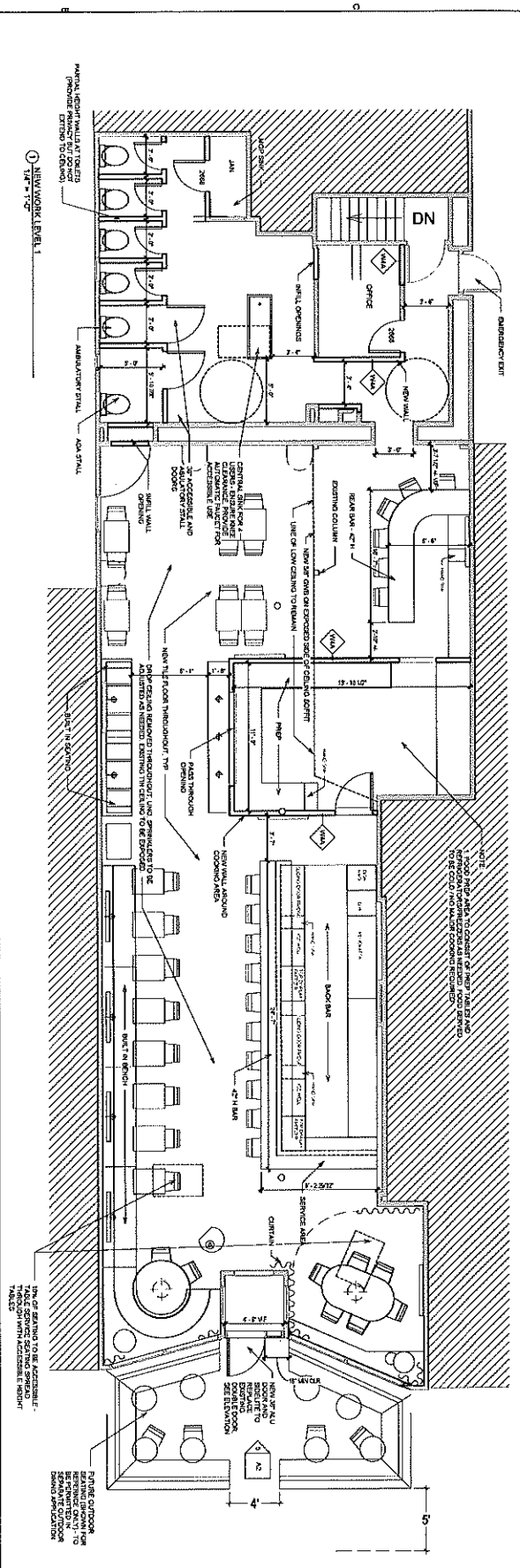
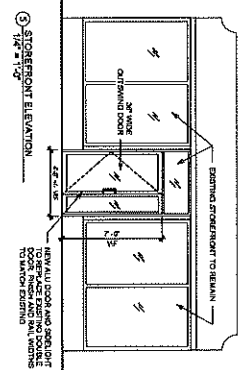
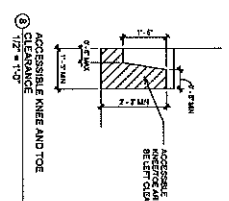
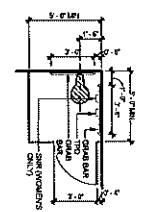
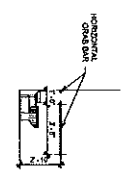
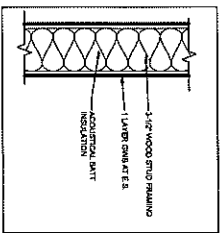
TITLE
PLAN

SHEET
A4

LEGEND: ■ Rockville 3.5" Cube
● JBL Pendant



1. NEW WORK - AUDIO SYSTEM
1/8" = 1'-0"



- GENERAL NOTES:**
- ALL NEW WORK SHALL BE DONE IN ACCORDANCE WITH THE 2018 INTERNATIONAL BUILDING CODE (IBC) AND THE 2018 INTERNATIONAL ELECTRICAL CODE (IEC).
 - ALL NEW WORK SHALL BE DONE IN ACCORDANCE WITH THE 2018 INTERNATIONAL BUILDING CODE (IBC) AND THE 2018 INTERNATIONAL ELECTRICAL CODE (IEC).
 - ALL NEW WORK SHALL BE DONE IN ACCORDANCE WITH THE 2018 INTERNATIONAL BUILDING CODE (IBC) AND THE 2018 INTERNATIONAL ELECTRICAL CODE (IEC).

441 congress street
INTERIOR FIT UP

CD
Chris Lipton
Architecture & Design
LLC
741 S. 1st Ave
Portland, ME 04103
207-616-0000
www.chrislipton.com

DWG NO.	
FIG NO.	
DATE	
DRWN. CHK.	
SCALE	
ISSUE	
4/24/24	
TITLE	NEW WORK PLANS
SHEET	A2



Zachary Lenhart <zlenhart@portlandmaine.gov>

Supper Club_Combined Entertainment_441 Congress

Zachary Finley <zackf@portlandmaine.gov>

Thu, Sep 25, 2025 at 3:54 PM

To: Laurie Carlson <lac@portlandmaine.gov>

Cc: Treasury Division <treasury@portlandmaine.gov>, Zachary Lenhart <zlenhart@portlandmaine.gov>, Zoning <zoning@portlandmaine.gov>, Ron Kelton <rkelton@portlandmaine.gov>, Fire Prevention <fireprevention@portlandmaine.gov>, Katlyn Sawyer <ksawyer@portlandmaine.gov>, Eric Cobb

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

PD approves.

[Quoted text hidden]

--

Lieutenant Zack Finley

Uniformed Patrol Operations

Portland Police Department



Zachary Lenhart <zlenhart@portlandmaine.gov>

Supper Club_Combined Entertainment_441 Congress

Zoning <zoning@portlandmaine.gov>

Thu, Sep 18, 2025 at 11:45 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 Afternoon,

441 Congress ST is part of the property at 439 Congress St, CBL: 027 B004001. The legal use is bar. Zoning approves.

Thank you,

Mac

--

Mac Coldwell

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

[Quoted text hidden]

City of Portland

Sound Mitigation Review

Date: 10/1/2025

Business Supper Club Cocktail Lounge

Applicant Isaac MacDougal

DESCRIPTION		yes	no
Sound system appropriate for the size venue	70V system)	Yes	
Performance space located in an appropriate location		Yes	
Performance space facing in an appropriate direction to control sound		Yes	
Surrounding surfaces appropriate to control sound		Yes	
Additional sound absorbing features		will add as needed	
additional notes			
Approved		Yes	
DIRECT ALL INQUIRIES TO:			
Kevin Schneck			
(207) 756-8433			
kschneck@portlandmaine.gov			

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on October 6, 2025 at 5:00 P.M., in City Council Chambers, 389 Congress St. for approval of Pine & Neall LLC, dba Supper Club Cocktail Lounge. Application for Combined Entertainment at 441 Congress Street - Sponsored by Danielle P. West, City Manager

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



September 29, 2025

Pine & Neal LLC
441 Congress Street
Portland, ME 04101

Re: Approval of Pine & Neal LLC, dba Supper Club Cocktail Lounge. Application for Combined Entertainment at 441 Congress Street

Dear Pine & Neal LLC:

This letter shall serve as a reminder of the public hearing before the Portland City Council on Monday October 6, 2025 at 5:00 p.m., for the review of application for Combined Entertainment at 441 Congress Street. The meeting will take place in person at Portland City Hall, in City Council Chambers on the 2nd Floor of 389 Congress Street.

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

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

Sincerely,

Zachary J. Lenhert
Licensing and Housing Safety Manager

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:

**Pine & Neal LLC, dba Supper Club Cocktail Lounge. Application for Combined
Entertainment at 441 Congress Street.**

MEMORANDUM
City Council Agenda Item

FROM:

DATE: September 22, 2025

SUBJECT: Order 58-25/26 Granting Municipal Officers' Approval of Woof Play Eat, LLC, dba Woof play Eat. Application for Class XI Restaurant/Lounge at 49 Northport Drive - 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 9/11/25. This is a new establishment.

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

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

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

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. 2025.10.06_Woof Play Eat_Council Packet
2. 2025.10.06_Woof Play Eat_Council Order

Prepared by:

Date: 09/22/2025

Woof Play Eat

49 Northport Drive

Portland, ME 04103

Location 207-560-1111

Direct 603-496-7132

09/10/2025

Mayor and Members of the Portland City Council

City of Portland

389 Congress Street

Portland, ME 04101

Re: Letter of Intent – Liquor License Application for Woof Play Eat

Dear Mayor Mark Dionand Members of the City Council,

On behalf of Woof Play Eat, LLC, I am writing to formally express our intent to apply for a Class XI Liquor License for our business located at 49 Northport Drive in Portland, Maine.

Woof Play Eat is a first-of-its-kind indoor dog park, restaurant, and community gathering space designed to bring together Portland residents, their families, and their pets in a safe, welcoming, and inclusive environment. Our vision is to enhance Portland's hospitality offerings while fostering community connection and supporting local economic growth.

The service of beer, wine, and select spirits will complement our food menu and enhance the overall dining experience for our guests. We are committed to operating responsibly and in full compliance with all state and city regulations regarding the sale and service of alcoholic beverages. Our team will complete all required training, including state-approved

server certification, and will implement strict internal policies to ensure the safe and responsible enjoyment of alcohol at our establishment.

We believe that Woof Play Eat will contribute positively to Portland's vibrant hospitality sector by:

- Creating new jobs and training opportunities for local residents.
- Driving economic activity through our locally sourced food and beverage program.
- Providing a unique and family-friendly venue that aligns with Portland's values of inclusivity and community engagement.

We respectfully request the Council's consideration of our liquor license application and look forward to working collaboratively with city officials to ensure a responsible and positive impact.

Thank you for your time and attention. Please let me know if any additional documentation or information is required in advance of the public hearing.

Respectfully submitted,

Brad S. Sterl

Co-Founder & CEO

Woof Play Eat, LLC

A handwritten signature in black ink, appearing to read 'B. Sterl', is written over the printed name and title.

- Applicants will receive an invoice for the remaining balance of the legal advertisement.
- Proceed with arranging for final inspections as the establishment is ready.
- Once the Business Licensing Office has received all approvals from the required departments, the office will approve the state license and issue the municipal license.

All applicants must pay the following fees for the application to be submitted for council approval:

Application fee: \$45

Liquor Class Fee: (see next page for amounts)

Health Inspection Fee: \$150

Background check: \$21/person

Additional fees such as Outdoor Dining and Entertainment will be listed in the Application

Liquor Classification of Establishment

Class XI (Class A Restaurant/Lounge)
\$2326.00

Maine B.E.L.L.S. File/Tracking Number 87262

Date of Submission of Maine B.E.L.L.S. application: 07/14/2025

Name of Establishment (Doing Business As) Woof Play Eat

Physical Location of Establishment (Street Address) 49 Northport Drive Portland Maine

What is the business' ownership structure? Corporation/LLC/Non-Profit Organization

Name of Corporation, LLC, or Non-Profit Organization Woof Play Eat

Business Mailing Address 8 Old Ferry Landing Rd

City Rye

State NH

ZIP 3870

Business Phone 6034967132

Establishment Email Brad@woofplayeat.com

Contact Person Name Brad Sterl

Contact Person Phone 6034967132

Contact Person Email Brad@woofplayeat.com

What is your targeted opening date? 11/01/2025

Please list names, residence addresses, and birthdates of ALL owners and partners. If for a corporation please include all officers and or persons to satisfy 28-A.M.R.S. §651. Click green plus button to add persons.

Owners, Partners, and Officers

i.

Name

Brad Sterl

Street Address of Primary Residence

8 Old Ferry Landing Rd

City

Rye

State

NH

ZIP

3870

Birth Date

09/10/1966

ii.

Name

Marissa Sterl

Street Address of Primary Residence

8 Old Ferry Landing Rd

City

Rye

State

NH

ZIP

3870

Birth Date

08/30/1979

Corporation/LLC Name

Woof Play Eat, LLC

Corporate Mailing Address

8 Old Ferry Landing Rd

City

Rye

State

NH

ZIP

03870

Primary Contact Person

Brad Sterl

Contact Phone

6034967132

Is any principal officer under the age of 21? YES

Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of law? NO

Please list names, addresses, and contact information for on-site managers.

On-Site Managers

i. Name

Marissa Sterl

Date of Birth

08/30/1979

Phone

2107879883

Email

Marissa@woofplayeat.com

Owner of Premises (Landlord) Name Northport Investments, LLC

Address of Premises Owner (Landlord) 1022 Portland Road

City Saco

State ME

ZIP 04072

Owner of Premises (Landlord) Phone 207-450-5205

Owner of Premises (Landlord) Email elliott@chamberlainhomes.com

Type of Food Served: Casual, Pizza, Steak, Handheld items

Please select all that will be served:

- Beer
- Wine
- Liquor

Days and Hours of Operation: M-Thur 7a-9, Fri-Sat 8-10, Sun 10-9

Is the establishment less than 300 feet from a school, dormitory, NO

church or parish house, or similar establishment?

Will you have entertainment on the premises? (If yes, a Supplemental Application for Entertainment is required.)

YES NO -23L

Entertainment application has been retracted/withdrawn

Will you permit dancing after 1:00 a.m.? NO

Will you have outside dining? (If yes, an Outdoor Dining Application is required) NO

Will you have any pool tables or amusement devices (pinball, video games, juke box)? NO

Does the issuance of this license directly or indirectly benefit any City employee(s)? NO

Have any of the applicants, including the corporation (if applicable), ever held a business license with the City of Portland? NO

Application for Entertainment License

In the City of Portland Maine, an Entertainment License is required for events to which the public is invited or allowed to watch, listen to, or participate in; or is conducted for the purposes of holding the attention of, gaining the attention of, or diverting or amusing patrons or guests, including, but not limited to any of the following:

1. Dancing by patrons to live or recorded music;
2. The presentation of music played on sound equipment operated by an agent or contractor of the establishment, commonly known as 'disc jockey' or 'DJ';
3. The playing of background music, except where the background music cannot be heard beyond the limits of the premises on which the music is being played;
4. The presentation of live music whether amplified or unamplified;
5. The presentation of music concerts, or other similar forms of musical entertainment from any source; or
6. Any other live performance, including, but not limited to, presentations by single or multiple performers, such as hypnotists, comedians, dance arts, concerts, dances, live bands, karaoke or other live music.

6.8.14 Entertainment businesses in the B-3 and WCZ zones

A. In the B-3 and WCZ zones, a business with an entertainment license as required or authorized by Chapter 4, Section 4-51(a) of the City of Portland Code of Ordinance shall be considered an entertainment business for the purposes of this section, and may not be located within 100 feet of another entertainment business, as measured along or across public ways from the main entrance or entrances of each. This dispersal requirement shall not apply to entertainment businesses that do not allow amplified entertainment.

Additional License Fees

Indoor Entertainment: \$500

Outdoor Entertainment: \$700

Combined Entertainment: \$800

\$150 Sound Mitigation Fee is due upon application in addition to the license fee.

Please select the type of Entertainment License being applied for:

Indoor Entertainment (\$500)

Contact Person responsible for

Marissa Sterl

Entertainment:

Contact Person Phone Number 210-787-9883

Contact Person Email marissa@woofplayeat.com

Describe in detail the type and nature of the business and proposed entertainment: Speaker using amplified sound for presentations, light jazz type music (soft sound due to dog environment) Inside only

A Sound Mitigation Plan prepared and certified by a professional sound engineer is required for all Entertainment Licenses. The sound mitigation plan shall include, at a minimum:

1. Speaker location and direction;
2. Sound system details and controls;
3. Stage and site layout and direction;
4. Any proposed noise cancelling or mitigating measures; and
5. Anticipated sound readings at: 1. The proposed source of the sound, 2. A location eight feet (8') from the means of egress located nearest to the noise source and/or eight feet (8') from any outer wall of the premises (for indoor entertainment), 3. Each property line of the premises (for outdoor entertainment), and 4. The closest residence.

The sound mitigation plan shall require an onsite monitor when the number of attendees at an entertainment event is expected to exceed, or does exceed, 250. The on-site monitor shall be equipped with a dedicated sound pressure level (SPL) meter, and shall be available to respond to any inquiry of a City official during the time that the entertainment is being conducted.

Sound Mitigation Plan

 Woof_Play_Eat_Sound_Mitigation_Plansigned.pdf

Please include the following:

- Letter of intent addressed to the Mayor and Members of the City Council
- Floorplan/Layout of the premises
- Menu
- Purchase & Sale, Deed/Title, Lease Agreement, Berthing Agreement (Vessels), or Non-Renewal Notification from previous owner (if applicable)

Letter of intent addressed to the Mayor and Members of the City Council

 Woof_Play_Eat_Liquor_License_Letter_of_Intentsigned09102025.pdf

Floorplan/Layout of the premises

 WPE layoutLiquor Portland09102025.pdf

Menu

 Woof_Play_Eat_Draft_Menu.pdf

Purchase & Sale, Deed/Title, Lease Agreement, Berthing Agreement (Vessels), or Non-Renewal Notification from previous owner (if applicable)

 49 Northport signed lease.pdf

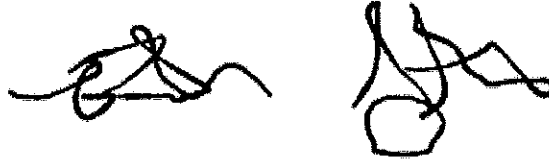
Signature Agreement

I 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



Name of Signatory

Brad Sterl

Title of Signatory

Managing Member

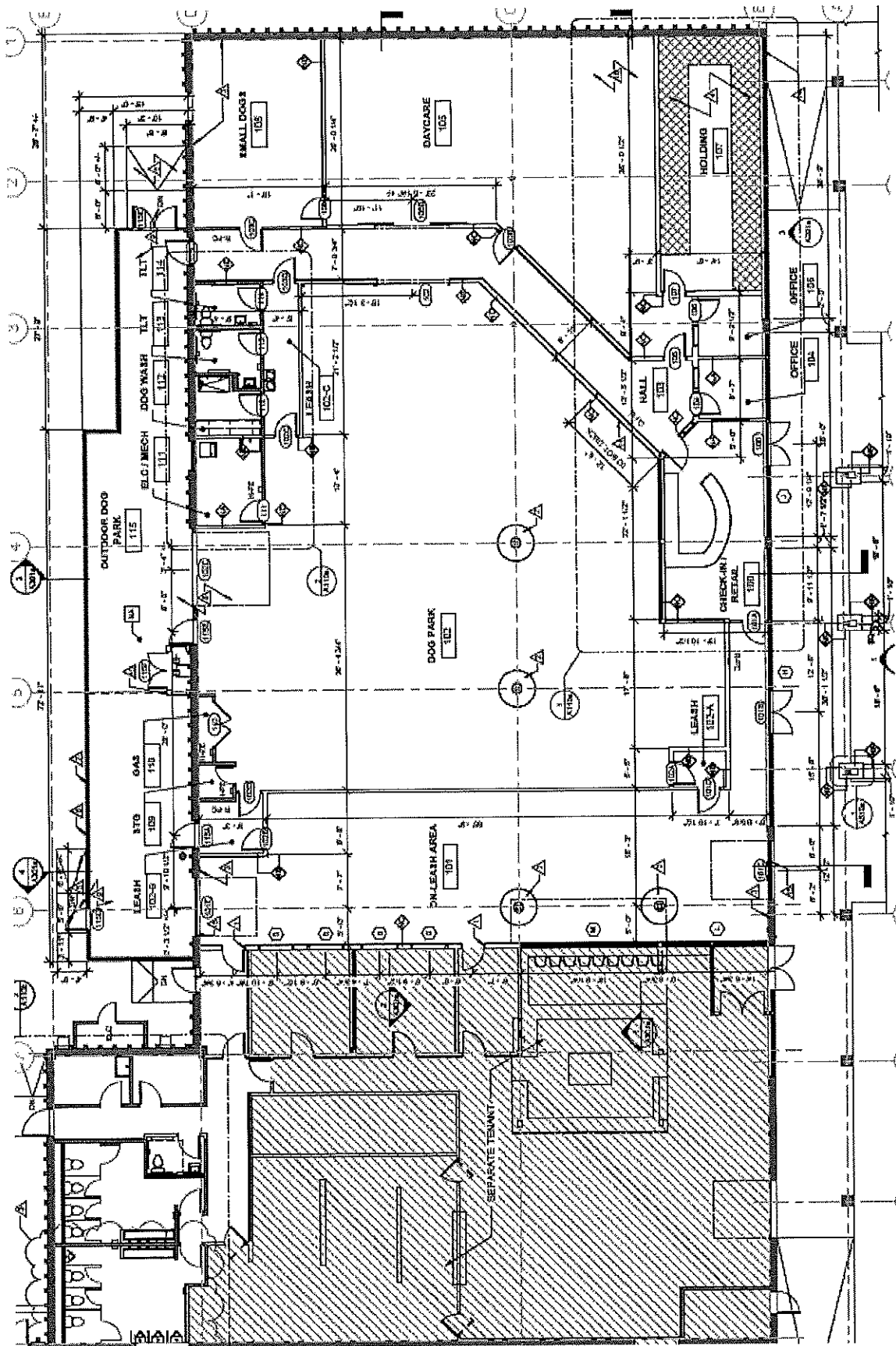
Date

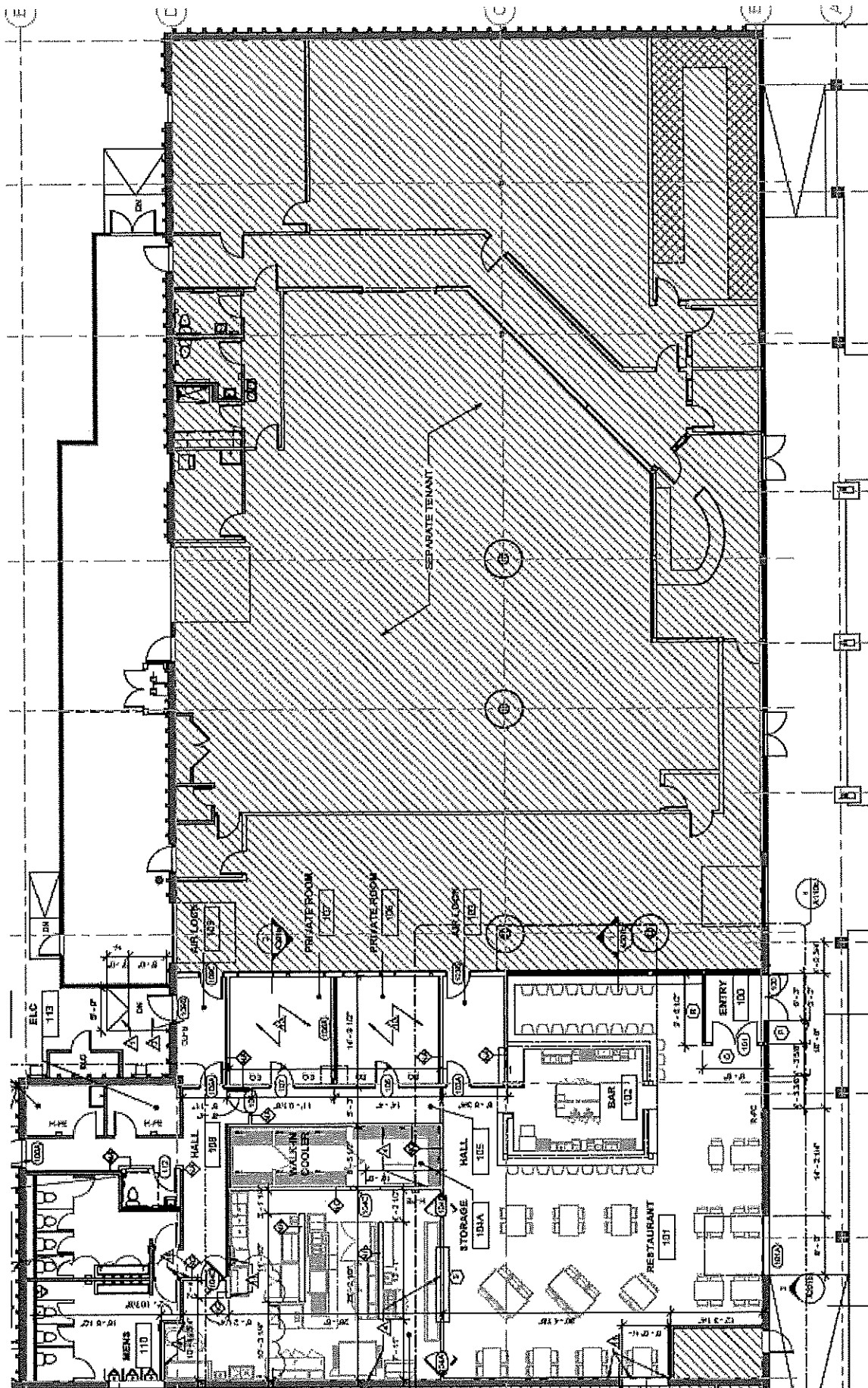
09/10/2025

Thank you for providing this information. After clicking 'Submit' your application will be processed by staff as soon as possible. You will receive an invoice of fees due by email or postal service. All fees must be paid before the application is considered complete.

You will be updated by our staff, if necessary, as your submission is processed.

Have a great day!





■ **Woof Play Eat – Draft Menu**

Pizza Dough

House-made daily, aged to perfection, baked in a stone oven.

Pizzas

Build Your Own Pizza (BYO) – Base options: Margherita (Fresh Mozzarella), House Red Sauce (Cheese Blend), Pesto (Cheese Blend), White Sauce (Cheese Blend)
IMA POTATO – Baked Potato Pizza with Bacon (add pot roast optional)
TWO TOMATE – Duo Tomato Pizza
BARKSTRAMI – Foodee's Pastrami Pizza
PAWS 'N CLAWS – Lobster Pizza
THE MUTTITERRANEAN – Mediterranean Pizza
THE CHEESE TAX – Charcuterie Pizza
PAWSTA PIE – Mac & Cheese Pizza
RUFF-RONI – Cup & Char Pepperoni

Handhelds

Sandwiches & Burgers (served on a Bun):
CHIMKEN COBB SAMMIE – Grilled Chicken Sandwich
TORTA GUAU! – Beef Torta
PAWLAFEL SMASH – Falafel Smash Burger
DOGGO PATTY – Beef Smash Burger
Char Burger – Classic Chargrilled Burger
Pacos (flatbread wrap):
THE BARKTALIAN – Chopped Italian
PAWSTRAMI SPECIAL – Pastrami
THE MOZZA MUTT – Burrata
TUSCAN TAILWAGGER – Chicken Cutlet
Vegetable Paco – Fresh Veggie option

Entrées (served with Frites)

CHIMKEN TENDIES – Buttermilk Chicken Tenders
AU POIVRE POOCH – Steak au Poivre Frites
THE BUTTER BARKER – Warm Butter Lobster Cup
BARKARONI BOWL – Mac & Cheese Bowl (choice of Lobster, Steak, or Chicken)
Grilled Chicken Entrée – TBD

Appetizers

FETCH & FETA – Whipped Feta Dip
PUPZIKI B-A-L-L-S – Meatballs

Fries – Classic or Loaded
NACHOS AL BORKO – Asian/Italian Nachos (choice of Chicken, Sausage, or Lobster)
Avocado Devils
BARKUTERIE BOARD – Charcuterie Board
Chicken Tenders – Snack size
Corn in a Cup
COLLAR CRUNCHERS – Thin Buttermilk Onion Rings
PAW-RITO DIP – Pico Trio with Chorizo Bean Dip

Salads & Bowls

GOOD BOY GREEK – Greek Salad
Asian Salad – TBD
RUFFHOUSE RANCHERO – Mexican Salad
Protein Bowl/Salad
FETCH ME CAESAR – Grilled Chicken Caesar



Zachary Lenhart <zlenhart@portlandmaine.gov>

Woof Play Eat_49 Northport_Class XI Rest-Lounge

Zachary Finley <zackf@portlandmaine.gov>

Thu, Sep 25, 2025 at 3:53 PM

To: Zoning <zoning@portlandmaine.gov>

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

PD approves.

[Quoted text hidden]

--

Lieutenant Zack Finley
Uniformed Patrol Operations
Portland Police Department



Zachary Lenhart <zlenhart@portlandmaine.gov>

Woof Play Eat_49 Northport_Class XI Rest-Lounge

Zoning <zoning@portlandmaine.gov>

Tue, Sep 16, 2025 at 3:46 PM

To: Zoning <zoning@portlandmaine.gov>

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

Good Afternoon,

The legal use for 49 Northport DR, the commercial condominium on CBL:401 A005049, is restaurant (left) and and recreation & amusement center (dog park) (right). Zoning approves.

Thank you,

Mac

--

Mac Coldwell

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

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on October 6, 2025 at 5:00 P.M., in City Council Chambers, 389 Congress St. for approval of Woof Play Eat, LLC, dba Woof Play Eat. Application for Class XI Restaurant/Lounge at 49 Northport Drive - Sponsored by Danielle P. West, City Manager

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



September 29, 2025

Woof Play Eat, LLC
8 Old Ferry Landing Road
Rye, NH 03870

Re: Approval of Woof Play Eat, LLC, dba Woof play Eat. Application for Class XI Restaurant/Lounge at 49 Northport Drive

Dear Woof Play Eat, LLC:

This letter shall serve as a reminder of the public hearing before the Portland City Council on Monday October 6, 2025 at 5:00 p.m., for the review of application for Class XI Restaurant/Lounge at 49 Northport Drive. The meeting will take place in person at Portland City Hall, in City Council Chambers on the 2nd Floor of 389 Congress Street.

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

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

Sincerely,

Zachary J. Lenhert
Licensing and Housing Safety Manager



Application Copy

File Number: 87262

Job Type: New Application

LICENSE TYPE

On-Premises: Beer, Wine & Spirits

APPLICATION DATE RECEIVED

2025-07-14

SECONDARY LICENSE(S)

None selected

LICENSEE LEGAL NAME

Woof Play Eat

LICENSEE TYPE

Limited Liability Company

DOING BUSINESS AS

Woof Play Eat

CORPORATE NUMBER

202501717FC

INCORPORATION DATE

2025-01-01

CORRESPONDENCE ADDRESS

8 Old Ferry Landing Rd Rye NH 03870

MAILING ADDRESS

PHYSICAL ADDRESS

CONTACT NAME

Brad Sterl

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(603) 496-7132

ALTERNATE PHONE

FAX

EMAIL

Brad@woofplayeat.com

CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
Brad Sterl	Member	Woof Play Eat	72
Marissa Sterl	Member	Woof Play Eat	13

ADDITIONAL INFORMATION

MANAGED BY AGENT

No

PREMISES TYPE

Class A Restaurant

PREMISES NAME

Woof Play Eat

OPERATOR

Brad Sterl

PHYSICAL ADDRESS

49 Northport Drive Portland ME 04103

MAILING ADDRESS

8 Old Ferry Landing Rd Rye NH 03870-6125

CONTACT NAME

Brad Sterl

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(603) 496-7132

ALTERNATE PHONE

FAX

EMAIL

Brad@woofplayeat.com

QUESTIONS

On-Premises: Beer, Wine & Spirit

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

202501717FC

2. What is your expected start date?

September 30, 2025

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

No

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?

Yes

Yes

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

No

Brad and Marissa Sterl

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

No

8. Is your license application for Vessel Corporation?

No

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

No

- 10 Do you allow dancing or entertainment on the licensed premises?
If so, You need to have a a license from the Maine State Fire Marshal.
See <https://www.maine.gov/dps/fmo/plans-review/applications> for more information.
- No
- 11 Will any law enforcement officer directly benefit financially from this license, if issued?
- No
- 12 Is the licensee or applicant for a license receiving, directly or indirectly, any money, credit, thing of value, endorsement of commercial paper, guarantee of credit or financial assistance of any sort from any person or entity within or without the State, if the person or entity is engaged, directly or indirectly, in the manufacture, distribution, wholesale sale, storage or transportation of liquor.
- No
- 13 Is the licensee/applicant(s) directly or indirectly giving aid or assistance in the form of money, property, credit, or financial assistance of any sort, to any person or business entity holding a liquor license granted by the State of Maine?
- No
- 14 Do you have a manager employed?
- No
- 15 Has any of the listed applicants, 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
- 16 Is any of the listed applicants the spouse, father, mother, child or other immediate family member of a person whose liquor license has been revoked or denied in the last 6 months?
- No

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

No

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

No

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

No

(document uploaded)

20 At which address are your business records located?

8 Old Ferry Landing Rd, Rye NH 03870

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

7a-9p Sun-Thursday, 10pm Friday and Saturday

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.

.7 miles Seventh Day Adventist

4.5 Grave Baptist

3.1 UNE School of Pharmacy

3.1 Deering Highschool

.6 Portland Arts & Tech

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

No

24 Do you have a food menu?

Yes

(document uploaded)

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Premises Floor Plan	250513-DOG PARK - PORTLAND - DD02.pdf	space layout
Food Menu	WPE Menu.xlsx	
Lease/Rental Agreement	49 Northport signed lease.pdf	
Corporate Supplemental Form	Ownership form WPE 071425.pdf	

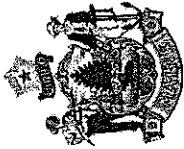
APPLICANT

Brad Sterl

DECLARATION

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

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



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

Supplemental Ownership Form

28-A M.R.S. §651

All Questions Must Be Answered Completely.

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

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

Name	Date of Birth	Phone or E-mail	Address	Title	Ownership Stake (%)
Brad Sterl	09/10/1966	603-496-7132	8 Old Ferry Landing Rd, Rye Nh 03870	Memeber	72
Marissa Sterl	08/30/1979	210-787-9883	8 Old Ferry Landing Rd, Rye Nh 03870	Member	13

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:

**Woof Play Eat, LLC, dba Woof play Eat. Application for Class XI Restaurant/Lounge at
49 Northport Drive.**



MEMORANDUM

TO: Mayor Dion, Honorable Members of the Portland City Council
FROM: Andre J. Briere, Executive Director
SUBJECT: Forest Avenue Unscheduled Bridge Repairs
DATE: 9/24/2025

The Maine Turnpike Authority (MTA) appreciates the opportunity to provide brief remarks to Mayor Dion and members of the Portland City Council regarding the Forest Avenue bridge repairs. On May 29, 2025, the MTA's maintenance department contacted our engineering team to express concerns about potholes and the condition of the wearing surface of the Forest Avenue bridges near mile marker 50. Following their initial feedback, engineering scheduled an annual inspection and developed a plan to address the deteriorating concrete bridge deck and asphalt wearing surface.

In mid-August, the maintenance department made repairs to potholes on the bridges. On August 28th, the MTA received bids from two contractors for the unscheduled repairs, and the MTA Board approved a contract with CPM Constructors on September 4th.

We recognize this unscheduled work will have limited neighborhood disruptions and have made an affirmative decision to provide community outreach. Our team scheduled a community meeting to discuss the project with the neighborhood on September 24th at the Gerald Talbot Community School. In advance of the meeting, we hand-delivered notices to 400 residents and businesses in the area, placed signs announcing the meeting, and utilized social media to share meeting details.

Work will begin the week of October 6th, and by the end of November, we anticipate most of the work on the top side of the Forest Ave bridges will be complete. However, work underneath the bridge will continue until the end of December 2025 and resume in spring, with completion slated for June 2026.

Recognizing the importance of Forest Avenue traffic to both residents and businesses, our team met with City of Portland staff on September 18 to share the plan and gather feedback. Based on our engineering team's plan and input from residents and city staff, we have determined the following process to accommodate both vehicle and pedestrian accommodation during construction activity:

- Two lanes will remain open during daytime commuting hours, 6 AM-7 PM.
- Night work on Forest Avenue or bridge repairs will intermittently restrict the area from Riverside Industrial to a single lane, but only between the hours of 7 PM and 6 AM.
- Pedestrian access through the construction area will always be maintained.
- The left-hand turn from Forest Avenue to Riverside Industrial Parkway will always be maintained.



At the community meeting, we shared that our team is responding to feedback we received in the past and during our outreach on the noise levels produced by highway traffic. Our engineers have designed a noise study that will commence between January 2026 and February 2026.

Additionally, it's worth noting that the bridge is scheduled for replacement in our current work plan by 2028. As we approach the planning stage of the replacement project, we will continue to collaborate with the neighborhood and city staff, maintaining our efforts to foster open communication and collaboration.

We've created multiple communication avenues for the public to gather feedback from the community during this project, and will post updates as we make progress in the repairs on our social media accounts:

Forest Ave Project Phone Number
207-482-8888

Project Email
projectoutreach@maineturnpike.com

Project Website
www.maineturnpike.com/ForestAveBridge

Please do not hesitate to reach out to me directly. I would also like to extend special thanks to each of you for allowing us to share project details at this meeting.

* * *



To: Mayor Dion and Members of the Portland City Council
From: Danielle P. West, City Manager
Date: October 2, 2025
Re: Tukey's Bridge/Back Cove Trail Closure

This memo has been drafted to provide information regarding Unitil's planned closure of the multi-use path across Tukey's Bridge from Monday, October 6th to Friday, October 17th.

The closure stems from a Unitil project to conduct gas pipeline maintenance (See image 1 on page 2) and is related to Roux Institute campus construction. Tukey's Bridge is part of the state's right of way and so the work is being done by Unitil in coordination with the Maine Department of Transportation which has jurisdiction over the right of way and bridge.

With that said, Portland's Park and Recreation staff have engaged with Unitil to try and help address and minimize disruptions to the Back Cove Trail and connectivity across the bridge.

Unitil and MaineDOT have ultimately determined that a 12-day closure is necessary to ensure both worker and public safety. As City staff understand it, the reasons justifying this closure include the fact that this involves gas line maintenance, the excavation is deep, and the construction area is very tight.

According to Unitil's [website](#), signage will be posted at trail entrances, and two large electronic message boards are to be placed at the main Back Cove Trail parking areas to alert trail users of the closure. City staff confirmed these signs were placed on September 22nd and will remain in place through October 17th (See Image 2 on page 3 for locations).

The rest of the Back Cove Trail remains open. While definitely not ideal, it is possible for bikers and walkers to go around the trail in the other direction and still reach their destination, even with the Tukey's bridge section of the trail closed.



MEMORANDUM
City Council Agenda Item

FROM:

DATE: September 18, 2025

SUBJECT: Order 48 B-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

Note: This item has been re-numbered as 48B to account for a numbering error.

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. It received its first reading on September 15. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

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

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Order -Accepting and Appropriating a \$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: 09/18/2025

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

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

**ORDER 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:

Stephen Sloan

Jul 1, 2025

BY: **Derek Gorneau, Assistant
Commissioner**

Date

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 18, 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 on two separate days. It received its first reading on September 15. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

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

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Order - 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: 09/18/2025

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

**ORDER 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, 2027~~5~~

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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.~~76~~ 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.

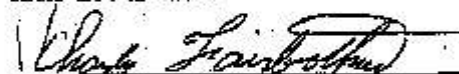
Our goal is to create a performance review tool which is effective in reviewing an employee's job performance in many fair and objective categories while minimizing subjective or critical assessments of their abilities.

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.

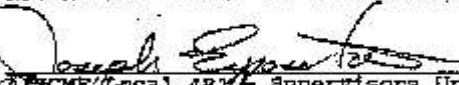
Locals 481 and 1373 urge you to participate in the performance appraisal process in a jointly cooperative manner that enhances job satisfaction and promotes customer service.


Chris Beal
AFSCME Local 1373

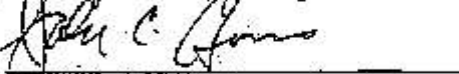
1-17-96
Date


Chris Lindstrom
AFSCME Local 481 - Labor and Trades Unit

1-17-96
Date


Joseph Epperson
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~~ **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
(if other than reviewer) _____

Date

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:

<u>Performance Factors</u>	<u>Improvement Needed</u>
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 _____

Last Name _____ First Name _____ M.I. _____

Street Address _____ Apt. No. _____

City _____ State _____ ZIP Code _____

SSN (last four digits) _____ Employee ID # _____ Job Title _____

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. _____

Street Address _____ Apt. No. _____

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 _____

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
<u>Example:</u>								
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 18, 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. It received its first reading on September 15. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

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

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Order - Accepting and Appropriating a \$22,500 Fire Department Conference Room Donation from the Estate of Louise Adams

Prepared by:

Date: 09/18/2025

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

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

**ORDER 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 18, 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. It received its first reading on September 15. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

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

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Order - Accepting and Appropriating a \$400 Fire Department Donation from Marianne Tapp

Prepared by:

Date: 09/18/2025

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

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

**ORDER 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.

MEMORANDUM
City Council Agenda Item

FROM: Kevin Kraft, Director
DATE: September 22, 2025
SUBJECT: Order 59-25/26 Accepting the Portland Public Art Committee Fiscal Year 2025 Annual Report and Fiscal Year 2026 Budget Plan - Sponsored by Danielle P. West, City Manager

SPONSOR: Anna Berke, Chair of Portland Public Art Committee
(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 10/6/2025

Final Action 10/6/2025

Can action be taken at a later date: Yes n/a

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

PRESENTATION: Kevin Kraft, Director of Planning and Urban Development (5 Minutes)

I. SUMMARY

Order accepting the FY25 Annual Report and FY26 Budget Plan recommended by the Portland Public Art Committee.

II. AGENDA DESCRIPTION

On September 17, 2025, the Portland Public Art Committee voted (9-0, Levesque, Hrenko absent) to recommend the Fiscal Year (FY) 25 Annual Report and FY26 Budget Plan to the Portland City Council.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

The Public Art Program Ordinance requires the Portland Public Art Committee to make an Annual Report to the Council to present an Annual Public Art Plan with a proposed budget for the Council's consideration.

Based on discussions during last year's Annual Report, this year's Budget Plan outlines the use of encumbered PPAC funds from prior years. In response to Council feedback, the FY26 budget also includes a dedicated line item for community artwork grants, rather than placing them in the contingency line. This year's Annual Report also proposes amendments to the Public Art Guidelines to establish a clear process for assigning roles and responsibilities when the Chair, Vice Chair, or both are absent. In addition, the Annual Plan identifies three new potential acquisitions the committee would like to advance through a process that includes community engagement, development of an RFP, and formation of subcommittees. The proposed locations for these future artworks are Portland Harbor Commons, Riverton Trolley Park, and the trails behind Lyseth Elementary and Lyman Moore Middle School in the North Deering neighborhood.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

Present the FY25 Annual Public Art Report and FY26 Budget Plan according to the public art program ordinance. Acceptance of this report results in the approval of the proposed budget for FY26 allowing the committee to proceed with its activities. The Public Art Committee efforts seek to fulfill its role as steward of its public art collection and help nurture and enrich thereby the quality of life in Portland.

V. FINANCIAL IMPACT

Article 20, Section 20.4.1 Establishment of Public Art Fund of the Land Use Code details the establishment of a special revenue fund designated as the Public Art Fund in the City treasury from which expenditures may be made in accordance with the Public Art Ordinance. Section 20.4.2 City-funded projects of the Land Use Code, specifies that A percentage of the City's Capital Improvement Program (CIP) shall be calculated and appropriated annually to the Portland Public Art Fund. The annual appropriation shall be .5% of the total annual CIP, subject to the limitations outlined within the City's Debt Management Policy. The FY25 budget plan uses funds from these annual appropriations.

VI. STAFF ANALYSIS AND BACKGROUND

n/a

VII. RECOMMENDATION

On September 17, 2025, the Portland Public Art Committee voted (9-0, Levesque, Hrenko absent) to recommend the Fiscal Year (FY) 25 Annual Report and FY26 Budget Plan to the Portland City Council.

VIII. LIST ATTACHMENTS

1. Order - Accepting the Public Art Committee FY25 Annual Report and FY26 Budget Plan
2. Attachment 1 - FY25 Public Art Committee Annual Report
3. Attachment 2 - Rules of the PPAC_Redlined

Prepared by:

Kevin Kraft, Director

Date: 09/22/2025

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

**ORDER ACCEPTING THE PORTLAND PUBLIC ART COMMITTEE FISCAL YEAR
2025 ANNUAL REPORT AND FISCAL YEAR 2026 BUDGET PLAN**

ORDERED, that the Fiscal Year 2025 Annual Report and Fiscal Year 2026 Budget Plan of the Portland Public Art Committee, attached hereto, is hereby accepted.

FY25 Public Art Committee Annual Report & FY26 Budget Plan

- I. Overview
- II. Administrative Updates
 - A. Committee Members
 - B. Administration & Policy
 - C. Subcommittees:
 - 1. Governance Subcommittee
 - 2. Acquisitions Subcommittee
 - 3. Communication Subcommittee
 - 4. Collection Management Subcommittee
- III. Conservation & Maintenance
 - A. Conservation Projects
 - B. Maintenance Projects
- IV. Acquisitions
- V. Accomplishments in FY25
- VI. Goals for FY26
- VII. Proposed Budget FY26

I. Overview

In April 2000, the City Council established the Portland Public Art Program to preserve, restore, and enhance the City's public art collection. The Portland Public Art Committee (PPAC) is tasked to commission art that engages the surrounding environment to facilitate a sense of place by expressing the spirit, values, and visions of Portland through public art.

The public art collection currently contains sixty permanent pieces installed throughout Portland and one long-term loan. Details on the collection can be viewed on the Public Art website (<https://www.publicartportland.org/>). The collection comprises works of both historical significance, dating from the nineteenth century, and contemporary pieces reflecting Portland's diversity and spirit.

The PPAC administers the Portland Public Art Program; the Committee's responsibilities are outlined in the City's Land Use Code, Chapter 14, Article 20 Public Art Program. The Committee refers to the Guidelines for the Public Art Ordinance (Volume 2, Number 1 – revised 2021) for direction in administering their responsibilities.

The Portland Public Art Committee is responsible for the following:

- Develop and present an Annual Public Art Plan to the City Council, which includes recommendations for the use of allocated CIP funding, program administration, conservation of the collection, and initiation of new projects.
- Provide recommendations to the City Council regarding proposed gifts to the collection.
- Seek donations to fulfill Committee responsibilities in the case that CIP funding is insufficient.
- Recommend appropriate locations for the installation of public art;
- Promote public awareness and engagement between the public and the collection.

II. Administrative Updates

A. Committee members during fiscal year 2025 (FY25) between July 1, 2024 – June 30, 2025:

- Anna Berke, Chair.
- Sharon Dennehy, Vice-Chair.
- Kat Zagaria Buckley
- Phoebe Cole
- Alison Gibbs
- Kelly Hrenko, City Manager's Appointee
- Stephanie Motter
- Sarah Michniewicz, City Council Representative
- Saa Rosenblatt
- John Whipple
- Ronnie Wilson, Creative Portland Appointee

Management & Administration:

- Sean King, Urban Designer, Planning and Urban Development Department

B. Administration and Policy

In FY25 the Committee developed an inquiry and informational form to better help artists, individuals, and organizations navigate the application process for proposed gifts of public art and community artworks. The form is available for download [here](#) and on the Portland Public Art Committee [website](#).

C. Subcommittees

1. **Governance Subcommittee:**

The Governance Subcommittee includes committee members Anna Berke (Chair) and Sharon Dennehy (Vice-Chair).

The Public Art Committee welcomed the appointments of Ronnie Wilson (Creative Portland) and Sarah Michniewicz (District 1, City Councilor). The Committee also welcomed the nomination of Saa Rosenblatt and the reappointments of Anna Berke, Alison Gibbs, and Kat Buckley Zagaria to new three-year terms.

Recommended Addition to the Rules of the Portland Public Art Committee – Pro Tempore Officers

To ensure a clear process for assigning roles and responsibilities when the Chair, Vice Chair, or both are absent, the Governance Subcommittee is recommending an amendment to the Rules of the Portland Public Art Committee to include a procedure for electing pro tempore officers. The proposed revision is outlined below, with a full redlined draft of the amendments included as Attachment A.

ARTICLE II. OFFICERS AND DUTIES

Section 4. In the absence of both the chair and the vice chair, the committee shall elect a chair pro tempore from among its number, and the chair pro tempore shall have all the powers of the chair during the chair's and the vice chair's absence. In the absence of the vice chair, or when the vice chair is serving as the chair, the board shall elect a vice chair pro tempore from among its number, and the vice chair pro tempore shall have all the powers of the vice chair during the vice chair's absence or service as chair. The committee shall conduct votes by roll call of members present.

Additionally, to ensure that the Rules of the Portland Public Art Committee align with the latest Land Use Code references, the amendment below is recommended to update the section reference to the current Land Use Code.

ARTICLE I. GENERAL PROVISION.

Section 1. These rules are supplementary to the provisions of Chapter 14 of the Municipal Code as it relates to the procedures of the Portland Public Art Committee and are adopted pursuant to the authority granted in Section 20.5.2.D.14-854 (b) (4), of said Code.

ARTICLE VI. AMENDMENT OF RULES.

Section 3. Any proposed amendment shall be communicated to the City Council and shall not be in effect until due process has been observed as pursuant to Section 20.5.2.D. 14-854(b)(4).

In accordance with the Rules of the Portland Public Art Committee, Article VI, Section 3, any proposed amendment to the rules shall be communicated to the City Council and shall not be in effect until due process has been observed as pursuant to Section 14-854 (b)(4), which states that *any and all rules or changes to rules shall be placed on a City Council agenda as a communication. The rule or rules shall take effect 45 days after the date of placement on the council agenda, unless the City Council takes official action disapproving the rules, in whole or in part, prior to the expiration of the 45-day period.*

2. Acquisitions Subcommittee:

The Acquisitions Subcommittee includes committee members Kat Zagaria Buckley, Phoebe Cole, and Kelly Hrenko.

In FY25, the Acquisitions Subcommittee developed an information and inquiry form and received three completed submissions from individuals and community groups interested in exploring the acquisitions process. The Subcommittee also implemented a rotating liaison role to assist applicants with project details and address questions prior to review by the Portland Public Art Committee.

The Acquisitions Subcommittee received and processed the following application for consideration as a potential gift of public art:

- A proposed gift of public art, to be located in the India Street neighborhood (District 1), for a new sculpture by Giuliano Cecchinelli from donors Judith Kendrick and Jim DiBiase. The Public Art Committee assisted the applicants in developing a detailed proposal schedule and provided guidance on complying with the Public Art Committee Guidelines for the consideration of gifts of public art.

Additionally, the Public Art Committee received two applications for consideration as potential community artworks, including:

- An inquiry form submission by Zack Barowitz, on behalf of the Libbytown Neighborhood Association, was introduced to the Committee on February 26, 2025 for a new sculpture by Vivian Beer located at Thomas Park. This submission is still under consideration by the Committee, which has requested additional information from the applicant before a future review.

- An inquiry form submission, entitled Astragal, by artist Stephen Oliver and Peace Action Maine to commission a new sculpture at Amethyst Park along the Eastern Promenade Trail. The proposed sculpture included etched architectural resin of various colors to resemble lighthouse lens. The Portland Public Art Committee reviewed the community artwork application in accordance with the public art guidelines on December 18, 2024 and voted to reject (7-0, committee members Michniewicz, Motter, Rosenblatt absent) on February 26, 2025.

3. **Communications Subcommittee:**

The Communications Subcommittee includes committee members Stephanie Motter, Kelly Hrenko, and Anna Berke.

In FY25, the Communications Subcommittee expanded engagement through social media to promote the City's public art collection.

- The Public Art Committee's [Instagram](#) account saw:
 - 159 content interactions (a 100% increase from FY24)
 - 88 new followers, bringing the total to 382 (up from 294 in FY24)
 - A reach of 947 individuals (a 682.6% increase in FY24)
- The Public Art Committee's [Facebook](#) account saw:
 - 27 content interactions (a 350% increase from FY24)
 - 18 new followers, bringing the total to 536 (up from 518 in FY24)
 - A reach of 294 individuals (a 169.7% increase from FY24)

4. **Collection Management Subcommittee:**

The Collection Management Subcommittee includes committee members Sharon Dennehy, Kat Zagaria Buckley, Alison Gibbs, and Anna Berke.

In FY25, the Collection Management Subcommittee refined the list of priority site locations identified in the FY23 Annual Report as lacking public art. The following sites have been identified for potential artwork installations and will be prioritized for future projects in FY26.

- **North Deering neighborhood** - specifically the trails behind Lyseth Elementary School and Lyman Moore Middle School.
- **Riverton Neighborhood** - Riverton Trolley Park

Additionally, in FY25, the Collection Management Subcommittee developed a conservation assessment request for proposal to hire a conservator to evaluate, identify, and prioritize the maintenance needs of the entire public art collection over the next two to five years.

III. Conservation & Maintenance

The purpose of the Public Art Program is to care for and maintain artworks in the public art collection. It is essential to the longevity and safety of the works in the collection to engage a conservator for conservation and repair of our public art collection. Conservation and maintenance completed in FY25 included the following:

A. Conservation Projects:

1. Repair to the *Pullen* fountain (District 1):

A protective hot-wax coating was applied to the existing plaque; mortar patches were toned to match the granite; missing mortar between the granite blocks was replaced; and the fountain was cleaned with a low-pressure power wash.



Figure 1: After treatment photo of Pullen fountain

B. Maintenance Projects:

1. *Major Charles J. Loring Memorial Park* (District 1):

Installation of two in-ground light fixtures to replace the light fixtures that were damaged during a previous car incident with the granite sentinel post.



Figure 2: New in-ground lights at the granite sentinel post

2. ***Passing the Torch at Deering roundabout (District 3):***

The existing artwork features lighting integrated within the sculptures and the perimeter planted area of the Deering Avenue roundabout. One sculpture light was replaced to correct color temperature issues, and two stem-mounted lights were replaced to resolve outages.



Figure 3: Passing the Torch sculpture light replacement

3. ***Glass replacements at Jewel Box bus shelter (District 1):***

Several glass panels at the Jewel Box bus shelter, located along Congress Street near Monument Square, have continued to be damaged by corrosive graffiti. As a result, the panels have been replaced. The frequency of graffiti and damage continues to impact this

public resource. City staff are working with the artist, Metro, contractors, and other city departments to identify alternative solutions for more sustainable maintenance and improved usability for public transit riders.



Figure 4: Jewel box bus shelter

IV. Acquisitions

There was one gift of public artwork accepted into the collection: a new sculpture by Giuliano Cecchinelli, donated by Judith Kendrick and Jim DiBiase, as described in Section V. Accomplishments of this document. There were no additional acquisitions of public artwork during FY25.

V. Accomplishments in FY25

A. Signage implementation:

1. *Acrobatic Dogs* at Portland Jetport (District 3)

The standard Portland Public Art plaque was installed for *Acrobatic Dogs* at the Portland Jetport to replace the paper sign that had deteriorated.



Figure 5: Public art plaque replacement

B. Gifts of Public Art:

1. The Public Art Committee recommended to accept (9-0, Wilson absent) a proposed gift of public art on April 30, 2025. The donors, Judith Kendrick and Jim DiBiase, propose to commission a new sculpture by Giuliano Cecchinelli and launch a private fundraising campaign to cover the costs of fabrication, transportation, and installation. The sculpture would depict an immigrant family, carved in granite, as a commemoration to the India Street neighborhood. The artwork will be installed at 176 India Street on property owned by the Portland Water District with a public access agreement to the City.

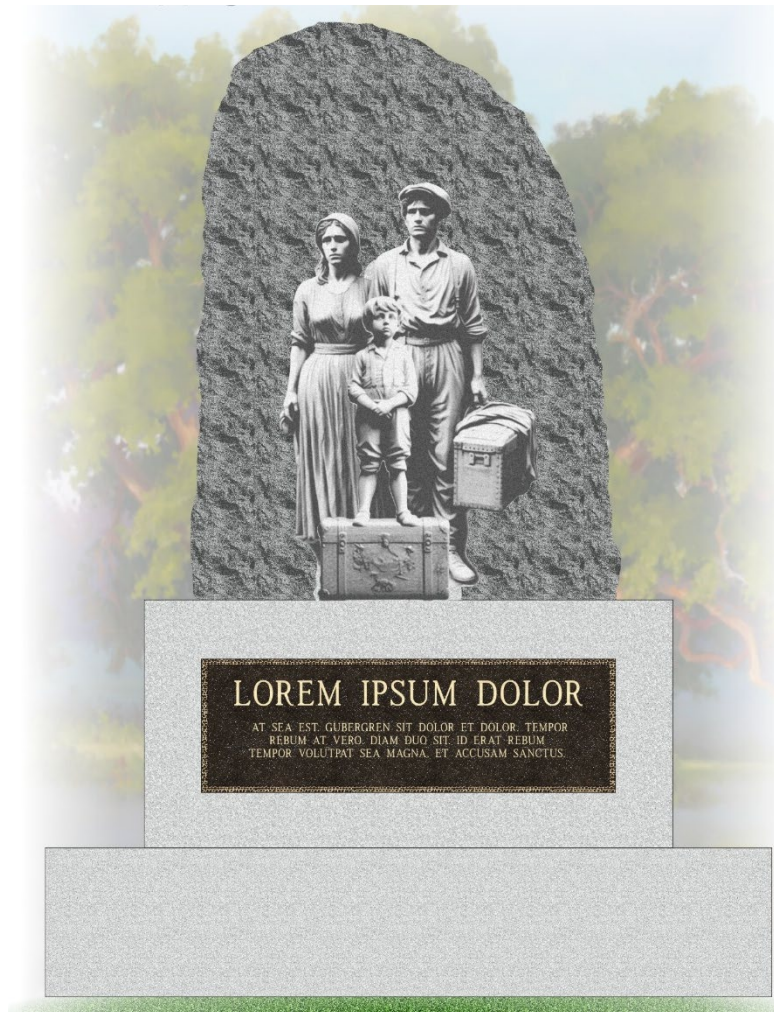


Figure 6: Proposed gift of public art by artist Giuliano Cecchinelli

VI. Goals for FY26

A. Five-year vision

The Portland Public Art Committee reviews and sets priorities for the public art program to guide decision-making over the next five years. The Committee's five-year vision includes:

- Finalize the acquisition and completion of all encumbered artworks, including *Shattered Sphere* by Sarah Sze in Congress Square Park and *Keeper of the Picnic* by Christopher Miller in Bramhall Square. Both of these artworks are contingent on the park refurbishments being completed.
- Evaluate the Guidelines for Public Art Ordinance and revise (if necessary);
- Further public education, interest, and enjoyment of public art by providing public art walks or public art guides in Portland; and to publicize and archive the collection. This includes revising the website to provide additional functions and increase traffic, to increase social media presence, and to meet with City stakeholders to reinforce the Committee's mission.

- Increase donation solicitation for projects supported by the Public Art Committee, particularly for projects that enhance community engagement and identity. To solicit grant and private money for current and upcoming projects;
- Prioritize site selections based on the Public Art Committee's commitment to locate public art more equitably throughout Portland, with a particular focus on neighborhoods with no or limited public art.
- Expand the public art collection in outer Portland through initiatives such as community artwork projects.
- Launch and complete the acquisition process for a new public artwork associated with the Portland Harbor Commons project, which is scheduled to begin construction in 2025.
- Continue to provide forums for public input, including offering committee meetings in a hybrid format for both in-person and virtual participation.
- Monitor the Reimagine Franklin Street process and identify opportunities for major new artwork installations.

Ultimately, these goals aim to contribute to Portland's identity as a cultural destination. The Committee recognizes that the prevalence and quality of Public Art will greatly contribute to Portland's overall image and increase both national and international recognition.

B. Specific goals by subcommittees in FY26

1. **Communications**

- Increase community collaboration between various City departments and local neighborhood organizations
- Increase social media followers by 3% and interactions by 50%
- Create a formal process for university collaborations
- Find new content to promote when the public art collection is not growing rapidly
- Find areas to promote information outside of digital formats

2. **Collection Management**

- Conduct an conservation assessment of the public art collection to evaluate and prioritize future conservation projects that ensure high-quality maintenance with cost-effective solutions. Manage the conservation assessment once a conservator is selected.
- Maintain the digital collection management resource files for the collection, conservation priorities and maintenance projects.
- Conduct a lighting assessment for the public art collection to inventory the condition and priorities for future maintenance.
- Review individual public art plaques to evaluate potential replacements based on the Committee's signage detail standards established in 2023.

3. **Acquisitions**

- Continue to focus on FY25 goals to improve clarity, inclusivity and transparency within the acquisitions processes.

- Identify opportunities for new artwork installations related to the Reimagine Franklin Street project for inclusion in future Annual Plans.
- Expand opportunities to commission new artwork for the Collection using remaining public art funds from previous years, aligned with projects funded through the City's Capital Improvement Plan (CIP). The Committee will draft a Request for Proposals (RFP) for new artwork at one or all of the following sites in the upcoming fiscal year:
 - Portland Harbor Commons
 - Riverton Trolley Park
 - North Deering neighborhood – Lyseth Moore area trails
- Anticipate potential gifts of public art and site them in the priority locations.

VII. Proposed Budget FY26

Article 20, Section 20.4.1 *Establishment of Public Art Fund* of the Land Use Code details the establishment of a special revenue fund designated as the Public Art Fund in the City treasury from which expenditures may be made in accordance with the Public Art Ordinance. Section 20.4.2 *City-funded projects* of the Land Use Code, specifies that *A percentage of the City's Capital Improvement Program (CIP) shall be calculated and appropriated annually to the Portland Public Art Fund. The annual appropriation shall be .5% of the total annual CIP.*

Remaining Encumbrances from previously approved Public Art Committee budget plans

Table 1 – Summary of Encumbered Funds			
	Activity	Description	Budget
A	Congress Square Public Art	New commission – Sarah Sze artist	\$176,000
B	Bramhall Square Artwork	New commission	\$26,560
	Total Encumbered		\$202,560

Remaining Balance

In FY25, the PPAC and City Council discussed the need for a plan to allocate funds that have rolled over from previous budgets. The PPAC Art Fund currently has \$362,609 in unspent funds from prior years. Of this amount, \$202,560 (Table 1) is already encumbered for two previously committed acquisitions: Sarah Sze's project at Congress Square Park and a new artwork commission at Bramhall Square. This leaves \$160,049 remaining.

City staff recommend retaining \$30,049 for the conservation and maintenance of the public art collection, to cover the collection assessment and identified conservation projects, leaving \$130,000 available. Based on the PPAC's outlined goals and objectives, staff recommend using the remaining funds allocated for commissioning new artwork to support new acquisitions at Portland Harbor Commons, Riverton Trolley Park, and North Deering neighborhood. The proposed breakdown of the recommended budget for using the unspent public art funds is shown below in Table 2:

Table 2 – Recommended budget for unspent public art funds		
Total Carried Over Art Funds	Description	\$362,609
Encumbered	Sarah Sze & Bramhall Square Acquisitions	\$202,560
Available Public Art Funds	Unspent funds	\$160,049
Activity	Description	Budget
New Artwork Commissions	New Commissions for Portland Harbor Commons, Riverton Trolley Park, and North Deering neighborhood.	\$130,000
Conservation and Maintenance	To cover conservation and maintenance efforts for the public art collection.	\$30,049
Total Budget		\$160,049

Proposed Budget FY26 (July 1, 2025 - June 31, 2026)

In addition to the proposed plan to utilize unspent funds rolled over from prior fiscal years, described above, the PPAC has developed the following budget for FY26. For FY26, \$50,000 is allocated to the Public Art Fund. The proposed use of these funds is outlined below in Table 3. As recommended to the City Council during the FY24 & FY25 Budget Plan we added a new activity line to account for Community Artworks Grants.

Table 3 – Proposed Budget FY26 (July 1, 2025 – June 31, 2026)			
	Activity	Description	Budget
A	Conservation and Maintenance	To cover the five-year Collection conservation assessment, lighting assessment and complete conservation projects identified as highest priorities.	\$10,000
B	Contingency Fund	To cover unplanned minor repairs, theft, replacement, and plaque purchases.	\$5,000
C	Community Artwork Grants	To contribute to a community artwork project(s).	\$5,000
D	New Artwork Commissions	New Commissions for Portland Harbor Commons, Riverton Trolley Park, and North Deering neighborhood.	\$30,000
	Total FY26 Budget		\$50,000

Attachments

Attachment A – Rules of the PPAC_Redlined

Attachment B – Fiscal year 2025 Temporary art program, prepared by the Planning & Urban Development

RULES OF THE PORTLAND PUBLIC ART COMMITTEE

ARTICLE I. GENERAL PROVISION.

Section 1. These rules are supplementary to the provisions of Chapter 14 of the Municipal Code as it relates to the procedures of the Portland Public Art Committee and are adopted pursuant to the authority granted in Section 20.5.2.D.14-854 (b) (4) of said Code.

Section 2. Roberts Rules of Order shall supplement these rules and shall control procedures not covered by these rules.

ARTICLE II. OFFICERS AND DUTIES.

Section 1. The officers of the Committee shall be the Chair and Vice Chair. The Chair shall preside at all meetings and fulfill the customary functions of that office. In the absence of the Chair, the Vice Chair shall act as Chair and shall have all of the powers of the Chair.

Section 2. The Chair and Vice Chair shall be elected annually by the regular members at the regular meeting in June.

Section 3. Officers shall be eligible for re-election. No person shall serve as Chair for more than two consecutive years.

Section 3. The Chair may establish sub-committees to accomplish specific tasks, and shall appoint chairs and members for those sub-committees as may be appropriate.

Section 4. In the absence of both the chair and the vice chair, the committee shall elect a chair pro tempore from among its number, and the chair pro tempore shall have all the powers of the chair during the chair's and the vice chair's absence. In the absence of the vice chair, or when the vice chair is serving as the chair, the board shall elect a vice chair pro tempore from among its number, and the vice chair pro tempore shall have all the powers of the vice chair during the vice chair's absence or service as chair. The committee shall conduct votes by roll call of members present.

ARTICLE III. MEETINGS.

Section 1. Regular meetings shall be held monthly. At the December meeting the Committee shall establish a regular schedule of meeting times and dates for the following year, and such meetings shall be scheduled in City Hall or at such other public and accessible location. Notice of meetings shall be given through listing with the City Manager's Public Meeting Calendar and the City of Portland web page.

Section 2. The Chair, in consultation with the Urban Designer or the designated City staff person, shall set the agenda for meetings.

ARTICLE IV. ORDER OF BUSINESS.

Section 1. All regular meetings of the Committee shall proceed as follows:

- a. Roll call and declaration of quorum.
- b. Reading and approval of minutes of the previous meeting.
- c. Communications.
- d. Unfinished Business.
- e. New Business.
- f. Adjournment.

ARTICLE V. VOTING & DECISION.

Section 1. The presence of a majority of the members of the Committee shall constitute a quorum.

Section 2. As to any matters not requiring a binding vote of the Committee, the Committee may meet and deliberate at any properly called meeting, regardless of the presence of a quorum, or may continue consideration of such matter to any later meeting. However, no final action shall be taken on such a matter without a quorum being present.

Section 3. Recommendations to the City Council shall include findings of fact and the reason or reasons for such recommendations, and shall contain a separate statement setting forth the recommendation of the Committee.

Section 4. Any one or more members of the Committee may file minority or dissenting reports in support of any position on any recommendation made to the City Council.

Section 5. In the event of a tie vote, the matter shall be tabled to the next meeting, where it shall be considered as unfinished business.

ARTICLE VI. AMENDMENT OF RULES.

Section 1. These rules may be amended by an affirmative majority vote of the members of the Committee.

Section 2. The proposed amendment must be presented in writing at a regular or special Committee meeting preceding the meeting at which the vote is taken.

Section 3. Any proposed amendment shall be communicated to the City Council and shall not be in effect until due process has been observed as pursuant to Section ~~20.5.2.D.14-854(b)(4)~~.

MEMORANDUM
City Council Agenda Item

FROM: Mary Davis, Division Director

DATE: September 19, 2025

SUBJECT: Order 60-25/26 Approving Amendment to the Condominium Declaration for Dougherty Commons Unit 2 - Sponsored by the Housing and Economic Development Committee, Councilor Pious Ali, Chair

SPONSOR: Housing and Economic Development Committee, Councilor Pious Ali, Chair. The Committee met on September 23, 2025 and voted 3-0 to recommend approval by the City Council.

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 10/6/2025

Final

Action 10/6/2025

Can action be taken at a later date: No Developers are ready to move forward with Purchase and Sale Agreements and need this approval before doing so.

Does this item involve a new contract with the City: Yes, Corporation Counsel has reviewed the legal document.

PRESENTATION: Mary Davis will be available for questions.

I. SUMMARY

Approval of a Right to Purchase associated with the Dougherty Commons Phase 2 Condominium

II. AGENDA DESCRIPTION

The Housing and Economic Development Committee met on September 23 and voted 3-0 to recommend approval of this item by City Council.

When the City of Portland sold the Dougherty Commons property, the deed included covenants to ensure the long-term affordability of the three projects to be developed. An issue with these covenants was discovered during the marketing of units for the Dougherty Commons Phase 2 condominium project: MaineHousing has identified a concern with providing mortgage financing to buyers because the covenants do not extinguish upon foreclosure.

Many first-time homebuyer loans are insured by lenders like MaineHousing or the FHA and are then sold on the secondary mortgage market. Affordability covenants that do not extinguish upon foreclosure are not compliant with secondary mortgage market requirements, particularly those of mortgage insurers such as the FHA and MaineHousing. To enable buyers to qualify for loans through programs like MaineHousing's First Home Program, the developers are requesting that the City of Portland allow an amendment to the Declaration of Condominium. This amendment would subordinate the affordability covenants to a MaineHousing mortgage and provide the City with a notice of right to purchase the obligations under the MaineHousing loan to maintain the affordability covenants.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

If the City chooses to exercise the right to purchase, it would own the mortgage debt and have the option to work with the unit owner to bring the debt current or initiate foreclosure proceedings. This is the type of situation where staff would ask the City Council to use minimum balance in the Jill C. Duson Housing Trust Fund. If the City does not exercise this right, MaineHousing would be permitted to proceed with a foreclosure action or accept a deed in lieu of foreclosure from the unit owner and the affordability covenants would be "null and void, and of no further effect as to the affected Unit."

MaineHousing provided data on foreclosures, deeds in lieu, and short sales of MaineHousing loans and mortgages on condominiums from 1993 to the present (see attached). This data indicates that the last foreclosure occurred in 2015 and that, overall, their portfolio shows a very low foreclosure risk.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

Increase, and modify the overall supply of housing city-wide to meet the needs, preferences and financial capabilities of all Portland residents.

V. FINANCIAL IMPACT

N/A

VI. STAFF ANALYSIS AND BACKGROUND

Given MaineHousing data indicates low foreclosure risk, staff requests approval for the Dougherty Commons Phase 2 right of purchase option. This approval is crucial as the unavailability of insured loans, such as those offered through MaineHousing or FHA programs, could impact potential buyers for this project.

VII. RECOMMENDATION

Staff recommends approval of this item.

VIII. LIST ATTACHMENTS

1. Order - Approving a Right to Purchase Option for Dougherty Commons
2. Declaration of Condominium Clean for Council

Prepared by:

Mary Davis, Division Director

Date: 09/19/2025

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 AMENDMENT TO THE CONDOMINIUM DECLARATION
FOR DOUGHERTY COMMONS UNIT 2**

ORDERED, that the Amendment to the Condominium Declaration For Dougherty Commons Unit 2 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 document and any other related documents necessary or convenient to carry out the intent of said document.

**AMENDMENT TO THE DECLARATION
FOR
DOUGHERTY COMMONS UNIT 2,
A CONDOMINIUM**

THIS AMENDMENT TO THE DECLARATION FOR DOUGHERTY COMMONS UNIT 2, A CONDOMINIUM (the “Amendment”) is made by **MCDP DOUGLASS, LLC**, a Maine limited liability company with a place of business in Portland, Maine (the “Declarant”), the declarant of the Dougherty Commons Unit 2, A Condominium (the “Condominium”) in **Portland**, Cumberland County, Maine.

WHEREAS, Declarant established the Condominium pursuant to the Declaration of Condominium for Dougherty Commons Unit 2, A Condominium, dated February 14, 2025, and recorded in the Cumberland County Registry of Deeds in **Book 41300, Page 213** (the “Declaration”), which Condominium is depicted on the plat and plan recorded in the Cumberland County Registry of Deeds in **Plan Book 225, Pages 52 and 53**;

WHEREAS, as of the date of this Amendment, Declarant has not conveyed title to any of the Units (the term “Unit” and all other capitalized terms not otherwise defined in this Amendment shall have the meaning ascribed to them in the Declaration);

WHEREAS, Declarant desires to amend the Declaration to correct the inadvertent omission of a Unit from allocations set forth in Exhibit B attached to the Declaration;

WHEREAS, Declarant desires to amend the Declaration to allow Unit owners to be eligible to borrow from MaineHousing’s mortgage lending programs;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant hereby amends the Declaration as follows:

1. The Exhibit B attached to the Declaration is replaced with the **Exhibit B** attached hereto, and all references to “Exhibit B” in the Declaration shall refer to the Exhibit B attached hereto for all purposes.

2. Article 10 of the Declaration is deleted in its entirety and replaced with the following:

ARTICLE 10

AFFORDABILITY RESTRICTIONS

From and after the date of this Declaration and for a period of ninety-nine (99) years, except as set forth below in this Article 10 regarding Maine State Housing Authority and its successor or assigns (“MaineHousing”), after the date on which all Residential Units have been completed, all Residential Units shall be made affordable to, and shall only be sold to, households earning less than or equal to one hundred percent (100%) of the area median income (“AMI”), adjusted for family size, based on figures published annually by Housing and Urban Development (“HUD”) for the Portland Metropolitan Statistical Area (“PMSA”) at a purchase price that is affordable, as that term is defined below. For the purposes of this Declaration, the Residential Units will be deemed “completed” upon the date that a Certificate of Occupancy has been issued by the City of Portland (the “City”) for all of the Residential Units, and the term “affordable” means that the percentage of income the minimum size household per unit size as specified below at 100% AMI is charged in connection with its mortgage payment (sum of monthly principal, interest, and mortgage insurance) plus real estate taxes and homeowners insurance, including utilities, shall not exceed thirty percent (30%) of the household’s gross income.

If, at any time after the date of this Declaration, HUD ceases to provide said annual figures for determining AMI, the City shall identify another similar method of determining income guidelines for affordability. The minimum household size for a one-bedroom Residential Unit shall be one (1) person, and the minimum household size for a three-bedroom Residential Unit shall be three (3) people. The maximum household size for a one-bedroom Residential Unit shall be two (2) people, and the maximum household size for a three-bedroom Residential Unit shall be six (6) people.

Any sale or other transfer of a Residential Unit shall be subject to the terms and conditions of this Article 10, except as set forth below in this Article 10 regarding MaineHousing. The foregoing affordability restrictions run with title to each Residential Unit during its term, and Declarant agrees to incorporate the foregoing affordability restrictions in each deed, or other legal instrument of conveyance, from Developer to a third-party purchaser. This Article 10 shall not be amended or modified without the express written consent of the City.

Notwithstanding anything to the contrary set forth in this Declaration, if MaineHousing holds a mortgage on a Unit that is recorded in the Registry (a “MaineHousing Mortgage”), the affordability restrictions set forth above in this Article 10 shall automatically be subordinated to the MaineHousing Mortgage without the need for further action or recorded instrument, and the City shall have the Purchase Option in regard to the MaineHousing Mortgage as defined below.

Prior to commencing a foreclosure action or accepting a deed in lieu of foreclosure in connection with a MaineHousing Mortgage that is in default, MaineHousing or its mortgage servicer shall send written notice of its intent to institute a foreclosure action and/or to accept a deed in lieu of foreclosure together with notice of the City’s right to exercise its Purchase Option (the “MaineHousing Notice”) to the City at: City of Portland, attn: City Manager with a copy to the Office of Corporation Counsel, 389 Congress Street, Portland, Maine 04102. The MaineHousing Notice shall be sent to the City by certified mail, return receipt requested or other

trackable mail service. A copy of a pre-foreclosure Notice of Right to Cure sent to the Mortgagee(s) or to the Unit pursuant to 14 M.R.S.A. § 6111 together with notice of the City's right to exercise its Purchase Option shall constitute an adequate MaineHousing Notice.

Upon the City's receipt of a MaineHousing Notice, the City, or its assignee, shall have the option, but not the obligation, to purchase the obligations underlying the MaineHousing Mortgage and to have the MaineHousing Mortgage assigned to it or to its designated assignee by paying the total amount due under the MaineHousing Mortgage and the underlying obligations, including any Promissory Note, and including any principal, interest, late fees, and other amounts due as of the date the payoff is made (the 'Purchase Option'). To exercise the Purchase Option, no more than 60 days from its receipt of the MaineHousing Notice, the City shall send written notice of its intent to purchase (the "Notice of Exercise of Purchase Option") to MaineHousing or to its mortgage servicer at the address or addresses identified in the MaineHousing Notice. The Notice of Exercise of Purchase Option shall contain a request for payoff information and payment instructions for the amounts due under the MaineHousing Mortgage and any underlying obligation. Receipt of the Notice of Exercise of Purchase Option shall be presumed to have occurred 3 days from the date it is sent.

If the City exercises the Purchase Option as set forth above, MaineHousing or its mortgage servicer shall have 10 days from receipt of the Notice of Exercise of Purchase Option to send the payoff information and payment instructions to the City, and the City shall have 60 days from the date the Notice of Exercise of Purchase Option is received to make payment of all amounts due to the party and at the address provided by MaineHousing or its mortgage servicer. This 60-day time period may be extended by mutual agreement of the City and MaineHousing or its mortgage servicer. If full payment is received in conformance with the above, MaineHousing or its mortgage servicer shall forward to the City documentation assigning the MaineHousing Mortgage, and endorsing and transferring the underlying obligations, to the City or its designated assignee and endorsee. Such documentation will be in form and substance reasonably satisfactory the City and MaineHousing and will include loan histories and such other information and documentation, and in such time frame, as is customary in the industry when a mortgage and loan are transferred to a new owner.

If the City fails to exercise the Purchase Option as set forth above and within the period allowed, or exercises the Purchase Option but fails to tender full payment as set forth above and within the period allowed, the Purchase Option will automatically terminate with no further action required, and MaineHousing or its mortgage servicer will be permitted, but not obligated, to proceed with a foreclosure action on the MaineHousing Mortgage or to accept a deed in lieu of foreclosure from the Unit owner. If either occurs, and the resulting Judgment of Foreclosure or deed in lieu of foreclosure is recorded in the Registry, it shall render the affordability restrictions in this Article 10 null and void, and of no further effect as to the affected Unit.

[signatures appear on following pages]

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed by its undersigned representative, thereunto duly authorized, this ____ day of September, 2025.

MCDP Douglass, LLC

By: _____
Matthew Peters, Member

STATE OF MAINE

Cumberland County

September __, 2025

Personally appeared the above named Matthew Peters, Member of MCDP Douglass, LLC, and acknowledged before me the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said company.

Notary Public/Attorney at Law

Print or Type Name as Signed

LIMITED JOINDER BY CITY OF PORTLAND

The City of Portland hereby joins in the execution of this Amendment for the limited purposes of accepting and agreeing to the amendments to Article 10 that are set forth herein.

WITNESS:

CITY OF PORTLAND

By: _____

Danielle West

Title: City Manager

STATE OF MAINE

COUNTY OF CUMBERLAND, SS.

September __, 2025

Personally appeared before me the above-named Danielle West, City Manager of the City of Portland, and acknowledged the foregoing to be her free act and deed in her said capacity and the free act and deed of the City of Portland.

Before me,

Notary Public/Maine Attorney at-Law

Commission Expires:

Print Name:

LIMITED JOINDER BY MAINE STATE HOUSING AUTHORITY

Maine State Housing Authority hereby joins in the execution of this Amendment for the limited purposes of accepting and agreeing to the amendments to Article 10 that are set forth herein.

WITNESS:

MAINE STATE HOUSING AUTHORITY

By: _____

Title: _____

STATE OF MAINE
COUNTY OF CUMBERLAND, SS.

September __, 2025

Personally appeared before me the above-named _____, _____, and acknowledged the foregoing to be his or her free act and deed in said capacity and the free act and deed of Maine State Housing Authority.

Before me,

Notary Public/Maine Attorney at-Law
Commission Expires:
Print Name:

EXHIBIT B

<u>Unit</u>	<u>Undivided Interest in Common Elements</u>	<u>Common Expense Liability</u>	<u>Votes in the Association</u>
1	6.50	6.50	7
2	6.50	6.50	7
3	6.50	6.50	7
4	6.50	6.50	7
101	2.75	2.75	3
102	2.75	2.75	3
103	2.75	2.75	3
104	2.75	2.75	3
105	2.75	2.75	3
106	2.75	2.75	3
107	2.75	2.75	3
108	2.75	2.75	3
201	6.38	6.38	6
202	6.38	6.38	6
203	6.38	6.38	6
204	6.38	6.38	6
205	6.38	6.38	6
206	6.38	6.38	6
207	6.38	6.38	6
208	6.38	6.38	6
	99%	99%	99
Rooftop	1.00	1.00	1
TOTAL	100%	100%	100

MEMORANDUM
City Council Agenda Item

FROM: Maggie McLoughlin
Director of Health & Human Services

DATE: September 24, 2025

SUBJECT: Order 61-25/26 Accepting and Appropriating a \$400,303 in Maine State Housing Authority Funding for a Winter Warming Emergency Shelter - Sponsored by Danielle P. West, City Manager

SPONSOR: Danielle P. West, City Manager
(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:
1st Reading 10/6/2025

**Final
Action**

Can action be taken at a later date: No With cold weather approaching, program elements need to be set up as soon as possible to be ready activate when threshold conditions are met.

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

PRESENTATION: Maggie McLoughlin, Director of Health & Human Services

I. SUMMARY

This agenda item seeks the City Council's approval to formally accept and appropriate a grant totaling \$400,303 from MaineHousing to operate an overnight warming shelter when emergency warming thresholds are met.

II. AGENDA DESCRIPTION

If approved, this item would accept and appropriate a \$400,303 grant from MaineHousing to operate an overnight winter warming shelter at 166 Riverside for the 2025-2026 season.

The warming shelter will be operated by an experienced team from the Homeless Services Center when the temperature is 15 °F or below or when snow accumulation is 10 inches or more. On days when it is activated, the shelter will be open from 7:30 PM to 6:00 AM with a capacity for 60 individuals. Expanded shuttle service will be available to and from the site.

This item must be read on two separate days. The conditions of the grant award require that the shelter be operational by November 15, 2025. In order to meet that deadline, staff is requesting that the second reading be waived, which requires seven affirmative votes. Staff also requests that this item be passed as an emergency. Seven votes are required for passage as an emergency following public comment.

III. BACKGROUND

The City Council goals include an explicit interest in supporting winter warming, a task which was taken up by the Health and Human Services and Public Safety (HHSPS) Committee. In April, the HHSPS Committee directed staff to look for winter warming solutions following an overview of the current landscape, opportunities, and constraints by the City's Emergency Manager. Based on the Committee's interest in providing overnight winter warming shelter for individuals experiencing homelessness, City staff worked to identify an appropriate on-peninsula location, as well as a private nonprofit operator. When, after several months, no location or operator had been found, staff began exploring off-peninsula, City-operated alternatives.

As a result of these circumstances, and in recognition of the fast-approaching deadline for MaineHousing funding applications, City staff eventually submitted an application for funds to operate a winter overnight warming shelter at 166 Riverside Industrial Parkway, where the City is currently contracted as a service provider at an emergency shelter for unsheltered individuals, both men and women, with priority given to asylum seekers.

This location was selected based on the building's design, which would facilitate the separation of emergency shelter guests and overnight warming shelter guests. The property is owned by DC Blueberry LLC, which has granted its approval for the temporary, expanded use of the site.

The purpose of a seasonal overnight shelter is to create a safe space for unsheltered residents during threshold-level nights. The warming shelter will be operated by an experienced team from the Homeless Services Center when the temperature is 15 °F or below or when snow accumulation is 10 inches or more. On days when it is activated, the shelter will be open from 7:30 PM to 6:00 AM with a capacity for 60 individuals. Expanded shuttle service will be available to and from the site.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

Support to the unsheltered population.

V. FINANCIAL IMPACT

This is a grant funded program with no impact on City budget.

VI. STAFF ANALYSIS AND BACKGROUND

See background.

VII. RECOMMENDATION

Passage.

VIII. LIST ATTACHMENTS

1. Order - Accepting and Appropriating 400k in MaineHousing funds for Winter Warming
2. HHSPS Committee Warming & Cooling Center Memo April 2025
3. 2025-2026-Notice of Funding-Warming Shelters
4. City of Portland 2025-2026 Winter Overnight Warming Shelter Grant Agreement with Exhibits
5. 2025.10.06 Public Comment - Order 61

Prepared by:

Maggie McLoughlin

Director of Health & Human Services

Date: 09/24/2025

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 \$400,303 IN MAINE STATE HOUSING
AUTHORITY FUNDING FOR A WINTER WARMING EMERGENCY SHELTER**

ORDERED, that \$400,303 in grant funds from the Maine State Housing Authority is hereby accepted and that amount appropriated to the Health & Human Services Department to operate a winter warming emergency shelter; and

BE IT FURTHER ORDERED, the City Council hereby authorizes the City Manager or designee to execute any documents necessary or convenient to accept such funds and carry out the intent of this order; and

BE IT FURTHER ORDERED, that this order is enacted as an Emergency, pursuant to Article II, Section 11 of the Portland City Charter, in order to make it effective immediately to ensure the warming shelter is operational by the funding deadline of November 15, 2025.



To: Health and Human Services & Public Safety Committee
Councilor Anna Bullett, Chair

MEETING DATE

April 10, 2025

AGENDA ITEM

Agenda Item #5 - Warming and Cooling Shelter Planning

PURPOSE

Review options to improve reliable access to warming and cooling centers for vulnerable populations.

COMMITTEE WORK PLAN/CITY COUNCIL GOAL ALIGNMENT

At the February 11, 2025 HHS&PS meeting, the Committee set Discussion of 2024-2025 Warming & Cooling Shelter Planning as the number one priority on the work plan and requested a presentation on options to manage cooling and warming centers for the April meeting.

Council Goal #2: The Council will work to implement solutions to the housing crisis, including building more working class housing, improved support for the unhoused community such as an overdose prevention center as well as continued support for warming shelters. Additionally conduct independent assessment of Efficiencies, Outcomes and Expenditures.

BACKGROUND

The City of Portland is providing shelter to over 560 individuals on a nightly basis and has some staff time dedicated to coordinating warming/cooling centers. There is a greater need for improvements to warming center planning than cooling center planning in Portland based on our current climate and resources. Many communities that have overnight warming shelters or stations are open nightly during the coldest months, while Portland's is activated based on a temperature or snow threshold. City staff and partners have sought to have a warming shelter that was open more often but have been unable to identify an appropriate location and funding for our needs.

The information below provides an overview of the City's current model on warming/cooling centers followed by research from peer cities and options for how this program could evolve.

Description of Current Model

City of Portland staff work closely with community partners to facilitate privately-operated warming shelters and apply for state funding available through Maine State Housing Authority (MSHA). Once a community partner has secured funding, the City's Emergency Management Coordinator (EMC) works with them to establish activation triggers and update the Winter Warming Plan. The EMC and Social Services Director coordinate with other local partners that provide services to the unhoused community to open their spaces for warmth during the day when the plan is activated. The EMC maintains a robust email distribution list of stakeholders, monitors the weather, activates the Winter Warming Plan, and notifies stakeholders when the plan is activated.

An overnight warming shelter at First Parish has been funded by MSHA for the past two winters and was operated by a different organization each season. In the winter of 2023-2024, the activation trigger for the warming shelter was a daily high apparent temperature of 20°F or snow accumulation of more than 10 inches and the warming shelter opened on 17 nights. In an effort to have the warming shelter open more often, in the winter of 2024-2025 the temperature trigger was changed to a daily low of 15°F and the warming shelter opened on 34 nights.

The EMC monitors the weather and works with the Portland Public Library to activate the main library as a cooling center when the National Weather Service (NWS) issues a Heat Advisory¹. When the NWS issues an Excessive Heat Warning² and the Portland Public Library is not available, the EMC activates available City facilities (ex: Trobh Ice Arena, Community Centers) and staff. This trigger has been in place since the summer of 2023 when the cooling center was activated two times, in 2024 it was activated five times.

Analysis of Current Model

Plan triggers have been aligned with the timing of the impacts of extreme temperatures. The warming plan trigger is based on the low temperature, ensuring that overnight sheltering aligns with the coldest time of day. Meanwhile, the cooling plan is guided by the NWS Heat Advisory which occurs during the day, and the Excessive Heat Warning which considers the impacts of a heat wave.

The City of Portland is more impacted by extreme cold weather than extreme warm weather. There are fewer resources available for the unsheltered community to keep warm during extreme cold, especially overnight when temperatures are lowest. Staff feel that the cooling center needs are being met by the current plan in addition to the availability of the 24/7 operations at the Homeless Services Center.

MSHA released a Notice of Funding Opportunity for warming shelter operations for winter 2024-2025 and there were no applicants in Cumberland County. With no warming shelter options planned in Portland, Commonsplace and First Parish collaborated for Commonsplace to operate the warming shelter at First Parish and secured funding from MSHA. First Parish has not offered

¹ Heat index of approximately 95°F or higher that lasts 2 hours or longer.

² Heat index is expected to reach 105°F or greater lasting for 2 hours or more and/or when there is a heat wave where nighttime temperatures do not go below 75 F or less.

their space beyond this winter. Commonsense provided a memo update for the January Committee meeting that describes the successes and challenges of operating a warming shelter in this space (**Attachment A**). The overnight warming shelter is low-barrier and serves an unsheltered population impacted by substance use disorder. Professional, trained, staff are needed to operate a safe and welcoming warming shelter.

According to that memo, Commonsense concludes that First Parish is not an ideal space or location for a warming shelter. The size of the space does not meet the needs of the number of people that need the warming shelter, the bathrooms are not outfitted in any manner to promote safety in the form of overdose awareness and response, and its proximity to Portland High School requires additional staff effort and the support of the Portland Police and Public Works departments. The limitations with this location need to be applied to any space we contemplate for overnight warming shelter and this is the only location the City and partners have identified as a location for an overnight warming shelter. Experience from operating low-barrier shelters is that the space should be on one floor, have clear lines of sight, and have bathrooms appropriate for overdose response.

Research and Peer Review

To facilitate the Committee's discussion, staff researched warming shelter solutions cities similar to Portland utilize and the feasibility of solutions in our local context, including a 1.0 FTE staff position responsible for coordinating such shelter. Challenges faced by all possible solutions include the lack of appropriate physical space or location, a lack of appropriate facility operations staff that can be unpredictably mobilized, and funding.

Using the the League of Women Voters of Maine's 2021 analysis as a foundation, we looked at the following cities similar in population and size relative to the rest of their states and with a similar climate to Portland: Burlington, VT; Charleston, WV; Grand Island, NE; Cheyenne, WY; Idaho Falls, ID; Missoula, MT; Bismarck, ND; Rapid City, SD³. We also looked at New England municipalities with a similar population size to Portland: Meriden, CT; Norwalk, CT; Nashua, NH; Conford, NH; and Plymouth, MA as well as Lewiston, Augusta, and Bangor, ME.

Based on this research, staff are highlighting the following facts and themes:

- About half of the cities outside of New England do not have overnight warming shelters.
- Of the cities that do have warming shelters, the majority of the warming shelters are open nightly on a seasonal basis and are operated by private non-profit organizations.
- Many are located in churches or in overflow areas at existing homeless shelters or day spaces while others are in recently vacant buildings (ex. old school building, GSA disposition).

³ League of Women Voters of Maine, "Identifying Cities Comparable to Portland, Maine," [www.lwvme.org](https://www.lwvme.org/sites/default/files/web/ComparableCities.0.pdf), November, 2021, February 10, 2025. <https://www.lwvme.org/sites/default/files/web/ComparableCities.0.pdf>.

- The majority of these shelters are privately or state grant funded. Some municipalities have provided funding for warming shelters in the past, most using pandemic-era funding that is not available after 2025.
- Municipal coordination of privately operated warming shelters appears to be more common in New England than in other parts of the country.
- It did not appear that any of the municipalities researched have full-time staff dedicated to coordinating emergency warming / cooling centers year round.
- Nashua, NH is the only municipality that directly operates an overnight warming location – a “warming station” which has chairs and snacks but no beds or meals.
- Portland stands out as the only municipality researched that operates its own homeless shelter; many communities have limited year-round shelter capacity that increases the need for sheltering in the colder months.

Options for Enhancing Portland's Warming Plan

1. **Continue with Current Approach**
2. **Dedicated Coordinator** – At the committee’s request, staff considered supplementing the current approach with additional staff time (up to 1 FTE) dedicated to the coordination of warming/cooling centers. Staff considered this option and determined that the workload associated with the current approach is being effectively handled within existing staff resources which include the EMC, Social Services Director, and support staff. Because the major constraints to expanding warming center operations relate to the availability of willing and qualified non-profit operators, appropriate facility space, and funding, the value of additional staff is not clear. It is not likely that additional staff would have more success in recruiting and coordinating partners.
 - a. **Estimated Fiscal Impact:** Adding a 1.0 FTE Program Coordinator would cost approximately \$100,000 for the first year including salary, fringe benefits, computer, and supplies.
3. **Stand up Single Site Open Nightly During Winter** – Identify space for a seasonal warming shelter that is open every night during the winter months. City staff and partners have reached out to organizations to identify space for a warming shelter in the past and have not found a suitable or low-cost space. Zoning requirements also limit options to certain areas of the City where a warming shelter could operate on a nightly basis. There could be locations that could be appropriate for warming shelters but they would require significant funding and/or regional partnership. If a space was identified, operating staff would still be required.
 - a. **Estimated Fiscal Impact:** Using Commonsplace’s proposed budget for 30 nights of operating a winter warming shelter, it is estimated that a seasonal warming

shelter budget for staff, utilities, supplies and very low rent would cost at least \$560,000 for 120 nights of operation. It is likely that the costs to lease or acquire a different building would be significantly higher.

4. **Facilitate Multiple Small Sites Open at Certain Temperature Thresholds** - Pivot coordination efforts to see if additional partners are willing to operate small capacity warming shelters in their buildings. This model is used in some of the municipalities researched, but may not work in Portland. Given the challenges of the existing model (available locations, willing partners, and staffing constraints), staff believe this would be more challenging to operationalize.
 - a. **Estimated Fiscal Impact:** The cost of operating multiple small warming shelters is dependent on the number and size of each. Activities beyond the scope and available funding from MSHA would require another funding source. MSHA has provided approximately \$231,000 in grant funding for 30 nights of warming shelter operations in Portland and had \$2M available statewide this winter.

FISCAL IMPACT

See estimated costs provided above.

CONCLUSION(S)

After researching what municipalities similar to Portland provide for year round and warming/cooling sheltering, staff conclude that Portland is providing more than many other municipalities, despite some challenges with our current model. The lack of a physical building suitable for a seasonal warming shelter is the biggest barrier to improving our model. An effective solution to improve access to seasonal shelter will carry a significant additional fiscal impact.

PRIOR COMMITTEE REVIEW

N/A

PREPARED BY

Caity Hager
Emergency Management Coordinator
Fire Department

Greg Jordan & Dena Libner
Assistant City Managers
Executive Department

ATTACHMENTS

Attachment A - Commonsense Memo



January 10, 2025

First Parish Warming Shelter Update

Per request from the City Council's HHS Committee, please see the following update on the usage statistics, successes, and challenges of the project up to this point:

Participation

Commonspace has been operating an Emergency Winter Warming Overnight Shelter, with a primary location at First Parish Unitarian Universalist at 425 Congress St. and with funding from MaineHousing, since the onset of colder, winter-season temperatures.

The Warming Shelter is activated when the City's Emergency Response Plan is activated by a low temperature of 15 degrees or anticipated snowfall of more than 10 inches, or at the discretion of Commonspace and First Parish (with significant consideration to the finite resource, both human and financial, available to the project and the potential for depleting that resource prior to the end of the winter season if too many discretionary openings take place).

The Warming Shelter has been open 13 nights as of today. The first opening was on December 14th. Five of the Warming Shelter nights, all in December, utilized Commonspace's Portland Peer Center at 103 India St. as a back-up location, due to logistical complications related to holiday activities and events at First Parish. The eight other Warming Shelter nights took place at First Parish, and we anticipate that all remaining Warming Shelter nights this winter will take place at First Parish.

The lowest number of Warming Shelter guests on a given night was 50. The highest number was 107 (reached twice in the most recent 6-night stretch of openings, spanning January 4th-9th). **The average number of guests, to date, has been 80.** We have seen five unduplicated families, all New American families, ranging in household size from three to six. The largest number of families we have had on a given night was three, occurring on our most recent shelter night (Jan. 9th). It's important to note that the Warming Shelter is not designed for families as it is offered in an open, communal space. To meet this unexpected need safely, First Parish provided several

children's classroom on a separate floor. First Parish staff also helped connect families with local services and supplemented the food service provided by Commonsplace.

While the Fire Marshall established an allowed guest capacity of 110 (at First Parish), Commonsplace and First Parish identified a soft cap of 60, based on our assessment of the space, our planned use of only one floor-level, and what we estimated to be the outer limit volume within which staff could reliably maintain a safe and effective resource for guests. The census to date has demonstrated that this cap has indeed been a soft cap.

Successes

- The **communication strategy** for notifying those potentially in need of emergency warming shelter has been effective. The City notifies a large recipient group via email about an activation, with 48 hours' notice. Recipients include agencies working directly with unhoused and unsheltered individuals in the community, who work to get the word out to potential guests. Activation notices are also posted on the City's website and social media, and on the social media of Commonsplace and First Parish (with multiple posting shares supporting distribution of the alerts).
- In spite of the challenges noted below, **the staff supporting the shelter** have been able to hold a highly complex space, balancing the need to enforce guidelines that maintain the safety of everyone in the space while maintaining a low enough barrier to retain the shelter as a resource for those most in need of its existence, and focusing their attention and responsiveness on maintaining a safe, welcoming warming shelter while working at the same time to prevent negative impact from the project on the surrounding area, with specific concern surrounding the proximity of Portland High School.
- The **Portland Police Department** has been a tremendously helpful partner in the project. On nights with higher census counts, duty officers have offered their temporary presence in the space, supporting staff and guests with establishing and maintaining an environment of order and safety. Officers have also supported staff, in the mornings, with attending to the alley that runs alongside First Parish and connects to Portland High School, ensuring that the students are not navigating any waste associated with guests who had exited the shelter and who temporarily utilized the area before moving on to other locations. Public Works has also recently started supporting the project with their assistance with any waste or debris in the general area.
- **Response to overdoses** and to medical events have been timely and effective. Attending Emergency Response officials have been great about fulfilling their response activities while being care-taking and mindful of the fact that many in the space are asleep and that

some guests have a baseline of anxiety regarding the arrival of their team. We have been very impressed by the care and skill of the responding teams.

- **First Parish** has, for a second year in a row (the first in partnership with Commonsplace), been very accommodating and flexible concerning the operation of this project, which involves intensive use of their space and the displacement or alteration of other uses of the space, and which this year has included accommodations for sheltering families in sections of the space that had not been assigned to this project in the space use agreement.

Challenges

- The **challenges and limitations of the space and location** at First Parish were understood going into this project, which proceeded regardless of these concerns due to the lack of other viable community spaces being offered for this use. The recent, increased volume of guests and the frequency of shelter activation due to the bitterly cold start to this winter season have highlighted and exacerbated those challenges, the three greatest of which are:

- 1) There are only two available **bathrooms** in the space intended for the overnight shelter, which is a barely adequate resource for 80 guests, and which is entirely inadequate for 107 guests.

This reality has created a significant challenge. Guests arrive downstairs, where a meal is provided, and according to the project plan should then be brought upstairs to the shelter space for the balance of the evening. Instead, for two reasons, staff have had to operate the shelter on two floors (and occasionally on three, due to the presence of families). First, limiting the defined shelter space to the upstairs space would restrict guests to two available bathrooms; Second, a large segment of shelter guests, impacted by co-occurring disorders significantly complicated by stimulant use, do not sleep and do not comport themselves in a manner that is conducive to delivery of a sleep-supportive and safe shelter environment, which staff works to maintain upstairs.

For upcoming activation nights, a determination will need to be made as to whether the Warming Shelter should maintain its plan of operating on only one floor, which would create a hard cap of 70 guests (per Fire Marshal's determination) and would create challenges regarding the effective operation of the space across the diverse needs of its guests, or, alternatively, to maintain operations across both floors. We've assessed that in order to more effectively maintain the latter option, we would need additional staff to safely monitor and manage the project. Emergency shelter spaces are often less than ideal, but compromised sight lines and accessible, off-limit areas across two floors render the space very challenging to manage for safety, especially with high volume use.

- 2) A compounding, related concern involves **guest safety as it relates to bathrooms**. None of the bathrooms are outfitted in any manner to promote safety in the form of overdose awareness and response. In addition to risks that we are challenged to mitigate, this reality also necessitates intense staff attention to bathroom use, which draws attention away from other facets of space management. Of the four bathrooms currently in use, we have determined that one needs to be taken off-line, as it deadbolts from the inside and staff cannot open it in the event of an emergency.
- 3) The **proximity of First Parish to Portland High School** heightens the need for attention to project impact to an extent that is taxing on the project team, and that has required the support of municipal partners (PPD and Public Works). Also, given that the mornings following a shelter night are frequently very cold, it is negatively impactful on the guests that they are required to leave the building and the premises by 7:00 am, in order to avoid impact on students' arrival at school.

Additional challenges

- Commonsplace staff has experienced multiple **challenges in their efforts to uphold quite minimal safety and behavioral expectations** of guests within the space, including situations involving direct physical assault on staff by guests. In cases of major infractions or repeated refusal to comply with safety guidelines, guests have sometimes been asked to leave. It should be noted that guests who have been asked to leave on one shelter night have been welcomed to return the following night of activation, with the same minimal expectations for safety and behavior in place.
- Commonsplace remains eager to utilize the Warming Shelter as an opportunity to leverage contact and relationships with guests to support access to more appropriate, every night shelter options for people who are currently unsheltered. Regional emergency shelters, including the Homeless Services Center and Milestone Recovery have, on activation nights, been operating at or very near capacity, which has worked to severely reduce our diversion options. The HSC responded to community pressure several months ago to extend their check-in curfew to 11:00pm. One consequence of this is that a clear picture of available beds at the HSC is not known until or after 11:00, when it is incredibly challenging to act upon. If, as an example, we learn at 11:30 that there are 7 male beds and 3 female beds available at the HSC, we have to determine whether we could and should notify or wake Warming Shelter guests in the hopes of identifying 10 individuals willing to transfer from the Warming Shelter to the HSC, and whether we could or should make such a transfer mandatory. These are currently unanswered questions. The short story is that the near capacity operation of regional shelters does not permit the type of diversion, and Warming Shelter census reduction, that would be optimal.



**Notice of Funding Availability for
Winter Overnight Warming Shelters
2025-2026**

SCHEDULE

Issued: August 1, 2025

Proposals Due: August 29, 2025 5:00PM Local Time

MaineHousing Contact Person: Lauren Bustard

E-mail: warmingshelterrfp@mainehousing.org

NONDISCRIMINATION NOTICE:

Maine State Housing Authority ("MaineHousing") does not discriminate on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, ancestry, physical or mental disability, age, familial status or receipt of public assistance in the admission or access to or treatment in its programs and activities. In employment, MaineHousing does not discriminate on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, ancestry, age, physical or mental disability or genetic information. MaineHousing will provide appropriate communication auxiliary aids and services upon sufficient notice. MaineHousing will also provide this document in alternative formats upon sufficient notice. MaineHousing has designated the following person responsible for coordinating compliance with applicable federal and state nondiscrimination requirements and addressing grievances: Kelley Stonebraker, Maine State Housing Authority, 26 Edison Drive, Augusta, Maine 04330, Telephone Number 1-800-452-4668 (voice in state only), (207) 626-4600 (voice) or Maine Relay 711, Email EqualAccess@mainehousing.org.

I. PURPOSE OF THIS NOTICE

Maine State Housing Authority (“MaineHousing”) is an independent quasi-state agency. The mission of MaineHousing is to assist Maine people in obtaining and maintaining quality affordable housing and services suitable to their housing needs. Additional information concerning MaineHousing can be found at www.mainehousing.org.

MaineHousing is allocating the last remaining flexible funds to address the issue of unsheltered homelessness during the winter months of 2025-26. This Notice of Funding Availability (“Notice”) invites applications for funding of overnight warming shelters to become operational by November 15, 2025 and operate until April 30, 2026. This funding should only be used to expand beyond existing shelter services and should not act to replace current funding for existing shelter services.

II. POPULATION TO BE HOUSED

Warming Shelters should be designed to meet the needs of individuals and families experiencing literal homelessness.

III. ELIGIBILITY CRITERIA

Funding will be available to municipalities, Native American tribes and nonprofit organizations (“Applicant(s)”). Nonprofit organizations must be working in conjunction with the municipality where the shelter will be sited and must provide a letter of support from the municipality.

Applicants must have site control of the proposed building/facility where services will be performed. The site must be able to accommodate shelter guests with accessibility needs.

IV. REQUIREMENTS

Scope of Services:

- Provide overnight or a combination of overnight and day shelter spaces for the intended population, creating as few barriers as possible to access shelter.
- Provide staffing and meals adequate to the space/number of people served.
- Coordinate with service providers in your area’s Homeless Service Hub (Homeless Service Hub information and contact information for Hub Coordinators provided in Appendix C) to offer housing navigation and stability services that will assist shelter guests in obtaining permanent housing solutions.
- Track eligible expenditures on a monthly basis and maintain supporting documentation to verify these expenditures.
- Report monthly on participants served and grant funds expended. Submit a final report by June 15, 2026 that includes aggregate demographic data on all shelter guests served and a full accounting of funds expended.
- Participate in information sharing/training sessions as requested.

Provider Qualifications:

- Experience providing shelter and/or services to individuals/families experiencing homelessness.

- Familiarity with the homeless response system and housing providers/resources.

V. TERM OF CONTRACT

Any contract awarded pursuant to this Notice will be for a term beginning as early as feasible after the award of the contract and will end on June 15, 2026. MaineHousing will have the sole right and option to extend the contract for one (1) additional short term given any unforeseen circumstances that require additional Services.

VI. FORMAT AND DEADLINE FOR APPLICATIONS AND QUESTIONS

All Applicants must submit the following, in PDF format, to warmingshelterrfp@mainehousing.org

1. Narrative, including:
 - a. Applicant's Experience providing shelter/services to people experiencing homelessness
 - b. Proposed Site Address and Description (including evidence of site control)
 - c. Number of Individuals/Families to be Served
 - d. Staffing Plan
 - e. Services to be provided, including information on partner organizations who will be collaborating on the project to provide housing navigation and other services
 - f. Admissions Policies and Rules (i.e., in what circumstances you would deny a bed to an individual).
 - g. Total Funding Request, along with operating budget that includes any funding leveraged through other sources. Use the Budget Worksheet included as Appendix E.
 - h. Description of how the Applicant's financial management system meets the following requirement: An Applicant's financial management systems must be sufficient to permit the tracking of these grant funds and any expenditures allowable under the award, and the expenditures must be supported by backup documentation showing the amounts expensed and proof of payment.
2. Letter of support from Municipality in which the shelter will operate.
3. Applicant Information Sheet in Appendix A.
4. Applicant Certification Form in Appendix B.
5. Applicant Conflict of Interest Form in Appendix F.

All applications must be submitted electronically to Lauren Bustard, Senior Director of Homeless Initiatives, by email at warmingshelterrfp@mainehousing.org, no later than 5:00 p.m. local time on August 29, 2025. Please include in the subject line of the email "Response to Notice of Funding Availability for Winter Overnight Warming Shelters."

Questions concerning this Notice must be directed to the email as noted above no later than 5:00pm on August 13, 2025. Responses will be posted to the MaineHousing webpage for the Notice on a regular basis, and responses to all questions will be posted by Friday, August 15, 2025.

VII. SELECTION CRITERIA

Submissions will be reviewed and evaluated by MaineHousing based on its assessment of each Applicant's capacity to meet the Scope of Services outlined herein. Upon such review, MaineHousing may schedule interviews with select Applicants. Any contract awarded by MaineHousing will be based on applications deemed by MaineHousing to be most advantageous, taking into account the ability to begin services by November 15th, the number of people served, the services provided, the cost (based on the number of people served) and the demonstrated ability to leverage funding from other sources.

VIII. TERMS AND CONDITIONS

Rights Reserved by MaineHousing

In addition to the rights reserved by MaineHousing elsewhere in this Notice, MaineHousing reserves the right to:

- Adjust the timetable for this Notice as deemed necessary, including but not limited to extending proposal deadlines.
- Waive informalities and minor irregularities in proposals received.
- Reject and not consider any or all Applicants who do not meet the requirements of this Notice, including but not limited to incomplete responses and/or non-responsive proposals.
- Reject any or all proposals received and not to award a contract pursuant to this Notice, or to cancel or terminate this Notice process at any time, whether before or after any proposals have been submitted or received, if deemed by MaineHousing to be in its best interest.
- Negotiate price or other factors included in any proposal submitted to MaineHousing, and in the event MaineHousing is unable to negotiate a mutually satisfactory contract with the successful Applicant under this Notice, MaineHousing may, in its sole discretion, negotiate with another Applicant or cancel this Notice and not award a contract to any Applicant.
- Reject the Applicant selected pursuant to this Notice and to offer a contract to another Applicant in the event the selected Applicant does not enter into the required contract to provide related services described in this Notice.
- Negotiate directly with one Applicant if the responses to this Notice demonstrate a lack of competition.
- Correct or amend this Notice. In no case will this Notice be amended within seven (7) days of the proposal submission deadline unless the amendment includes an extension of time or is for the purpose of extending the deadlines. MaineHousing will not be liable for any costs incurred as a result of changes to this Notice.

Other Terms and Conditions

Conflict of Interest. The Applicant, any principal or affiliate of the Applicant, or anyone who will be paid for work on the Contract, that has business ties, familial relations, or other close personal relations with a current MaineHousing employee or a commissioner, or anyone who was a MaineHousing employee or a commissioner within the past year must disclose this information under **Appendix F - Conflict of Interest Disclosure Form**.

Applicant Certification Form. As a mandatory requirement of this proposal, all Applicants must complete and submit the Applicant Certification Form attached to this Notice as **Appendix B**, along with their proposal submission.

Confidentiality and Nondisclosure. Applicant shall maintain in trust and confidence and shall not disclose to any third party, except as such disclosure may be authorized in writing in advance by MaineHousing, and shall not use for any unauthorized purpose, any and all information, documents and data received or obtained from or on behalf of MaineHousing. Applicant may use such information, documents and data only to the extent required for the purposes described in this Notice. Applicant shall adhere to all security, confidentiality and nondisclosure policies and procedures required by MaineHousing for the protection of such information and data from unauthorized use and disclosure and from loss.

Maine Freedom of Access Act. Information submitted by an Applicant in any proposal becomes public information, and is subject to disclosure in accordance with the requirements of law, including without limitation the Maine Freedom of Access Act, 1 M.R.S. Section 401 et seq. ("FOAA"), except as provided therein. Applicant acknowledges that MaineHousing is required to comply with FOAA.

Protest Procedures. Protests of any award made pursuant to this Notice must be submitted in writing to MaineHousing at the address given on the cover page of this Notice, to the attention of: Director. To be considered, protests must be received by MaineHousing within fifteen (15) calendar days from the date of notification of the contract award and provide specific reasons and any supporting documentation for the protest.

Women and Minority Owned Businesses. Women and minority owned businesses are encouraged to apply. To subcontract any of the work, Applicant must follow the steps outlined in 2 CFR 200.321.

APPENDIX A**APPLICANT INFORMATION SHEET***for***MaineHousing Notice of Funding Availability for Winter Overnight Warming
Shelters 2025-2026**

Please provide the following information, completed and signed, and place this form at the **front** of the application:

General Information	
Applicant Name:	City of Portland
Federal Tax ID:	016000032
Street Address:	39 Forest Ave.
City, State, Zip:	Portland, Maine 04101
Telephone#:	207-482-5131
Homeless Service Hub Where Shelter will be Located (See Appendix C.)	HUB 2
List of Partnering Organizations and Role in Shelter Program	City of Portland
Contact Person for Questions	
Name:	Aaron Geyer
Title:	Social Services Director
E-mail Address:	aeg@portlandmaine.gov

Telephone#:	207-482-5131
Description of Capacity	
Summarized Narrative of Applicant's ability to provide the services required under this Notice	The City of Portland Social Services Division has a long standing history of providing shelter and services to Portland's homeless population. The City of Portland operates the largest adult and family shelters in Maine. The mission of the city government is to "provide services that exceed the expectations of our citizens". The Social Services Division mission is to "provide quality programs to low-income Portland residents that encourage dignity, self-respect and self-reliance in the transition from public assistance to self-sufficiency". The City Shelter Housing Counselors currently provide comprehensive assessments of each individual's needs and appropriate plans of care to meet those needs. Staff coordinate services with community partners and provide for follow up services. We will leverage our economy of scale to meet the Noticee service requirements
List of planned resources to be assigned to meet the obligations of this Notice	To access the winter warming shelter, a shuttle will run starting at 7:30 PM and ending at 11:00 PM and then again starting at 4:00 AM and ending at 7:00 AM to transport people to and from the shelter. We look to partner with Commonsplace to offer breakfast at the morning close of the shelter. We plan to partner with organizations including Commonsplace, Preble Street, and Milestone, to make referrals to the HOPE program when appropriate, anticipating some clients that are camping may utilize the warming shelter.
TOTAL BUDGET REQUEST	\$400,303

APPENDIX B**APPLICANT CERTIFICATION FORM***for***MaineHousing Notice of Funding Availability for Winter Overnight Warming Shelters 2025-2026**

Applicant Name	City of Portland
Applicant Address	389 Congress Street, Portland, ME 04101

The undersigned Applicant represents and certifies as follows:

1. The prices in this Application have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other Applicant or potential Applicant.
2. No attempt has been made at any time to induce any firm or person to submit any intentionally high or noncompetitive Application or to otherwise submit or refrain from submitting an Application for the purpose of restricting competition.
3. Applicant has not given, and will not give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any employee or representative of MaineHousing in connection with this Notice.
4. Applicant acknowledges that MaineHousing will determine whether a conflict of interest exists and that MaineHousing reserves the right to disqualify any Applicant on the grounds of actual or apparent conflict of interest.
5. Applicant has not employed or retained any person or entity to solicit or obtain any contract resulting from this Notice and has not paid or agreed to pay to any person or entity any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of any such contract.
6. Applicant understands and acknowledges that the representations in its Application are material and important and will be relied on by MaineHousing in evaluating the Application. Applicant certifies that, to the best of its knowledge, all of the information contained in its Application is true, correct and complete and acknowledges that any intentional misrepresentation by Applicant will disqualify Applicant from further consideration in connection with this Notice.
7. The undersigned individual is legally authorized to sign this Applicant Certification Form for and on behalf of Applicant and to bind Applicant to the statements made herein.

Name, Title and Signature of Individual with Authority to Bind Applicant	
Name	Danielle West
Title	City Manager
Signature	 DocuSigned by: Danielle West A4540812E752416...
Date	9/12/2025

Signed by:

Michael Goldman

5BDA6A4DE55B4E1...

Corporation Counsel

Page 8 of 15

Page 345

DocuSigned by:

Brendan O'Connell

C62FB6EC92754E7...

Finance Director

Approved as to form:

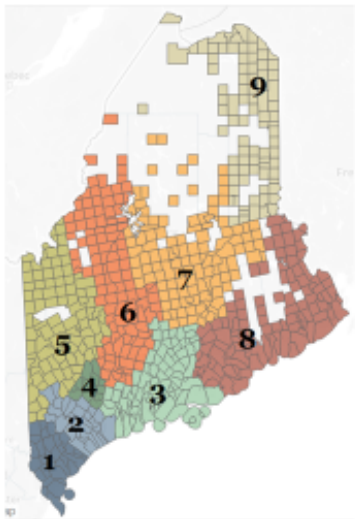
Approved as to funds:

APPENDIX C
INFORMATION ON HOMELESS SERVICE HUBS
for
**MaineHousing Notice of Funding Availability for Winter Overnight Warming
Shelters 2025-2026**

REGIONAL HOMELESS SYSTEM DESIGN AND IMPLEMENTATION

The nine Homeless Service Hubs operate from a framework from which coordination of activities such as provider training, coordination, referrals and distribution of housing resources can be efficiently deployed. This new structure allows homeless service providers to effectively implement the new Coordinated Entry System, standardize training, engage other mainstream systems such as justice and healthcare and remove access barriers for individuals seeking support. Coordinated Entry is a consistent, streamlined process for accessing the resources available in the homeless crisis response system. Through Coordinated Entry, a Continuum of Care (CoC) ensures that the highest need, most vulnerable households in the community are prioritized for services and that the housing and supportive services in the system are used as efficiently and effectively as possible. Each Homeless Service Hub determines its own governance structure and process for system engagement, but with commitment to similar driving principles of person-centered care.

**Maine Homeless Response System
Service Hub Structure**



- Hub1: York
- Hub 2: Cumberland
- Hub 3: Midcoast: Sagadahoc, Knox, Lincoln, Waldo and Towns of Brunswick and Harpswell
- Hub 4: Androscoggin
- Hub 5: Western: Oxford, Franklin and Towns of Livermore and Livermore Falls
- Hub 6: Central: Somerset and Kennebec
- Hub 7: Penquis: Penobscot and Piscataquis
- Hub 8: Downeast: Washington and Hancock
- Hub 9: Aroostook

Hub	Hub Coordinator Name	Hub Coordinator Organization	Email	Phone
1	Abigail Woods	York County Community Action Corporation	abigail.woods@yccac.org	207-502-9415
2	Nakesha Warren	United Way of Southern Maine	nwarren@uwsme.org	207-347-2345
3	Jeffrey Cosgrove-Cook	United Way of Southern Maine	jeffcc@uwmcm.org	207-443-9752
4	Julia Kimball	Lewiston Housing Authority	jkimball@lewistonhousing.org	207-240-8265
5	Emily Meade	Western Maine Community Action	emeade@wmca.org	207-860-4469
6	Nicole Frydrych	Volunteers of America Northern New England	nicole.frydrych@voanne.org	207-751-8288
7	Jen Weatherbee	Community Health and Counseling Services	jlweatherbee@chcs-me.org	207-922-4600 ext. 6403
8	Jace Farris	Community Health and Counseling Services	jfarris@chcs-me.org	207-922-4600 ext. 6101
9	Shelby Wilson	Presque Isle Housing Authority	swilson@pihousing.org	207-768-8231

APPENDIX D**KEY PROPOSAL DATES***for***MaineHousing Notice of Funding Availability for Winter Overnight Warming Shelters 2025-2026**

All dates are subject to change at MaineHousing's discretion. All proposal documents, correspondence, and/or questions must be emailed to: warmingshelterrfp@mainehousing.org

Notice Issuance:	
Date Issued:	<u>August 1, 2025</u>
Questions & Answers:	
Questions:	Questions will be received: Until: <u>August 13, 2025 no later than 5 p.m. EST</u> Questions must be emailed directly to: warmingshelterrfp@mainehousing.org
Answers:	All questions, and their subsequent answers, will be posted on the MaineHousing website for public viewing. Questions will be answered no later than <u>August 15, 2025</u> To locate these postings, go to the MaineHousing website located at: https://www.mainehousing.org/rfp
Pertinent Proposal Dates:	
Deadline for Proposal Submission:	<u>August 29, 2025</u>, no later than 5:00 p.m. EST <i>**Please be sure emailed proposal is in PDF format, as well as all supplemental documentation.</i>
Proposal Evaluation Review and Demonstration Phase:	From: <u>September 2-September 12, 2025</u>
Contract Offering:	<u>Week of September 15, 2025</u>

APPENDIX E

2025 - 2026 Warming Shelter Program Budget	
Shelter: City of Portland	Program Period: 2025 - 2026
Funding Sources	Budget
MaineHousing State Funds	\$ 400,303.00
Other Funds Leveraged	
Total Budget	\$ 400,303.00
Staffing & Benefit Expenses	
Sr HSC (Supervisor)	\$ 29,196.00
HSS (Van drivers)	\$ 46,248.00
Shelter Attendants	\$ 171,450.00
Custodial	\$ 18,739.00
Security Guard & Duty Officer	\$ 43,920.00
Total Staffing & Benefit Expenses	\$ 309,553.00
Operation Expenses	
Other supplies	\$ 3,000.00
Minor Equipment: Metal Detector & Storage Container	\$ 13,000.00
Total Operation Expenses	\$ 16,000.00
Other Expenses	
Client supplies	\$ 74,750.00
Total Other Expenses	\$ 74,750.00
Admin/Indirect Expenses	
Total Admin/Indirect Expenses	\$ 0.00
Total Warming Shelter Expenses	\$ 400,303.00
Total Leveraged Funds	\$ 0.00
Total Requested MaineHousing Funds	\$ 400,303.00

Shelter Director Signature:	Date:
MH Approval:	Date:

Questions or concerns about budget preparation please email HIFinancials@mainehousing.org

APPENDIX F **CONFLICT OF INTEREST DISCLOSURE FORM AND** **CONFLICT OF INTEREST POLICY – MAINEHOUSING** **PARTNERS ***

for **MaineHousing Notice of Funding Availability for Winter Overnight** **Warming Shelters 2025-2026**

To maintain the continued confidence of Maine citizens in carrying out our joint mission to assist Maine people in obtaining and maintaining quality affordable housing, MaineHousing Partners must avoid situations which are, or appear to be, at odds with their responsibilities to MaineHousing. Maine law and federal regulations (when federal funding is involved) govern conflicts of interest.

MaineHousing Partners must ensure that no person who is an employee, agent, or consultant of the Partner – and who performs any functions with respect to any MaineHousing program – may obtain a personal or financial interest or benefit (other than their earnings) from MaineHousing programs, either for themselves or for those with whom they have family, business, or close personal ties. As soon as the Partner becomes aware of a potential conflict of interest:

- The Partner must disclose to MaineHousing all personal and business relationships between Partner’s employees and any contractors, agents, or consultants who work on MaineHousing programs.
- The Partner must disclose to MaineHousing all employees (including temporary employees and volunteers) of the Partner who are applicants for MaineHousing programs administered by the Partner.
- The Partner must disclose to MaineHousing anyone who will be paid for work on MaineHousing programs who is a current or former MaineHousing employee or commissioner – or has family, business, or close personal ties with a current or former MaineHousing employee or commissioner (within the last year.)

Conflict of Interest Definitions

A conflict of interest arises when the personal interest of an employee (or a family member, friend, or business associate of the employee) conflicts or potentially conflicts with the employee’s work duties or responsibilities to MaineHousing. Conflicts of interest can occur when actions may be improperly influenced by a secondary motive, such as:

- financial gain,
- professional advancement, or
- desire to do favors for family and friends.

An appearance of a conflict of interest exists if circumstances are believed to create a risk that decisions may be improperly influenced by other motives. It is important to note that a conflict of interest may exist, regardless of whether any unethical or improper act has taken place.

A direct interest occurs when the employee individually, or through a majority stakeholder position in an entity, owns or is a party to any contract, business agreement, project, or property. Individuals with management, control or other decision-making responsibilities, or voting rights for an entity, are also considered to have a direct interest.

* This policy applies to all individuals and organizations who receive funding from or who have a business or contractual relationship with MaineHousing. Pertinent partners include, but are not limited to: Grantees, Subgrantees, Sub-recipients, Community Action Agencies, Shelters, Developers, Applicants, Contractors, Administrators, and Vendors.

An indirect interest occurs when family members, friends, or business associates of the employee have ownership or contractual rights in any contract, business agreement, project, or property. Shares in an entity by the employee or commissioner through an investment vehicle, a trust or estate arrangement, mutual fund, or other intermediary also

meets the definition of an indirect ownership interest. Additionally, any ownership interest in a related entity (such as a parent company or subcontractor) that plans to do business with MaineHousing is considered an indirect interest.

Family members are defined broadly, and include spouse/partner, mother, father, son, daughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, nephew, niece, uncle, aunt, first cousin, grandparent, grandchild. Family members also include all "half" or "step" relatives (e.g. half-brother or step-daughter).

Conflict of Interest Procedures

Personal or Business Relationships Involving Employees

As soon as a Partner becomes aware of a personal or business relationship involving an employee that could give rise to perceived partiality, an appearance of a conflict of interest, or an actual conflict of interest in connection with MaineHousing programs, the Partner shall disclose the relationship to MaineHousing in writing, with a description of the Partner's plan to manage the potential conflict. Once reviewed and approved by MaineHousing's Director of Audit, the plan must be signed by the employee and representative(s) of the Partner and submitted to MaineHousing. Plans must be reviewed and re-signed once a year.

Employees as Applicants for MaineHousing Programs

If eligible, Partner employees (including temporary staff and volunteers) are encouraged to apply for MaineHousing programs administered by the Partner. However, in advance of a benefit being paid, approval of any program application by a partner employee requires two levels of signature, including the Director or other Senior Executive of the Partner.

Copies of signed applications must be submitted to MaineHousing, and maintained by the Program Department in accordance with required Records Retention periods. The Partner must also retain original signed and approved applications in accordance with required Records Retention periods.

Compliance with the Partner Conflict of Interest Policy and Procedures will be monitored by MaineHousing staff and subject to periodic program audits.

If you are unsure whether a situation constitutes a conflict of interest, please consult with your contact at MaineHousing, or email MaineHousing's Director of Audit, Linda L Grotton, at lgrotton@mainehousing.org.

APPENDIX F
MAINEHOUSING PARTNERS
CONFLICT OF INTEREST DISCLOSURE FORM

I have read and understand the Conflict of Interest Policy – MaineHousing Partners.



YES



NO

Do you (or any of your principals or affiliates, or anyone who will be paid for work in connection with the project, program, contract or services at hand), have business ties, family relationships, or other close personal relationships with a current MaineHousing commissioner or employee or anyone who was a MaineHousing commissioner or employee within the past year?



NO



YES (please describe below, or attach)

DocuSigned by:

Danielle P. West

Signed: _____

A4546612E752416...

Date: 9/12/2025

Printed Name: Danielle West

Title: City Manager

Health & Human Services

Maggie McLoughlin

Director

Aaron Geyer

Social Services Director



Winter Warming 2025-2026 NOFA Narrative

Narrative, including:

a.

Applicant's Experience providing shelter/services to people experiencing homelessness

The City of Portland Social Services Division has a long-standing history of providing shelter and services to Portland's homeless population. The City of Portland has operated the largest single adult and family shelters in Maine for most of the last 3 decades. The mission of the city government is to provide services that exceed the expectations of our citizens. The Social Services Division mission is to provide quality programs to low-income Portland residents that encourage dignity, self-respect and self-reliance in the transition from public assistance to self-sufficiency. The City Shelter(s) Housing Counselors currently provide comprehensive assessments of each individual's needs and develop customized plans of care to meet those needs. Staff coordinate services with community partners and provide for follow up services.

b.

Proposed Site Address and Description (including evidence of site control)

The proposed site location would be at 166 Riverside Industrial Parkway in Portland at the current site of our adult Asylum-seeking shelter. We plan to utilize the cafeteria space as a single adult shelter ensuring effective site lines and access to amenities. This will allow us to maintain services to current shelter guests while expanding services on threshold nights to the warming population. Fire, Code Enforcement and DC Management have approved the use of the space. Capacity will be around 60 based on square footage and operational needs.

c.

Number of Individuals to be Served:

We will serve up to 60 Portland residents.

d.

Staffing Plan

The City will utilize staff from the Homeless Services Center for winter warming shelter operations and management. These staff are experienced in the management of higher acuity needs, including sheltering individuals with mental health and/or substance use disorders. Staff

will be activated on threshold nights, currently set at the same levels for temperature and daily snowfall as the 2024-25 winter season. Staff will include a supervisor, shuttle drivers, shelter attendants, security staff, and a custodial staff.

e.

Services to be provided, including information on partner organizations who will be collaborating on the project to provide housing navigation and other services

Operating hours will be from 7:30 pm to 6:00am. To access the winter warming shelter, existing shuttle services for the shelter will be expanded to reach the winter warming population, running two additional shifts from 7:30pm-11:00pm and 4:00am-7:00am. Snacks will be available in the evening and breakfast will be offered on-site through a partnership with a local food provider such as commonspace. We will offer coordinated entry where relevant and will partner with Commonsplace, Preble Street, and Milestone, to make referrals to the HOPE program when appropriate.

f.

Admissions Policies and Rules (i.e., in what circumstances you would deny a bed to an individual).

In terms of a bed denial, we would use the same criteria and justification we currently use for ESHAP:

Criteria #1

Already Housed

Justification #1

Inappropriate use of emergency shelter.

Criteria #2

Unable to care for themselves/ambulate on their own without assistance.

Justification #2

Unable to provide a higher level of care such as that of a CNA or PCA with regards to toileting or selfcare like bathing and/or feeding. Specifically because we are faced with a high frequency of attempted hospital discharges.

Criteria #3

When building capacity is reached

Justification #3

We can't violate code and increase capacity above the approved limits of the space.

Criteria #4

If an individual isn't a Portland resident

39 Forest Ave, Portland, Maine 04101 | c: 207.874.8775 | mmcloughlin@portlandmaine.gov

Justification #4

We would refer back to the municipality they were residing in immediately prior.

We would also follow the same rules and regulations we currently utilize for our ESHAP grant at the HSC

g.

Total Funding Request, along with operating budget that includes any funding leveraged through other sources. Use the Budget Worksheet included as Appendix E.

\$ 400,303.

h.

Description of how the Applicant's financial management system meets the following requirement: An Applicant's financial management systems must be sufficient to permit the tracking of these grant funds and any expenditures allowable under the award, and the expenditures must be supported by backup documentation showing the amounts expensed and proof of payment.

The City of Portland has demonstrated a track record of nearly 40 years of administering grant funds. Budgetary controls are maintained on government funds through formal authorizations by the City Council and through grant agreements. The overall administration and financial management of these grants falls upon the Social Services Administrator, Senior Accountant, and fiscal staff. The City charter requires an annual audit by independent certified public accountants and has successfully passed the most recent audit. The City's Social Services Division has a demonstrated track record of administering both Maine Housing grants and HUD homeless grants. The City of Portland has a long history of providing housing and support services to Portland's homeless population. The Social Services Division provides services to a wide variety of marginalized populations in the community in an effort to provide a much needed safety net for those in need.

2.

Letter of support from Municipality in: Portland, Maine

Attached.

Mayor and Council Offices

Mark Dion

Mayor

September 11, 2025



Maine State Housing Authority
26 Edison Drive
Augusta, ME 04330

Re: Letter of Support for City of Portland Adult Winter Warming Shelter

Dear Maine State Housing Authority,

I am writing to express my support for the City of Portland's application for funding to operate a single adult winter warming shelter, in accordance with all relevant City rules and regulations. This initiative represents a vital component of our community's efforts to support vulnerable unsheltered single adults, particularly during the harsh winter months when the need is most acute.

The City welcomes the opportunity to provide warming shelter services to an additional cohort of individuals, and MSHA's support will be instrumental to ensuring the City can expand crucial services for our community during the 2025-2026 winter season.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mark Dion", enclosed within a blue circular digital stamp or seal.

Mark Dion

Mayor

City of Portland, Maine

Maine State Housing Authority
26 Edison Drive
Augusta, ME 04330

Re: Letter of Support for City of Portland winter overnight warming shelter application

September 11, 2025

Dear Maine State Housing Authority,

As the registered agent of DC Blueberry LLC, which owns 166 Riverside Industrial Parkway, I am writing to express my support for the City of Portland's application for funding to operate a winter warming family shelter at this site.

The City of Portland is currently a service provider at this property, which serves as an emergency shelter for individuals seeking asylum. In the absence of other winter overnight warming shelters planned for the coming season in Portland, my understanding is that the City seeks to expand its use of this site to provide respite to unsheltered individuals in the event of inclement weather.

I have a long history of partnering with the City of Portland to help serve unsheltered individuals, and recognize the importance of providing essential services and shelter for Portland's most vulnerable residents, particularly during the harsh winter months. I believe the City of Portland's proposal will provide a vital resource this winter, and may save lives.

Sincerely,

DocuSigned by:

A blue ink handwritten signature that reads "Kevin Bunker".

E63A4EF02A1B404...

Kevin Bunker

Manager, DC Blueberry LLC

Org	10044307
-----	----------

g. Operating Budget

Rollup	Object	Description	Projection	Comment
Revenue	335030	GA State Reimbursements		
	398000	MSHA Incentives & (ARPA-PD)		
	398400	Grant Reimbursements		
Revenue Total			-	
Payroll	400110	Salaries	309,553	See salary breakdown
	400130	Temp		
	400140	Overtime		
Payroll Total			309,553	
Benefits	400260	Workers Compensation	-	
	400271	Wearing apparel	-	
	400274	Cell Phones		
Benefits Total			-	
Administrative services	402000	Admin. Services	-	
	402010	Postage	-	
	402020	Travel, trng,mtgs	-	
Administrative services Total			-	
Contractual services	403500	Contractual	-	
	403530	Auto exp. Reimb	-	
	403545	Interpretation	-	
Contractual services Total			-	
Maintenance and Repairs	404010	Maint/Cleaning	-	
	404020	Other equipt	-	
Maintenance and Repairs Total			-	
Rentals	404510	Rent	-	
	404530	Equip rent	-	
Rentals Total			-	
Supplies	405520	Other supplies	3,000	
	405560	Minor Equipment	13,000	Metal Detector & Storage Container
	405565	Computers/technology	-	
	405570	Office supplies	-	
	405549	Food	-	
	405540	Fuel - Veh	-	
Supplies Total			16,000	
Utilities	406310	Gas	-	
	406320	Electricity	-	
	406330	Water	-	
	406340	Telephone (63-41)	-	
	406350	Internet Data	-	
Utilities Total			-	
Client Expenses	403034	Client supplies	74,750	\$23/person * 65 people * 50 days
	403076	Client Transp.	-	
Client Expenses Total			74,750	
			-	
Total Expenses			400,303	

Salary breakdown			
	Avg Hourly rate	FTE's	50 days
Sr HSC (Supervisor)	48.66	1	29,196
HSS (Van drivers)	38.54	2	46,248
SA	35.72	8	171,450
Security Guard	35.70	1	21,420
Custodial	31.23	1	18,739
Duty Officer	37.50	1	22,500
		14	309,553

**MAINE STATE HOUSING AUTHORITY
2025-2026 WINTER OVERNIGHT WARMING SHELTER
GRANT AGREEMENT**

This 2025-2026 Winter Overnight Warming Shelter Grant Agreement (the “Agreement”) is entered into on this 15th day of October, 2025 (“Effective Date”) by and between Maine State Housing Authority, a public body corporate and politic and instrumentality of the State of Maine with a principal place of business and mailing address of 26 Edison Drive, Augusta, Maine 04330 (“MaineHousing”) and City of Portland, with a place of business and mailing address of 389 Congress Street, Portland, ME 04101 (“Grantee”).

RECITALS

1. MaineHousing is making State funds available to address the continuing crisis of unsheltered homelessness during the winter months of 2025-26.
2. MaineHousing published a Notice of Funding Availability inviting applications for funding of overnight warming shelters to become operational by November 15, 2025 and operate until April 30, 2026.
3. MaineHousing is making up to \$400,303.00 available to Grantee (the “Grant”) to support the operation of the winter warming shelter located at 166 Riverside Industrial Parkway, Portland, Maine.

1. GRANT TERM.

The Grant begins on the Effective Date stated above and ends on June 15, 2026. MaineHousing will have the sole right and option to extend the Grant for one (1) additional short term given any unforeseen circumstances that require additional services.

2. BUDGET.

The Grantee’s budget detailing its anticipated use of the Grant is attached hereto as **Exhibit A** and made a part hereof (the “Budget”). The Grantee must obtain MaineHousing’s prior written consent to change or deviate from the approved Budget. Operations costs are eligible between the operation dates of November 15, 2025, and April 30, 2026, and only approved pre and post operation costs in Grantee’s Budget may be charged outside of the operating dates, however, no costs may be charged earlier than October 1, 2025 or later than May 30, 2026.

3. PAYMENT OF GRANT.

Subject to the terms and conditions of this Agreement, MaineHousing shall pay the full amount of the Grant to the Grantee within ten (10) business days from the date of execution of this Agreement.

4. COMPLIANCE AND ENFORCEMENT.

The Grant is subject to the Grantee’s compliance with this Agreement and with all applicable federal, state and local laws and ordinances as may be amended from time to time including, without limitation, the Maine Housing Authorities Act, 30-A M.R.S., §4701, et. seq., as amended (the “Act”).

5. REPORTING.

Grantee must collect data points on guests utilizing the Guest Tracking Form, attached hereto as **Exhibit B**, and share that information with MaineHousing for a By-Name List or enter client data, including Universal Data Elements, into the Homeless Management Information System. If grantee is not entering warming shelter data into HMIS, the Guest Tracking Form must be submitted through Sharefile at the end of each month. Grantee must use the Release of Information Form, attached to this Agreement, to obtain permission from guests for the release of information.

Data points to be collected are:

- Name
- Number of people in household
- Household type
- DOB
- Sex
- Race
- Chronic
- Veteran
- Date of initial service/encounter
- Active/Not (still there at end of reporting cycle)

Grantee must submit the Warming Shelter Expense Reporting Form, attached hereto as **Exhibit C**, within 30 days of the end of each month, with a final report due on June 30, 2026. All reports must be accompanied by all invoices and proof of payment for monies spent.

6. RECAPTURE/TERMINATION/DEFAULT

MaineHousing may recapture the Grant and/or terminate this Agreement upon any of the following:

- a. Grantee's default under the terms of this Agreement.
- b. MaineHousing determines that activities are not being carried out in accordance with this Agreement.
- c. Change in the use of the Grant funds without the prior written consent of MaineHousing.
- d. Grantee has unused funds that are not needed.
- e. Any voluntary or involuntary assignment, pledge or transfer of this Agreement, the Grant, and any documents executed in connection with the Grant without prior written consent of MaineHousing;
- f. Any voluntary or involuntary termination of existence, dissolution, liquidation, sale or other disposition of all or substantially all of the assets, marshalling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit or credits, reorganization, arrangement, composition, readjustment, liquidation, insolvency or other relief of the same, or different kind or business failure of the Grantee.

MaineHousing may terminate this Agreement at any time for any reason whatsoever by giving

written notice to Grantee of such termination and specifying the effective date thereof. MaineHousing may terminate Grantee for cause if Grantee fails to complete its obligations or if Grantee fails to adhere to any other term contained herein. All monies not legally or contractually obligated shall be returned to MaineHousing on or before the effective date of termination and all records shall be immediately returned to MaineHousing.

Upon MaineHousing's request and no later than the termination of this Agreement, Grantee must transfer to MaineHousing any unused funds provided pursuant to this Agreement.

7. MAINTENANCE, INSPECTION, AND AUDITING OF RECORDS.

The Grantee shall properly maintain all books, documents, payrolls, papers, information, records, accounting records, client files, and other material pertaining to this Agreement and shall make such materials available at its offices for purposes of audit, inspection, duplication, and examination so as to allow MaineHousing to monitor and audit as requested by MaineHousing. MaineHousing shall have access to confidential information to the extent necessary to conduct such reviews. The Grantee further agrees to permit MaineHousing to inspect the Grantee's shelter facilities at reasonable times and under reasonable conditions.

8. CONFIDENTIAL INFORMATION.

Any information acquired by the Grantee, its employees, agents, or contractors in the performance of this Agreement shall be kept confidential in accordance with applicable law.

9. PROTECTION OF PERSONALLY IDENTIFIABLE INFORMATION.

Grantee shall safeguard and protect from disclosure at all times, and shall cause its employees, officers, agents, contractors, subcontractors, subsidiaries or affiliates of Grantee and other representatives to safeguard and protect from disclosure at all times, all personally identifiable information ("PII") about individual applicants and beneficiaries of MaineHousing programs and their households that could be used to determine or trace the identity of such individuals, including but not limited to the information described in the *Confidential Information* clause. Grantee shall take steps, including but not limited to the following, to safeguard and protect PII from disclosure:

1. Put measures in place to prevent the loss, theft, misappropriation or inadvertent disclosure of PII, such as restricting access to electronic files containing PII by implementing passwords or least privilege folder permissions, locking the screen or logging off computers or other electronic devices that have access to PII when unattended, removing documents that contain PII from printers or fax machines, not leaving paperwork containing PII on desks or other work areas unattended, placing paperwork containing PII in locked storage at the end of the business day, and shredding documents containing PII that are no longer needed (unless required to be retained pursuant to this Agreement).
2. Encrypt all PII contained on mobile devices such as laptops, phones, and tablets, and other portable storage devices and media used, in whole or in part, whether such PII is contained in spreadsheets, e-mails, attachments, or otherwise.
3. Send e-mail or e-mail attachments containing PII only if encrypted or only through a secure e-mail server.
4. When disposing of electronic devices that contain PII, ensure that any data residing on the equipment is irrevocably destroyed by removing and destroying or sanitizing the hard drives,

regardless of whether disposal is performed by a third party and whether equipment or devices are resold, refurbished, placed in a surplus disposal program, or “thrown away.”

5. Make employees, officers, agents, contractors, subcontractors and other representatives of Grantee who perform services under this Agreement aware that the responsibility to safeguard and protect PII applies at all times, whether or not they are at a work location during normal business hours.
6. Limit disclosure of PII only to those persons who have a direct need to know the PII in order to perform services under this Agreement and advise them to take steps to safeguard and protect PII from inadvertent disclosure and not to disclose any PII to other persons.
7. Grantee shall comply with all applicable state and federal laws, rules, and regulations in regards to protecting PII and shall cooperate with MaineHousing or state and federal entities in the investigation of any breach and any required reporting and notification of individuals regarding such incident. Grantee shall notify MaineHousing of any suspected data breach involving MaineHousing contracted systems or services within 48 hours. To the extent that a breach of PII is caused by Grantee, Grantee agrees to pay the cost of notification, as well as any financial costs and/or penalties incurred by MaineHousing as a result of such breach.

10. AGREEMENT ADMINISTRATOR.

The Grantee shall direct all submissions to MaineHousing pursuant to this Agreement to:

Kelly Watson
Director of Homeless Initiatives
Maine State Housing Authority
26 Edison Drive
Augusta, ME 04330
(207) 626-4677
kwatson@mainehousing.org

who is designated as Agreement Administrator for this Agreement on behalf of MaineHousing.

11. ASSIGNMENT.

The Grantee may not assign any interest in this Agreement without the prior written consent of MaineHousing

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed this Agreement, effective as of the date first set forth above.

MAINE STATE HOUSING AUTHORITY

Date:_____

Kelly Watson
Director of Homeless Initiatives

CITY OF PORTLAND

Date:_____

By: Danielle West
Its: City Manager

Exhibit A



2025 - 2026 Warming Shelter Program Budget

Shelter: City of Portland	Program Period: 2025 - 2026
Funding Sources	Budget
MaineHousing State Funds	\$ 400,303.00
Other Funds Leveraged	
Total Budget	\$ 400,303.00
Staffing & Benefit Expenses	
Sr HSC (Supervisor)	\$ 29,196.00
HSS (Van drivers)	\$ 46,248.00
Shelter Attendants	\$ 171,450.00
Custodial	\$ 18,739.00
Security Guard & Duty Officer	\$ 43,920.00
Total Staffing & Benefit Expenses	\$ 309,553.00
Operation Expenses	
Other supplies	\$ 3,000.00
Minor Equipment: Metal Detector & Storage Container	\$ 13,000.00
Total Operation Expenses	\$ 16,000.00
Other Expenses	
Client supplies	\$ 74,750.00
Total Other Expenses	\$ 74,750.00
Admin/Indirect Expenses	
Total Admin/Indirect Expenses	\$ 0.00
Total Warming Shelter Expenses	\$ 400,303.00
Total Leveraged Funds	\$ 0.00
Total Requested MaineHousing Funds	\$ 400,303.00

Shelter Director Signature:	Date:
MH Approval:	Date:

Questions or concerns about budget preparation please email HIFinancials@mainehousing.org

Exhibit B

[illegible]

[illegible]

Section	Field	Definitions
Identifying Information	Name/Nickname	Self-reported first, last, or nickname
	Number of People in Household	Number of persons in household being served
	Household Type	Self-reported by client regarding their preferred housing make-up
Demographics	DOB	Self-reported DOB or DOB confirmed from documentation, if client doesn't provide exact date, use 1/1 of the year they were born
	Age	Client's age
	Sex	The client's self-reported sex. Options reflect HUD Standard Data Elements.
	Race	The client's self-reported race. Options reflect HUD Standard Data Elements.
Special Populations	CH	Denoting if the participant is designated as Chronically Homeless, per HUD Standards .
	VET	Self-reported veteran status or from documentation
Reporting Statuses	Data of Initial Service/Encounter	The date the participant started receiving services from this location
	Active Status	Active - Clients that are still being served by this location as of the last date of the reporting period Inactive - A client that has not moved into housing and is no longer actively engaged in services. Housed - This status should be used when a client has physically moved into a permanent housing situation. No Longer Meets Population Criteria – Clients that are no longer homeless but are not permanently housed
	Date of Last Service/Encounter	The date the participant last received services from this location (if no longer active)

The definition of chronically homeless is:

A homeless individual with a disability as defined in section 401(9) of the McKinney-Vento Assistance Act (42 U.S.C. 11360(9)), who:

Lives in a place not meant for human habitation, a safe haven, or in an emergency shelter, and

Has been homeless and living as described for at least 12 months* or on at least 4 separate occasions in the last 3 years, as long as the combined occasions equal at least 12 months and each break in homelessness separating the occasions included at least 7 consecutive nights of not living as described.

An individual who has been residing in an institutional care facility for less, including jail, substance abuse or mental health treatment facility, hospital, or other similar facility, for fewer than 90 days and met all of the criteria of this definition before entering that facility**; or

A family with an adult head of household (or, if there is no adult in the family, a minor head of household) who meets all of the criteria of this definition, including a family whose composition has fluctuated while the head of household has been homeless.

*A "break" in homeless is considered to be 7 or more nights.

**An individual residing in an institutional care facility does not constitute a break in homelessness.

MaineHousing HI Financials
Expense Report Cover Form

1. The reporting date range is: _____ to _____
2. The total amount of expenses being reported is: _____
3. The complete corresponding expense form with detailed information on requested items and costs is included.
4. Homeless Provider has attached all backup documentation to support expenses (this includes payroll journals for salaries and invoices and proof of payments for all other items).
5. Homeless Provider agrees to provide MaineHousing with any additional documentation requested in order to verify the expenses being reported
6. Grantee must adhere to requirements of the grant/program as outlined in the grant agreement for this submission

 (date)

 (Homeless Provider/Agency)
 By (signature): _____
 Its (title): _____
 Printed Name: _____
 Contact Phone: _____
 Contact Email: _____

Below is for MH use only please:

 (date)

MaineHousing Approval

 By: Melissa Lizotte
 Its: Homeless Partner Support Manager



2025/2026 Warming Shelter Expense Reporting Form-HI Financials

Provider Name:
Dates Covered:
Contact Email:
Date Submitted:
Phone Number:

Reports and backup must be uploaded to Sharefile NO LATER THAN 30 days after the close of each month.

Expenses:

Expenses associated with staffing:		
Staffing Expense Description		Amount
		\$ -

Expenses associated with operations:		
Operations Expense Description		Amount
		\$ -

Other Expenses:		
Other Expenses		Amount
		\$ -

TOTAL		\$ -
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MAINE Continuum of Care COORDINATED ENTRY SYSTEM & Service Hub
Case Conferencing Release of Information

Agency Name: _____

This Agency is part of a group called the Maine Continuum of Care (MCoC) Coordinated Entry System (MCES), including Service Hubs and/or a sub-population service system, which is a group of agencies working together to provide housing resources to people experiencing homelessness. A list of all member agencies in the MCoC, Service Hubs, and sub-population service systems is available online at <https://mainehmis.org/documents>.

Purpose: The purpose of this form is to obtain consent to share your information at case conferencing meetings and to place your name on a By Name List (BNL). By doing this, member agencies will work to refer you to housing available through the Coordinated Entry System.

This form allows you to choose how information will be shared during case conferencing. Case conferencing is defined as meetings of system members to best match individuals experiencing homelessness to available resources. Case conferencing meetings will also use a By Name List, which is a comprehensive list of individuals who have been identified as experiencing homelessness in our community.

By signing this release, you allow MCES, Service Hubs and sub-population service system member agencies to share information about you and your household. This helps agencies focus on your housing needs and work toward your household's identified goals.

You may decline to allow any of your information to be shared with other agencies. If you choose not to share your information, you and your household may have fewer housing opportunities through MCES. You or your household will never be denied services if you decline to share information.

Case conferencing meetings will focus on how providers can best meet your needs and end your homelessness as quickly as possible, including providing outreach services to you and connecting you to housing resources. Types of information that might be shared on the By Name List during case conferencing meetings include:

- Personal identifying information for you and your household (examples: name, date of birth, gender, etc.)
- Past or current participation in other housing and supportive service programs
- Contact information
- Information about your military service and VA eligibility
- Housing history and housing status
- Household income, financial assistance and source(s)
- General disability information relevant to housing

I, _____ (Printed Name of Participant) agree to share information with the Maine Service Hub _____ and MCES and its participating member agencies as detailed below.

Please initial your preferred level of disclosure and participation in Service Hub Case Conferencing:

_____ **Share my information:** I authorize _____ (Name of Agency) to share the above listed information about me and my household members during case conferencing to determine eligibility for housing openings and connect me to other services, as applicable.

_____ **Share my information using a case number:** I authorize the agency listed above to share the following information about me and my household members during case conferencing: age bracket, veteran status, disability status, household size, length of time homeless and housing history. Instead of sharing my name during case conferencing, I understand that a case number will be utilized to identify me and my household members. *

_____ **Do not share my information:** I do not wish to have any of the above listed information discussed at case conferencing. I understand that not authorizing the sharing of this information may limit participating agencies' ability to locate me and notify me of available openings.

***PLEASE NOTE: PERSONS UTILIZING DOMESTIC VIOLENCE RESOURCE CENTERS AND ARE FLEEING DOMESTIC VIOLENCE, SEXUAL ASSAULT AND/OR HUMAN TRAFFICKING WILL AUTOMATICALLY BE REFERRED BY CASE NUMBER, ASSIGNED BY THE VICTIM SERVICES AGENCY.**

By signing below, you acknowledge that you have read, or have had read to you, all the information above and have chosen to sign this form voluntarily. Your signature also indicates you understand that:

- Participation in the MCES **does not** guarantee you housing assistance
- Additional information and documentation may be required by an agency that is offering housing or supportive services before entering the housing or supportive services program
- This consent is valid for one (1) year from the effective date of your signature below
- You can cancel your consent any time by written request
- You have a right to request a copy of this consent form after you have signed it

Participant Printed Name: _____

Participant Signature: _____ Date: _____

Participant Representative Printed Name: _____

Representative Relationship to Participant **: _____

Representative Signature: _____ Date: _____

Agency Witness Printed Name: _____

Agency Witness Signature: _____ Date: _____

For Agency Use only (please initial)

_____ The participant above received a telephonic explanation of this form. On behalf of the participant, staff at this Agency served as the representative.

_____ The Consent was read in its entirety.

****Examples of authorized representative are: guardian, power of attorney and others as defined by law.**

Public Comment for 10/6 Meeting

Tyra Mazzer tyrakmazzer@gmail.com via portlandmaine.gov
Wed, Oct 1, 1:30 PM (5 days ago)
to publiccomment, Kate, citymanager

Tyra Mazzer

79 Aldworth Street, Portland

10/1/25

To who it may concern,

I am writing to strongly oppose the plan to establish a winter emergency warming shelter at 166 Riverside Industrial Parkway. This neighborhood has already borne a disproportionate share of the city's homelessness and asylum sheltering burden, and the process by which this decision has been advanced further erodes community trust.

A Pattern of Broken Promises and Bureaucratic Overreach

The City's handling of shelters in Riverton has repeatedly demonstrated a lack of transparency, fairness, and respect for neighborhood voices. Several examples illustrate why residents feel profoundly mistrustful of this process:

Ballot Question Manipulation: When voters were asked to weigh in on the size and type of homeless shelters, the "smaller shelters" initiative was split into two separate options instead of two. This fractured the votes of residents who supported smaller, more community-based shelters, and ensured passage of the large Homeless Services Center. Nobody knew in advance that the question would be divided this way, and the result undermined the democratic process and the will of the voters. Residents were promised that the Homeless Services Center would be a "good neighbor" with limited impact on its surroundings. In reality, the opposite has occurred. The cumulative impact has been measurable, harmful, and ignored by decision-makers.

Immigrant Services Shelter Bait-and-Switch: The immigrant services shelter was introduced to the Riverside neighborhood after the decision had already been made — with no input from the community about potential impacts. Residents were told this facility would be fully funded by a third party, carrying no burden on taxpayers, and that it would be used exclusively as an emergency shelter for immigrants. That promise has since evaporated. Not only has taxpayer responsibility been shifted to local residents, but the purpose of the facility itself has now been changed at the will of the City — it is now being proposed as the site of the winter warming shelter. This is a clear example of the consistent "bait and switch" mindset being leveraged in this neighborhood, and it is unacceptable.

Warming Shelter Pushed Forward Without Input: Now, once again, a major shelter initiative — the proposed warming shelter — is being advanced without meaningful consultation or neighborhood participation. Beyond the unfair process, the plan itself is deeply flawed. Dropping an incredibly vulnerable population, many of whom struggle with trauma, addiction, and mental health challenges, into a residential neighborhood that is removed from downtown services, jobs, food sources, and transit is not a recipe for success. It isolates those in need from critical supports while simultaneously creating avoidable strain and safety risks for the host

neighborhood. In short, this location sets both the population served and the neighborhood up for failure. This recurring pattern raises a fundamental question: when will this bureaucratic overreach stop?

These repeated maneuvers make it feel as though Riverside has been designated the city's dumping ground for social services — regardless of whether this location is accessible or suitable. The lack of accountability is unacceptable.

Location Accessibility Concerns

Most individuals experiencing homelessness do not own cars or have reliable transportation. Placing a warming shelter miles from downtown — far from food resources, medical care, and social support — creates a dangerous barrier to access. Expecting people in crisis to walk long distances along dark, industrial roads in freezing conditions is both unsafe and inhumane.

A warming shelter must be centrally located where it can actually be reached by those who need it most.

A Call for Fairness and Accountability

I urge you to:

Pause the Current Plan and open a transparent process with full Council and public participation before any further action.

Acknowledge and Address the Disproportionate Burden placed on this neighborhood, and commit to a fairer distribution of sheltering and services across the city and county.

Honor Funding Commitments by ensuring state and federal support — not local taxpayers — cover the financial costs of these facilities.

Mitigate Current Impacts by cleaning up encampments, reopening trails, addressing trash and safety concerns, and fulfilling existing commitments before adding new burdens.

Residents of this community are compassionate and understand the urgency of protecting vulnerable people during winter. However, compassion does not mean accepting a cycle of broken promises, manipulation, and unfair concentration of services in one neighborhood. The question is no longer whether Riverside can “absorb one more shelter” — it is when will this stop?

I respectfully ask that you oppose or reconsider the plan for 166 Riverside and instead pursue a balanced, accountable, and transparent solution that does not place the burden disproportionately on one part of Portland.

Sincerely,

Tyra Mazzer

Warming Shelter for Portland's Homeless

aleborgne@maine.rr.com via portlandmaine.gov
Mon, Sep 22, 8:04 PM
to publiccomment@portlandmaine.gov

I am in total disagreement with the news this evening that the Immigrant Center on Riverside Industrial Parkway has been chosen to share its' space with a warming shelter for the homeless. The needs of the two groups are totally different.

I am suggesting the council give one of the landowners (of the empty stores on Congress Street a break from the fee you are charging them for an empty storefront) and turn one of these into a warming shelter. The people who are homeless and need this shelter are in the City and not hanging out in the North Deering area. The cost of the "buses" to get the homeless to and from the city would be eliminated and could be used to provide the needs of the warming shelter.

I am a resident of North Deering and personally feel the City has done enough to our area by placing the Homeless Shelter on Riverside Street. I can no longer shop at the Hannaford on Riverside as every time I go I have a homeless person begging me for money in the parking lot in addition they sit on both sides of Riverside begging for money. I have noticed they leave their trash in the median, have been known to give the passersby the middle finger and the police are a constant presence at the Homeless Shelter. How much is this costing us?

I live on Lester Drive, two miles from the Homeless Center. I have had homeless sleeping on our lawn. The police had to come to remove them. Our neighbor had one sit in her driveway and would not move until she lent the person her phone. She called the police.

The City should take a lesson from the Federal Government. The Federal Government is making the Medicaid recipients work a set number of hours to earn this service. Can the homeless be asked to work a set number of hours to earn a stay at the Homeless Shelter? The homeless could do such jobs as to work on a city initiative such as cleaning up Monument Square or collecting the garbage they leave at the stop signs in the city, work in the Preble Street Soup Kitchen preparing meals for themselves, weed a city garden, pick up a city sport field in order to earn a night at the shelter. Why do the Portland taxes have to pay for all of this?

My husband and I are fixing up our home to sell in the next two years. We have lived here for 40 years. Why you ask? Because we are tired of paying the high taxes for our property, purple garbage bags, rainwater fees, homeless shelters, immigrant centers and on and on and on. We no longer want to fund all of these programs. We have worked hard our entire lives and do not deserve to live with the taxes in the City of Portland.

Thank you for considering my suggestions.

Adele LeBorgne
186 Lester Drive
Portland, Maine 04103

MEMORANDUM
City Council Agenda Item

FROM:

DATE: September 29, 2025

SUBJECT: Order 62-25/26 Approving Second Amendment to the Service Provider Subcontract Between the City, DC Management LLC, and DC Blueberry LLC - 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 is a companion order to the order above.

If approved, this item would amend a subcontract between the City of Portland, DC Management LLC, and DC Blueberry LLC, to expand the City's operations at 66 Riverside Industrial Parkway to include an overnight winter warming shelter.

To make this item effective immediately, staff is requesting that this item be passed as an emergency. Seven affirmative votes are required for passage as an emergency after public comment.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

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

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. DC Management LLC, DC Blueberry LLC, Maine Immigrants' Rights Coalition_Original Agreement and 1st Amend_04.03.2025
2. Order - Approving a Second Amendment to the Service Provider Subcontract re 166 Riverside

Prepared by:

Date: 09/29/2025

FIRST AMENDMENT TO SERVICE PROVIDER SUBCONTRACT

THIS FIRST AMENDMENT TO SERVICE PROVIDER SUBCONTRACT is made effective as of April 3, 2025 to the SERVICE PROVIDER SUBCONTRACT dated June 27, 2023 by and between DC MANAGEMENT LLC, a Maine limited liability company with a place of business and mailing address of 631 Stevens Ave, Suite 203, Portland, Maine 04103 (“DCM”), DC BLUEBERRY LLC, a Maine limited liability company with a place of business and mailing address of 631 Stevens Ave, Suite 203, Portland, Maine 04103 (“Owner”) the CITY OF PORTLAND, a Maine body corporate and politic with a place of business and mailing address of 389 Congress Street, Portland, Maine 04101 (“City) and MAINE IMMIGRANTS’ RIGHTS COALITION, a Maine nonprofit corporation with a place of business in Portland, Maine and mailing address of 1 Marginal Way, Second Floor, Portland, Maine 04101 (MIRC; collectively with the City, the “Service Providers”)

.

W I T N E S S E T H:

WHEREAS, DCM, Owner, the City, and MIRC are parties to a Service Provider Subcontract dated June 27, 2023 in connection with the operation of an emergency homeless shelter located at 166 Riverside Industrial Parkway (the “Agreement”); and

WHEREAS, under the Agreement, MIRC is obligated to perform certain services, which MIRC is unable to continue to perform due to its inability to secure sufficient funding for those services; and

WHEREAS, the Agreement provides that neither the Owner nor DCM shall have any responsibility to compensate either the City or MIRC for the services they provide under the Agreement; and

WHEREAS, the parties desire to amend the Agreement to remove MIRC as a party to the Agreement and allow the City to assume responsibility for certain of MIRC’s obligations after the effective date of this Amendment.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the Agreement as follows:

1. Unless otherwise defined in this Amendment, capitalized terms used in this Amendment have the same meaning as those terms have in the Agreement.
2. The definition of the term “Service Providers,” which is defined in the Agreement as including the City and MIRC, is hereby amended to include only the City.

3. Section 12 of the Agreement, including all of its subsections, is hereby deleted in its entirety and replace with the following:

“12. For the term of this Agreement, City shall be responsible for performing, or causing its subcontractors to perform, all obligations of the Service Providers under this subcontract. At all times during the term, only the City will be entitled to seek general assistance reimbursement for bed nights at the Project.”

4. As of the date set forth above, MIRC will no longer be a party to this Agreement, and all of MIRC’s rights and/or obligations under the Agreement are hereby terminated and released. Notwithstanding the foregoing, MIRC’s indemnification obligations set forth in section 10 of the Agreement (subject to the limitation in the last sentence of section 9 of the Agreement) shall survive with respect to any claims arising prior to the date of this Amendment.

5. SURVIVING TERMS. The Agreement, as amended hereby, shall remain in full force and effect for the duration of the term of the Agreement as amended hereby and is hereby ratified. In the event of any conflict between the terms of this Amendment and the terms of the Agreement and any exhibits thereto, the terms of this Amendment shall govern and control so long as this Amendment is in effect. The recitals set forth at the beginning of this Amendment are an integral part of the Agreement as amended hereby.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives as of the date first set forth above.

DC MANAGEMENT LLC

DocuSigned by:
By: Kevin Bunker
E63A4EF02A1B404...
Kevin R. Bunker, its Manager

DC BLUEBERRY LLC

DocuSigned by:
By: Kevin Bunker
E63A4EF02A1B404...
Kevin R. Bunker, its Manager

[remainder of page left blank intentionally—signatures continue on next page]

MAINE IMMIGRANTS' RIGHTS
COALITION

DocuSigned by:
Mufalo Chitam
By: 01A996EFC032431...
Mufalo Chitam
Its Executive Director

CITY OF PORTLAND

DocuSigned by:
Danielle West
By: A4546612E752416...
Danielle P. West
Its City Manager

Approved as to form:

Signed by:
Michael Goldman
5BDAA64DE55B4E1
City Corporation Counsel's Office

Approved as to funds:

DocuSigned by:
Brundan O'Connell
C62EB8EC92754E7
City Finance Director

SERVICE PROVIDER SUBCONTRACT

This Subcontract is made as of the 27th day of June, 2023, by and among DC MANAGEMENT LLC, a Maine limited liability company with a place of business and mailing address of 631 Stevens Ave, Suite 203, Portland, Maine 04103 (“DCM”), DC BLUEBERRY LLC, a Maine limited liability company with a place of business and mailing address of 631 Stevens Ave, Suite 203, Portland, Maine 04103 (“Owner”) the CITY OF PORTLAND, a Maine body corporate and politic with a place of business and mailing address of 389 Congress Street, Portland, Maine 04101 (“City) and MAINE IMMIGRANTS’ RIGHTS COALITION, a Maine nonprofit corporation with a place of business in Portland, Maine and mailing address of 1 Marginal Way, Second Floor, Portland, Maine 04101 (MIRC; collectively with the City, the “Service Providers”)

WITNESSETH:

WHEREAS, DCM has an agreement with Owner under which DCM will provide property management services to Owner with respect to Owner’s project located at 166 Riverside Industrial Parkway in Portland, Maine (the “Property”); and

WHEREAS, the Property will serve as an emergency homeless shelter for persons for whom the City is the municipality of responsibility under 22 M.R.S. § 4307, as may be amended, giving priority to asylum seekers residing at the City’s Homeless Service Center (the “Project”); and

WHEREAS, Maine State Housing Authority (“MaineHousing”) has provided funds (the “Grant”) to Center for Regional Prosperity, a Maine nonprofit corporation (“CRP”) which will provide funding to be disbursed to Owner to pay for rehabilitation and operating and other costs with respect to the Project, and MaineHousing and CRP have entered into a Grant Agreement dated as of June 7, 2023 (the “Grant Agreement”) governing expenditures of the Grant and reporting and other requirements, a true and correct copy of which is attached to this Agreement as Exhibit A and is incorporated herein by reference; and

WHEREAS, DCM wishes to engage Service Providers to provide to DCM and Owner services with respect to the operation of the Project as more particularly set forth in this subcontract;

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. For a period of six months from the date of this Agreement, the Project shall operate on an emergency basis, without final land use approvals, as provided in the Portland Portland City Code. During that time, DCB shall work to obtain, at its sole expense, all required permanent permits and approvals for operation of the Project and a certificate of occupancy. If DCB does not obtain such permits and approvals, and the Project is not allowed to continue to

operate on an emergency basis, this Agreement shall terminate and parties shall have no further obligations hereunder, except for those obligations that expressly survive termination of this Agreement.

2. The term of this Agreement shall be 3 years commencing on the date of issuance of at least a temporary certificate of occupancy for the Project that allows for occupancy by persons experiencing homelessness.

3. During the term of this Agreement, Service Providers shall be responsible for providing the services described in the Initial Service Plan (attached hereto as Exhibit B and incorporated herein by reference) and for establishing pre-occupancy procedures for the Project; resident income certification; resident selection and placement; marketing for the Project; interior janitorial services and trash removal, and all other services that Service Providers determine are required to operate the Project in accordance with applicable local, state, and federal laws, rules and regulations. Notwithstanding anything to the contrary in the Grant Agreement, DCB, Owner, and MIRC acknowledge and agree that during the term of this Agreement, the City shall have sole control over resident selection at the Project and that all residents at the Project shall be persons for whom the City is the municipality of responsibility under 22 M.R.S. § 4307, as may be amended. In carrying out its duties under this Section, City, as a Service Provider, will place individuals and/or families who are experiencing, or are at risk of experiencing, homelessness, giving priority to those individuals residing at the Homeless Service Center, whose service needs are more aligned with the services to be provided at the Project than the services being provided at the Homeless Service Center. Additionally, upon approval of the Management Plan, as that term is defined below, the Management Plan will replace the Initial Service Plan as Exhibit B to this Agreement, and Service Providers shall be responsible for performing all services described in the Management Plan. To the extent that there is any conflict between the provisions of this Agreement and the Management Plan, the provisions of the Management Plan will control. During the term of this Agreement, so long as there exists no event of default hereunder, continuing beyond the expiration of any applicable grace period, DCB and Owner will not enter into any contracts with third parties to provide shelter operations services at the Project without Service Providers' prior written consent. DCM and Owner further agree not to conduct any operations or business at the Property except as necessary for DCM to fulfill its obligations under this Agreement.

4. Except as otherwise specified in this Agreement, Service Providers will have no responsibility to maintain or repair any aspect of the Property, unless damage is caused by guests' misconduct. DCM shall, at its sole expense, maintain in good condition and keep in good repair all aspects of the Property, including, without limitation, all structural components; all interior and exterior walls, floors, and ceilings; all doors and windows; all fixtures; all HVAC and other equipment; all utility equipment and infrastructure at the Property; and all snow removal, landscaping, parking areas, and hardscaping at the Property. Service Providers will promptly advise DCM of any known maintenance or repairs that may be needed from time to time at the Property, and any issues that may affect guests' ability to successfully navigate occupancy at the Project. DCM and Owner shall be responsible for paying all real and personal property taxes due on the Property.

5. DCM shall, at its sole expense, install all utilities and pay all monthly or other recurring expenses for all utilities reasonably required for operation of the Project, including, without limitation, electricity, water, hot water, sewer, natural gas, and heating oil (such monthly or recurring utility expenses are referred to herein as “Monthly Utility Expenses”). Service Providers shall make commercially reasonable efforts to seek reimbursement from third parties for Monthly Utility Expenses, but are no obligation to obtain such reimbursements. To the extent that Service Providers receive reimbursement for Monthly Utility Expenses, Service Providers will reimburse DCM for its documented Monthly Utility Expenses. Notwithstanding the foregoing, Service Providers shall be responsible for their own telephone and internet systems and service.

6. Service Providers will be compensated for its services by third parties, and neither Owner nor DCM shall have any responsibility to compensate Service Providers for the services they provide under this Agreement.

7. DCM or its designee has applied for and received approval under the Grant Agreement to expend Grant funds to purchase and install such furniture, fixtures, and equipment needed for necessary operation of the Project. DCM agrees that the City shall be allowed to select \$250,000.00 worth of such furniture, fixtures, and equipment that it determines are needed for operation of the Project. DCM is not required to spend more funds than are available under the Grant Agreement, nor is DCM required to replace such furniture, fixtures, and equipment that may become damaged by reason of the misconduct of Project guests, or purchase additional equipment, both of which shall be responsibility of Service Providers unless Grant funds are available for such replacement or purchases.

8. In performing its duties under this subcontract, Service Providers will comply at all times with applicable terms of the Grant Agreement and all applicable federal, state and local laws, rules, regulations, ordinances and orders (including but not limited to the Americans With Disabilities Act (“ADA”) and Fair Housing regulations); provided, however, that it is the responsibility of the Owner to assure that any renovations to the Project comply with applicable provisions of the ADA. Service Providers understand and agree that, without limiting the generality of the foregoing, compliance with the recordkeeping and reporting requirements set forth in Sections 6 and 7 of the Grant Agreement is critical. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended to require the Service Providers to perform any of DCM’s or Owner’s obligations to CRP under the Grant Agreement.

9. Either party may terminate this subcontract upon thirty (30) days prior written notice if the other party commits a material breach or fails substantially to perform its obligations pursuant to this subcontract and does not cure such breach or failure to the reasonable satisfaction of the nonbreaching party within such thirty (30) day period. If the breach cannot reasonably be cured within such 30-day period, the breaching party shall commence and begin diligently to pursue a cure of the breach within that period and cure the breach within a commercially reasonable period thereafter. Written notices given under this paragraph shall describe the nature and extent of the breach or failure and specify the effective date of termination. Notwithstanding anything else in this Agreement, MIRC shall not be liable to the

City, DCM or Owner for any damages resulting from its failure to provide services under this Agreement due to MIRC's inability to secure sufficient funding.

10. Indemnification.

a. Each party (each, an "Indemnifying Party," as applicable) shall indemnify, defend, and hold harmless each other party, their officers, directors, members, managers, partners, agents, and employees (collectively, "Indemnified Parties"), from and against any and all Losses (as that term is defined below) to the extent such Losses arise from or relate to (i) a breach of this Agreement; (ii) any act, omission, or negligence of such Indemnifying Party, its officers, agents, employees, contractors, subcontractors, or anyone else for whom the Indemnifying Party may be liable; (iii) any violation by an Indemnifying Party or their respective servants or employees of laws, rules, regulations or ordinances applicable to the Project and the services rendered at the Project; or (iv) failure of the Indemnifying Party or their respective servants or employees to comply with the terms of the Grant Agreement to the extent that the Indemnifying Party is obligated to comply with such terms. The term "Losses" shall mean all claims, demands, expenses, actions, judgments, damages (actual, but not consequential), penalties, fines, liabilities, actual losses of every kind and nature, reasonable sums paid in settlement of claims (which settlement is approved by Service Providers), suits, administrative proceedings, costs and fees, including, reasonable attorneys' and consultants' fees and expenses, that are in any way related to any matter covered by the foregoing indemnity.

b. City's obligations under Section 10 a. above are subject to and limited by, and shall not be construed as a waiver of, the City's right to assert any and all defenses in response to claims made against the City, its officers, agents, or employees pursuant to the Maine Tort Claims Act or any other privileges or immunities as may be provided by law.

c. The indemnification provisions of this Section 10 shall survive the expiration or termination of this Agreement.

11. DCM and Owner shall at all times carry occurrence based commercial general liability insurance in amounts of not less than [One Million Dollars (\$1,000,000.00)] per occurrence. DCM and Owner shall also maintain property insurance sufficient to cover the Property and improvements made to it pursuant to this Agreement. In the event of a loss at the Property that interrupts Service Providers' ability to provide the services contemplated by this Agreement, DCM and Owner shall commit the available insurance proceeds to restore the Property to serviceable condition and cover any interim or replacement facility needs, including rent and other infrastructure expenses, provided MaineHousing allows the use of such proceeds, and if MaineHousing does not allow the use of such proceeds and terminates the Grant Agreement, then any party may terminate this Agreement.

Prior to the execution of this Agreement, MIRC will procure and maintain occurrence based Commercial General Liability Insurance coverage in amounts of not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, death and property damage, and Workers' Compensation Insurance coverage to the extent required by law, which shall include an endorsement waiving all rights of subrogation against the City of Portland, DCM, Owner, and

their officers or employees. With respect to the Commercial General Liability MIRC shall name DCM and Owner as an additional insured, and MIRC shall name the City as additional for coverage for claims for which the City does not have governmental immunity, including, without limitation, those areas where government immunity has been expressly waived as set forth in 14 M.R.S. A. § 8104-A, as limited by § 8104-B, and § 8111. This provision shall not be deemed a waiver of any defenses, immunities or limitations of liability or damages available to the City under the Maine Tort Claims Act, other Maine statutory law, judicial precedent, common law, or any other defenses, immunities or limitations of liability available to the City. Prior to execution of this Agreement, MIRC shall furnish the City, DCM, and Owner and thereafter maintain certificates evidencing all such coverages, which certificates shall guarantee thirty (30) days' notice of termination of insurance from the insurance provider or agent.

City shall maintain insurance or self-insurance of not less than the statutory cap pursuant to the Maine Tort Claims Act, 14 M.R.S.A. §8101 et seq., including for the acts and omissions of its employees occurring within the course and scope of employment, and pursuant to the Maine Worker's Compensation Act of 1992, 39 M.R.S.A. §101 et seq. Under the provisions of the Maine Tort Claims Act and subject to the limitations of liability described therein, liability is imposed on a municipality for property damage, bodily injury and death. This provision shall not be deemed a waiver of any defenses, immunities or limitations of liability or damages available to City under the Maine Tort Claims Act, other Maine statutory law, judicial precedent, common law, or any other defenses, immunities or limitations of liability available to the City. City further agrees to maintain the above stated insurance on an occurrence basis during the term of this Agreement and add DCM and Owner, as a member or additional insured thereon. City shall also require its contractors providing services within the Project to maintain insurance in commercially reasonable amounts. City shall provide a Certificate of Insurance evidencing such coverage upon request. In the case of any self-insurance, the City shall issue a letter to that effect upon request. City may insure or self-insure for its contents in the Project.

Notwithstanding anything in this Agreement to the contrary, the City's obligations under this Agreement are subject to and limited by the defenses, immunities, and limitations of liability or damages available to the City under the Maine Tort Claims Act, other Maine statutory law, judicial precedent, common law, or any other defenses, immunities or limitations of liability available to the City.

12. For at least the first [18] months of the term of this Agreement (the "City Provider Period"), City shall be primarily responsible for performing all obligations of the Service Providers under this subcontract. At any time after the eighteenth month of the term hereof, or at such earlier date agreed to by the parties, the City may request DCM's consent to allow MIRC to assume full responsibility of the Service Providers under this subcontract, which consent DCM will not unreasonably withhold. Upon DCM's granting of such consent, the City's obligations under this Agreement will terminate, and, upon City's request, DCM, Owner, and MIRC shall release the City in writing as to any future obligations under this agreement. Notwithstanding the foregoing, MIRC acknowledges and agrees as follows:

- (a) At all times during the term of this Agreement, MIRC shall purchase food for and provide sufficient staff to prepare and serve three meals per day for all

residents at the Project. MIRC shall also provide sufficient staff to clean up after each meal.

(b) For five days per week during the City Provider Period, MIRC shall provide two employees each day at the Project, one during a day shift, and one during an overnight shift, to shadow City staff at the Project so that MIRC will be able to assume full responsibility as the sole Service Provider for the Project after the City Provider Period.

(c) By the end of the City Provider Period, MIRC will have hired and trained a sufficient number of staff to assume full responsibility as the sole Service Provider at the Project.

(d) At all times during the City Provider Period, the City, and not MIRC, will be entitled to seek general assistance reimbursement for bed nights at the Project.

(e) MIRC, in accordance with its status as an independent contractor, covenants and agrees that its employees shall be regarded for all legal and tax purposes as employees of MIRC during the term of this Agreement, and MIRC shall govern and supervise the work of its employees. MIRC shall discharge all obligations imposed upon employers under the law, including without limitation payment of wages, social security taxes, withholding taxes, unemployment taxes and worker's compensation. MIRC's employees shall not be considered employees of the City for any purpose and shall not be entitled to any retirement benefits, social security benefits, group health or life insurance, vacation or sick leave, worker's compensation, or any other similar benefits from the City. MIRC further covenants and agrees that its employees will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be, officers or employees of the City by reason of this Agreement, and that MIRC and its employees will not, by reason of this Agreement, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the City, including but not limited to health insurance, unemployment insurance benefits, Workers' Compensation benefits, Social Security coverage or retirement membership or credit.

(f) The City and MIRC shall work together to clarify their roles and responsibilities under this Agreement, including a plan for transition from primary responsibility from the City to MIRC. This may be incorporated into the Management Plan or in a separate memorandum.

13. This subcontract constitutes the entire understanding between the parties hereto and supersedes any prior agreement or understanding, written or oral, between the parties with respect to the subject matter of this subcontract. In the event of a conflict between the terms of this Agreement and the Grant Agreement, the terms of the Grant Agreement shall control, except as otherwise specified in this Agreement. DCM will not agree to amend the Grant Agreement

without the Service Providers' prior written consent, which the Service Providers will not unreasonably withhold.

14. This subcontract may be modified or amended by the mutual assent of the parties hereto; provided however, that no such modification or amendment to this Subcontract shall be binding unless in writing and signed by the parties hereto.

15. This subcontract shall be governed by and construed in accordance with the laws of the State of Maine.

16. The City, in consultation with MIRC, shall have sole responsibility for creating and implementing such management plan (the "Management Plan") as may be required as part of the Project's conditional use application to the City's Planning Board. Upon municipal approval of such conditional use application, the Management Plan will be automatically incorporated into this document and shall replace the Initial Service Plan. Except for the Management Plan, DCM will be solely responsible for preparing, filing, and all costs associated with the conditional use application and all other permits and approvals required for the Project.

17. In the event issues arise during the term of this Agreement that materially affect any party's ability to perform its obligation hereunder, the affected party shall notify the other parties and all parties shall work in good faith to address the issues so raised.

18. Amended and Restated Agreement. The parties to this Agreement previously executed a Service Provider Subcontract dated June 22, 2023 (the "Prior Agreement"). This Agreement amends, restates, and replaces in its entirety the Prior Agreement.

IN WITNESS WHEREOF, DCM, Owner, and Service Providers have duly executed this subcontract as of the date first set forth above.

DC MANAGEMENT LLC

DocuSigned by:
By: Kevin Bunker
E6314E5F0441B04... Kevin R. Bunker, its Manager

DC BLUEBERRY LLC

DocuSigned by:
By: Kevin Bunker
E6314E5F0441B04... Kevin R. Bunker, its Manager

[remainder of page left blank intentionally—signatures continue on next page]

MAINE IMMIGRANTS’ RIGHTS
COALITION, Service Provider

DocuSigned by:
By: Mufalo Chitam
Mufalo Chitam, its Executive
Director

CITY OF PORTLAND, Service Provider

DocuSigned by:
By: Danielle West
Danielle P. West, its City Manager

Approved as to form:

DocuSigned by:
[Signature]
City Corporation Counsel's Office

Approved as to funds:

DocuSigned by:
Brandon O'Connell
City Finance Director

EXHIBIT A

(Attach copy of signed Grant Agreement)

MAINE STATE HOUSING AUTHORITY LONG-TERM SOLUTIONS GRANT AGREEMENT

The Maine State Housing Authority, a public body corporate and politic and instrumentality of the State of Maine with a principal place of business and mailing address of 26 Edison Drive, Augusta, Maine 04330 (“MaineHousing”) and Center for Regional Prosperity, a Maine non-profit corporation, with a mailing address of 970 Baxter Boulevard, Portland, Maine 04103 and a Federal tax identification number of 83-0879130 (the “Beneficiary”), and DC Blueberry LLC, a Maine limited liability company, with a mailing address of 631 Stevens Ave. Suite 203, Portland Maine 04103 (“Developer;” collectively with MaineHousing and Beneficiary, “the Parties”) enter into this Long-Term Solutions Grant Agreement as of the 7th day of June, 2023 (the “Agreement”).

BACKGROUND

1. The Maine State Legislature, through L.D. 3, appropriated \$21 million dollars from the unappropriated surplus of the State of Maine’s General Fund, Emergency Housing Relief Fund Program, Other Special Revenue Funds account, to provide one-time funding to support emergency housing and emergency shelters to prevent people from experiencing homelessness.
2. MaineHousing is making the Long-Term Solutions Grant available to provide long-term solutions to unsheltered homelessness through permanent supportive housing, shelter beds, or other opportunities that will continually provide warm, safe and dry accommodations for Mainers experiencing homelessness beginning no later than this winter 2023/2024.
3. Beneficiary is a recipient of the Long-Term Solutions Grant funds from MaineHousing as a result of a successful proposal provided by Beneficiary in response to MaineHousing’s Notice of Funding Availability for Long-Term Solutions to Assist People Experiencing Homelessness, issued January 13, 2023.
4. Beneficiary has changed the location of the proposed project real estate from 90 Blueberry Road to 166 Riverside Industrial Parkway (the “Site”), and Beneficiary’s Budget has been updated to include building acquisition, final construction fitup numbers, soft costs, and three years of operating expenses. This change in location and Beneficiary Budget has been accepted by MaineHousing.
5. Beneficiary will be relying on other parties to fulfill its obligations under this Agreement. In particular, Developer will ultimately own and operate the facility. As part of its contribution, Developer will borrow, and MaineHousing has agreed to loan, additional funds to balance the budget, as detailed in Section 17 below.
6. MaineHousing agrees to provide two allocations of Grant funds to Beneficiary in accordance with this Agreement.

AGREEMENT

1. GRANT PERIOD.

The Grant is for the period June 13, 2023 to June 13, 2026 (the “Grant Period”), unless sooner terminated in accordance with this Agreement.

2. GRANT AMOUNT.

Beneficiary is eligible for a grant up to the total amount of \$4,596,160 (the “Grant”) in accordance with Beneficiary’s Budget attached hereto as Appendix D.

3. USE OF PROCEEDS.

Grant proceeds shall be used in accordance with Beneficiary’s Application Information Sheet for MaineHousing Notice of Funding Availability for Long-Term Solutions to Assist People Experiencing Homelessness attached hereto as Appendix A and incorporated herein.

4. ALLOCATIONS, BENCHMARKS AND PLACEMENT.

- A. Initial Allocation. MaineHousing will provide Beneficiary with an allocation of Grant funds in the amount of \$3,447,120 not later than the date of closing on the Site. Beneficiary will be required to support expenditures in quarterly reports, more fully described in Section 6, Tracking and Reporting, and submitted in a form approved by MaineHousing.
- B. Second Allocation. MaineHousing will provide Beneficiary a second allocation of Grant funds in the amount of \$1,149,040 upon receipt of: (1) a signed service agreement with the City of Portland and any other Service Providers to provide placement and other services to guests; (2) proof a contractor has been secured; (3) completion of 50% of the rehabilitation work; and (4) a rehabilitation reconciliation of monies spent on the first 50%.
- C. Initial Benchmark. By June 30, 2023 Beneficiary must have hired a contractor and secured from the City of Portland the service agreement referred to in paragraph B. above. Beneficiary shall connect with MaineHousing no later than June 30, 2023 to confirm the Initial Benchmark has been met. If the Initial Benchmark has not been met, MaineHousing reserves the right to provide the Beneficiary with additional time to meet the Initial Benchmark or to terminate this Agreement and request Beneficiary repay any unused Grant funds. MaineHousing acknowledges that the project may operate on an emergency basis without municipal approval and that municipal approval, which is not guaranteed to occur, is not required for a period of six months from initial occupancy.
- D. Second Benchmark. By November 30, 2023 the rehabilitation must be complete and Beneficiary must be serving individuals as described in Appendix A.

- E. Placement. The City of Portland, as Service Provider, will determine placement of individuals and/or families who are experiencing, or are at risk of experiencing, homelessness, giving priority to those individuals residing at the Homeless Service Center, whose service needs are more aligned with the services to be provided at the Site than the services being provided at the Homeless Service Center, as described in Appendix A.

5. OVERPAYMENT RECOVERY

Any amount of the allocation of Grant funds later determined to have been made in excess of the amount necessary to provide the services outlined in Appendix A will at MaineHousing's discretion be refunded to MaineHousing. Beneficiary shall refund to MaineHousing any and all unexpended funds received from MaineHousing pursuant to this Agreement as directed by MaineHousing.

In the event MaineHousing determines, in its sole judgement, an overpayment occurred due to Beneficiary's error in determining expenditures, Beneficiary may be required to refund the overpayment to MaineHousing. MaineHousing will give Beneficiary a notice stating the findings and the amount of overpayment to be refunded.

MaineHousing, Beneficiary, and Developer further agree that any overall savings relative to budget shall be shared on an equal 50/50 basis between MaineHousing, in the form of returned Grant funds, and the Developer, in the form of a smaller Developer Loan. The parties further agree that overall savings shall be calculated at the end of the Grant Period.

6. TRACKING AND REPORTING

Beneficiary shall track or cause to be tracked all costs associated with the Grant funds and submit to MaineHousing a quarterly accounting of costs and use of the Grant funds on the Expense Reporting Form, attached hereto as Appendix B, or in another format prescribed by MaineHousing, by July 15, 2023; October 15, 2023; January 15, 2024; April 15, 2024; July 15, 2024; October 15, 2024; January 15, 2025; and April 15, 2025. Beneficiary shall also submit or cause to be submitted to MaineHousing two (2) rehabilitation reconciliations, one at 50% completion and one at 100% completion. Beneficiary shall also submit or cause to be submitted quarterly Progress Reports on the progress of Beneficiary's proposal outlined in Appendix A. Beneficiary's Progress Reports will be due at the same time as the Expense Reporting Form and should describe the activities conducted by Beneficiary during the quarter, the services provided, the number of individuals/families served, the impact of Beneficiary's activities, Beneficiary's goals for the next quarter and any conflicts of interest that may have arisen. Beneficiary shall submit Progress Reports on the Progress Report Form, attached hereto as Appendix C, or in another format prescribed by MaineHousing.

7. MAINTENANCE, INSPECTION, AUDITING OF RECORDS AND REPORTING.

The Beneficiary shall properly maintain or cause to be maintained all books, documents, payrolls, papers, information, records, accounting records, client files, and other material pertaining to this

Agreement and shall make or cause to be made such materials available in redacted format or through an anonymized report from Beneficiary's case management program, at MaineHousing's request, at its offices for purposes of audit, inspection, duplication, and examination so as to allow MaineHousing to conduct fiscal monitoring on an annual basis. MaineHousing shall have access to confidential information to the extent necessary to conduct such reviews. The Beneficiary shall maintain or cause to be maintained such books and records for five (5) years after the termination of this Agreement. Beneficiary must submit or cause to be made quarterly reports as outlined in Appendix A.

8. CONFIDENTIAL INFORMATION.

Any information acquired by the Beneficiary, its employees, agents, or contractors in the performance of this Agreement shall be kept confidential in accordance with applicable law. Beneficiary shall safeguard and protect from disclosure at all times, and shall cause its employees, officers, agents, contractors, subcontractors and other representatives to safeguard and protect from disclosure at all times, all information about the individuals and families experiencing homelessness ("Clients").

9. TERMINATION.

- A. Termination for Convenience by MaineHousing. MaineHousing may terminate this Agreement at any time for any reason whatsoever by giving written notice to Beneficiary of such termination and specifying the effective date thereof. In the event of such termination, MaineHousing shall be obligated to pay Beneficiary only for costs actually incurred by Beneficiary or its agents, or as to costs which Beneficiary or its agents are contractually obligated to pay, to the effective date of such termination provided that such costs have been accepted by MaineHousing or are reflected in the budget submitted to an approved by MaineHousing. Beneficiary will be required to return any unused Grant funds in accordance with Section 5, Overpayment Recovery.
- B. Termination for Cause by MaineHousing. MaineHousing shall also have the right to terminate this Agreement immediately in the event MaineHousing determines, in its reasonable judgment, that Beneficiary has failed to perform its obligations hereunder or has breached any representation or warranty made by Beneficiary hereunder, which failure or breach is not cured within thirty (30) days of written notice thereof. If the failure or breach is not cured within the foregoing grace period, such termination shall be effective on the date specified in a notice of termination given by MaineHousing to Beneficiary. In the event of such termination, MaineHousing shall be obligated to pay Beneficiary only for costs actually incurred by Beneficiary or its agents, or as to costs which Beneficiary or its agents are contractually obligated to pay, to the effective date of such termination provided that such costs have been accepted by MaineHousing or are reflected in the budget submitted to and approved by MaineHousing. Beneficiary will be required to return any unused Grant funds in accordance with Section 5, Overpayment Recovery.
- C. Termination for Convenience by Beneficiary. Beneficiary shall have the right to terminate this Agreement upon no less than thirty (30) days' advance written notice

to MaineHousing. In the event of such termination, MaineHousing shall be obligated to pay Beneficiary only for costs actually incurred by Beneficiary to the effective date of such termination provided that such costs have been accepted by MaineHousing. Beneficiary will be required to return any unused Grant funds in accordance with Section 5, Overpayment Recovery.

10. INDEMNIFICATION.

Each Party (in such capacity, an "Indemnifying Party") agrees to defend and indemnify the other party, its officers, directors, employees and agents (each, an "Indemnified Party") against, and hold the same harmless from, all liability, losses, damages, obligations, judgments, claims, causes of action and expenses (including court costs, reasonable settlements and attorneys' fees) ("Claim" or, collectively, "Claims") resulting from or arising out of, directly or indirectly, any breach by the Indemnifying Party of any of its covenants, representations or warranties contained in this Agreement. Notwithstanding the foregoing, an Indemnifying Party shall not be obligated to defend, indemnify and hold harmless an Indemnified Party from and against a Claim to the extent that such Claim results from or arises out of the intentional dishonest, fraudulent, criminal or malicious act of any Indemnified Party.

In addition to Beneficiary's obligation to indemnify MaineHousing, Beneficiary specifically acknowledges and agrees that it has an immediate and independent obligation to defend MaineHousing from any claims, lawsuits and/or demands of any kind which actually or potentially fall within this indemnification provision, even if the claims, lawsuits and/or demands of any kind are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Beneficiary by MaineHousing and continues at all times thereafter.

The foregoing provisions shall survive any final expiration or early termination of this Agreement.

11. DEFAULT REMEDIES.

Default by Beneficiary. In addition to the right to terminate this Agreement as provided in Section 9 hereof, in the event of default by Beneficiary in the performance of one or more of its obligations under this Agreement, MaineHousing will have the right to:

- a. recapture any Grant funds paid to Beneficiary not actually expended;
- b. offset any amounts owed to Beneficiary under this Agreement against any damages or costs incurred by MaineHousing as a result of Beneficiary's failure to perform its obligations under this Agreement, including but not limited to costs of procuring replacement services and costs incurred by MaineHousing attributable to delays in obtaining the services to be provided by Agreement hereunder, including without limitation any fines, penalties or assessments;
- c. recover compensatory damages from Beneficiary for breach by Beneficiary of this Agreement;
- d. bring an action against Beneficiary for specific performance to require Beneficiary to turn over to MaineHousing any records that MaineHousing is entitled to review, inspect, copy, audit or receive hereunder; or

- e. bring an action against Beneficiary to enjoin Beneficiary from destroying or removing any records, materials or documents related to the services hereunder.

In all such instances, MaineHousing shall have the right to recover from Beneficiary its reasonable attorneys' fees and costs. In addition to the rights and remedies available to MaineHousing under this Agreement, MaineHousing shall have all remedies available at law and in equity in the event of Beneficiary's default in the performance of its obligations hereunder. MaineHousing may, at its sole option, exercise one or more of the rights and remedies available under this Agreement, at law and in equity singly, simultaneously or sequentially, and the exercise of any right or remedy shall not preclude the exercise of any other right or remedy at any time.

12. ASSIGNMENT.

Beneficiary shall not assign, subcontract, delegate, sell, transfer or otherwise dispose of this Agreement or any portion of its rights or obligations hereunder without the prior written consent of MaineHousing. Any such action taken without such prior written consent shall be null and void and shall not release Beneficiary from its obligations hereunder. Notwithstanding anything to the contrary contained in this paragraph, MaineHousing acknowledges and agrees that (i) Beneficiary will enter into agreements with Developer, (ii) Developer will own the Site upon commencement of occupancy and (iii) Developer or its management agent will enter into an agreement for services with the City of Portland and Maine Immigrants' Rights Coalition or other service provider (the "Service Provider") to provide services to residents of such facility. MaineHousing acknowledges and understands the Service Provider will be tasked with complying with this Agreement.

13. COMPLIANCE AND ENFORCEMENT.

The Grant is subject to the Beneficiary's compliance with this Agreement and with all applicable federal, state and local laws and ordinances as may be amended from time to time.

Beneficiary agrees to comply with any additional or different requirements that MaineHousing believes upon advice of counsel are necessary to ensure compliance with the source of funds and that are communicated in writing to Beneficiary; provided, however Beneficiary shall have no obligation to expend any of its own funds to comply with such requirements.

14. NONDISCRIMINATION.

Beneficiary shall not discriminate in any manner against any person because of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, ancestry, age, physical or mental disability, or familial or marital status. Such prohibition against discrimination shall include, without limitation, all actions relating to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoffs or termination, rates of pay or other forms of compensation and selection for training.

15. BENEFICIARY'S REPRESENTATIONS AND WARRANTIES.

- A. **Authority to do Business.** Beneficiary represents and warrants that it is authorized

to do business in the State of Maine, is duly organized, validly existing and in good standing under Maine and Federal laws; has the power and authority to carry on its business as now being conducted; is duly qualified to do such business wherever such qualification is required; and is in compliance with all applicable State and Federal laws governing its business.

- B. **Authority to Enter Into Agreement.** Beneficiary represents and warrants that it and its employees and agents acting on its behalf are fully legally authorized to execute and deliver this Agreement and to engage in the transactions contemplated by this Agreement.

16. AGREEMENT ADMINISTRATOR.

The Beneficiary shall direct all submissions to MaineHousing pursuant to this Agreement to: Lauren Bustard, Senior Director of Homeless Initiatives by E-mail: lbustard@mainehousing.org or at the MaineHousing address set forth above.

17. DEVELOPER LOAN.

The Parties agree that MaineHousing shall make a loan of \$592,000 to Developer of near or even date (the "Developer Loan"). The rate and term of the loan will be agreed upon by both MaineHousing and Developer and will be used as a source in accordance with the Beneficiary's Budget. The loan will be full recourse to the Developer but the Beneficiary shall have no obligation whatsoever in connection with the Developer Loan. MaineHousing will receive a first mortgage on the Property in connection with the Developer Loan. The Developer Loan will be drawn down after the Grant has been expended.

18. CONFLICTS OF INTEREST.

- A. Beneficiary has a duty to avoid conflicts of interest and the appearance of conflicts of interest. Beneficiary shall ensure that no person who is an employee, agent, or consultant of Beneficiary, and who performs or has performed any functions with respect to this Agreement may obtain a personal or financial interest or benefit (other than their earnings) from this Agreement, either for themselves or those with whom they have family, business, or close personal ties during their tenure. Each quarter, Beneficiary will submit a report notifying MaineHousing of the employees, including temporary staff and volunteers, of the Beneficiary who are beneficiaries (or prospective beneficiaries) of the Agreement. The report will identify the employee name, job title, and nature of the conflict and benefit.
- B. Beneficiary shall disclose to MaineHousing the name of any former MaineHousing employee or commissioner who was an employee or commissioner within the year and who works performs services under this Agreement.
- C. Beneficiary shall advise MaineHousing if anyone who will be paid for work under this Agreement has business ties, familial relationships, or other close personal relationships with a current MaineHousing employee, commissioner, or anyone who

was a MaineHousing employee or commissioner within the past year.

18. ASSIGNABILITY; FINANCIAL RE-STRUCTURING.

The Parties acknowledge that it may be advantageous to all Parties to structure some or all of the Grant as a deferred loan, or other mechanism, and further that it may be most advantageous to structure the Grant funds as a loan directly between MaineHousing and Developer. Upon Developer's reasonable request for such restructuring, and provided the Parties agree that the Grant shall be structured as described in the preceding sentence, then at Developer's election, Beneficiary agrees to assign its obligations under this Agreement to Developer and MaineHousing agrees to consent to such assignment and look solely to Developer for performance under this Agreement. If the Parties agree the Grant shall be restructured as provided in this paragraph, MaineHousing will enter into an amendment to this Agreement reflecting such restructuring in accordance with Developer's reasonable request, provided the basic intent of this Agreement is maintained. Such amendment may include but not be limited to: agreement in advance to subordinate to senior mortgages; and the addition of provisions to meet the true debt test and such other provisions as may be recommended by to Developer's tax advisors.

19. ENTIRE AGREEMENT; SEVERABILITY

This Agreement constitutes the entire agreement between MaineHousing and the Beneficiary and supersedes any other contract or agreement, written or otherwise, which previously may have been entered into by and between Beneficiary and MaineHousing for the provision of services and work described or contemplated herein for the term hereof. If any court determines that any provision of this Agreement is unenforceable, invalid or void, all other provisions of this Agreement not included in the court's determination shall remain in full force and effect, and both the Beneficiary and MaineHousing shall continue to be bound thereby.

20. INDEPENDENT CAPACITY.

It is understood and agreed by the parties hereto that Beneficiary, its agents or employees are acting in an independent capacity in the performance of this Agreement, and not as officers, agents or employees of MaineHousing.

21. GOVERNING LAW.

This Agreement shall be governed by, and construed under, the laws of the State of Maine.

22. COUNTERPARTS.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one agreement binding on all of the parties hereto, notwithstanding that all of the parties have not signed the same counterpart. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties and the receiving party may

rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed this Agreement, effective as of the date first set forth above.

6/8/2023

Date

MAINE STATE HOUSING AUTHORITY



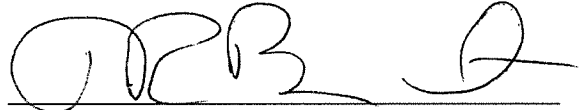
By: Daniel Brennan

Its: Director

6-8-2023

Date

CENTER FOR REGIONAL PROSPERITY



By: Jerre Bryant

Its: President

6/8/2023

Date

DC BLUEBERRY LLC



By: Kevin Bunker

Its: Manager

APPENDIX A**APPLICANT INFORMATION SHEET***for***MaineHousing Notice of Funding Availability for Long-Term Solutions to Assist
People Experiencing Homelessness**

Please provide the following information, completed and signed, and place this form at the front of the application:

General Information	
Applicant Name:	Center for Regional Prosperity
Federal Tax ID:	83-0879130
Street Address:	970 Baxter Boulevard
City, State, Zip:	Portland, ME, 04103
Telephone#:	207-774-9891
Homeless Service Hub Where Housing or Services will be Located (See Appendix C.)	
List of Partnering Organizations and Role (if any)	Developers Collaborative (DC); Non-Profit TBD
Contact Person for Questions	
Name:	Belinda Ray
Title:	Director of Strategic Partnerships
E-mail Address:	bray@gpcog.org
Telephone#:	207-671-4000
Description of Proposal	

Please describe what funding will be used for and how it will benefit people experiencing homelessness	The Center for Regional Prosperity will distribute funding to DC to acquire and fit-up an existing facility at 166 Riverside Industrial Parkway in Portland to operate as an emergency shelter for individuals experiencing homelessness. The developer will then partner with a local nonprofit organization for shelter operations.
Number of Individuals/Families to be Served on an annual basis	On average 180 individuals per night. In total 65,700 bed nights annually.
Staffing Plan	To be determined by service provider
Services to be provided	The facility will allow for community collaboration to deliver wraparound services on site. Those services will be designed specifically around the needs of asylum seekers and further individualized to include housing navigation, case management, life skills, and immigration services. The services will evolve as need change.
How will the proposal continue into the future despite this being one-time funding? Please describe the plans for sustainability.	Once building fit-up is complete and congregate shelter space is created, service provider will be able to bill for bed nights to cover staffing costs.
Description of Capacity	
Summarized Narrative of Applicant's ability to deliver on the proposal in response to this Notice	A skilled and experienced service provider will be selected to operate the facility.
List of planned resources to be assigned to meet the obligations of this Notice	Developers Collaborative has committed to collaborate with local service providers to fulfill the various needs of the people to be served, modeling their partnership on what the City of Portland was able to accomplish in the operation of a Saco hotel as a temporary shelter. Those partners may include food service providers, social service organizations, relevant advocacy and legal organizations, and healthcare providers.
Conflict of Interest. Does the Applicant, any principal or affiliate of the Applicant, or anyone who will be paid for work on the grant have business ties, familial relations, or other close personal relations with a current MaineHousing employee or	No

commissioner, or anyone who was a MaineHousing employee or commissioner within the past year? If yes, please describe here:	
Funding Request	
Total Funding Request Please provide a simple budget as Appendix D	\$4,596,160.00



Homeless Initiatives Department
 26 Edison Dr, Augusta, ME 04330
 1-800-452-4668 (in state)
 207-626-4600

Appendix B

Agency Contact Information	
Name	
Dates Covered	
Contact Email	
Date Submitted	
Phone Number	

THIS REPORT IS DUE TO MAINEHOUSING NO LATER THAN 30 DAYS AFTER THE CLOSE OF EACH QUARTER
PLEASE SUBMIT REPORT TO: HIFINANCIALS@MAINEHOUSING.ORG

Expenses Reporting		
Rehabilitation and Lease Costs		
Date Range	Description	Amount
Total Operation Expense		\$ -

Other		
Date Range	Other Expense Description	Amount
Total Other Expense		\$ -

**Progress Report Form**

Homeless Initiatives Department
 26 Edison Dr, Augusta, ME 04330
 1-800-452-4668 (in state)
 207-626-4600

Appendix C

Agency Contact Information	
Name	
Dates Covered	
Contact Email	
Date Submitted	
Phone Number	

THIS REPORT IS DUE TO MAINEHOUSING NO LATER THAN 30 DAYS AFTER THE CLOSE OF EACH QUARTER

PLEASE SUBMIT REPORT TO: lbustard@mainehousing.org

Progress Report		
Activities Conducted		
Description of Activities Conducted	Impact	Number of Individuals/families served

Services Provided		
Description of Services Provided	Impact	Number of Individuals/families served

Goals for Next Quarter	
Description of Goals	Plan to Achieve Goals

Conflicts of Interest	
Name and Title of Employee	Description of Conflict

Appendix D : 166 Riverside Industrial Parkway budget

acquisition	1,858,850	
construction	1,995,580	
construction contingency	199,558	
sidewalk	100,000	
FFE	250,000	
landscaping	44,000	
legal/accounting	35,000	
phase 1/tank radar test	9,000	
architect	30,000	
civil/LA/planning board approvals	60,000	
title insurance	15,000	
building permit	30,000	insurance
3 yr shelter liability insurance	157,652	50,000
opex 3 years	403,520	52,500
developer	-	55,125
total	5,188,160	
less Developer Loan	592,000	
 Total Grant Amount	 4,596,160	

opex
128,000
134,400
141,120

EXHIBIT B

Initial Service Plan

Service Provider Roles & Responsibilities

- Service Provider will provide appropriate staffing levels to deliver 24-hour on-site coverage 7 days/week at the Project for the term of this Agreement. With approximately 180 residents; the target ratio would be 1 Service Provider employee to 30 residents.
- Service Provider employees will include on-site Human Service Specialist staff who will help with daily problem solving, training residents to understand/follow daily routines/systems for living in US, cultural orientation to understand and navigate life in Maine.
- Service Provider employees will include on-site Housing Navigators who will assist with housing applications and enrollments (school, ESOL, GA, asylum apps, documents), help residents access services in community, and cultural orientations, health education, and assure access to relevant programming.
- Service Provider will provide a Services Manager, who will be responsible for facilitating and coordinating all third-party services on site at the Project including arranging on-site programming by outside providers (health, education, GA process, asylum process etc.). The Services Manager facilitates all partner organizations providing services on site and will also oversee orientation.
- Service Provider staff will triage health concerns for connection to community health providers for urgent health needs and to prevent spread of disease/infection. Bilingual staff will be hired as possible, supplemented with interpretation. A van may be rented for transportation of multiple people/large families to initial appointments (medical, enrollments), subsequent transport will be via staff vehicles, and training residents to use Metro bus.
- Service Provider employees will include an Operations Director who will be the Service Provider's primary point of contact at the Project and will manage relationships with state and local govt agencies, schools, other community and social service provider agencies, volunteers, and ethnic community-based organizations (ECBOs).
- Service Provider will establish offices on-site at the Project.
- All Guests will be housed in two dorms broken down between male and female.
- Service Provider will be responsible for providing its own computer and telephone systems at the Project.

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

**ORDER APPROVING SECOND AMENDMENT TO THE SERVICE PROVIDER
SUBCONTRACT BETWEEN THE CITY, DC MANAGEMENT LLC, AND
DC BLUEBERRY LLC**

ORDERED, that the Second Amendment to the Service Provider Subcontract with DC Management LLC and DC Blueberry LLC, is hereby approved in substantially the form attached hereto; and

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

MEMORANDUM
City Council Agenda Item

FROM: Greg Watson, Director

DATE: September 9, 2025

SUBJECT: Order 63-25/26 Accepting and Appropriating \$2,000,000 in United States Environmental Protection Agency Funding to the City's Brownfields Revolving Loan Fund - Sponsored by Danielle P. West

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 10/6/2025

Final
Action 10/20/2025

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

Does this item involve a new contract with the City: No. This is a supplemental funding action to an existing funding agreement from USEPA (award number 4B00A00903), which was initially funded in FY22 with \$3 million, bringing the total award amount to \$5 million.

PRESENTATION: Greg Watson will be available to answer any questions or provide clarification if needed.

I. SUMMARY

This funding is used to remediate contaminated properties of for-profit and non-profit property owners in the City of Portland.

II. AGENDA DESCRIPTION

This item would accept and appropriate an additional \$2,000,000 in Brownfield cleanup funding from the USEPA to recapitalize Portland's Brownfields Revolving Loan Fund (RLF). This funding is used to remediate contaminated properties of for-profit and non-profit property owners in the City of Portland.

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

III. BACKGROUND

On October 3, 2022, City Council accepted and appropriated a \$3,000,000 grant from the EPA for a new Brownfields remediation grant, award number 4B00A00903. That funding has been fully utilized, providing cleanup loans and grants for remediating contamination at Portland Housing Authority's Front Street site, as well as at the site of the Avesta development at 89 Elm Street.

The City of Portland submitted a Brownfield Grant application to the EPA in the Spring of 2025, seeking \$4,000,000 in additional Brownfields Supplemental Funding to recapitalize the City's Brownfields RLF. The City received official notice from the EPA in August of 2025 that it would receive \$2,000,000.

Since the original Brownfields RLF grant was awarded to the City in 2016, Portland has applied for and received nearly \$8 million in Brownfields cleanup funding. The Portland Development Corporation (PDC) Board then approves loan and grant funds for various brownfield sites in Portland. Projects approved by the PDC Board include: Children's Odyssey School redevelopment of the former Reed School, Children's Museum

& Theatre of Maine, Thompson's Point Redevelopment, Boyd Street Housing/PHA, Front Street Housing/PHA.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The intended result is that more Portland projects that need Brownfields cleanup funds for property redevelopment will be able to apply for assistance via loans to for-profits and loans and grants to non-profits.

V. FINANCIAL IMPACT

There will be no direct financial impact on the City. An indirect and positive financial impact will be contaminated sites being remediated, redeveloped, and put back on the tax rolls, providing increased revenue and new jobs in the City.

VI. STAFF ANALYSIS AND BACKGROUND

There are many brownfields sites throughout the Portland Peninsula and elsewhere in the City. The benefit to having available Brownfields RLF cleanup funds is to help mitigate the additional cost of redeveloping contaminated sites. Remediated sites enable infill development, yielding redevelopment and new revenue for the City, as well as jobs.

VII. RECOMMENDATION

The Housing and Economic Development Department Director and staff recommend that the City Council approve and appropriate the \$2,000,000 supplemental funding award from USEPA to recapitalize the City's Brownfields Revolving Loan Fund administered by the PDC Board.

VIII. LIST ATTACHMENTS

1. Order - Accepting and Appropriating 2M in USEPA Funding for Brownfields
2. 8-18-2025 Formal Notice of Award and Backup

Prepared by:

Greg Watson, Director

Date: 09/09/2025

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

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

**ORDER ACCEPTING AND APPROPRIATING \$2,000,000 IN UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY FUNDING TO THE CITY'S
BROWNFIELDS REVOLVING LOAN FUND**

ORDERED, that a United States Environmental Protection Agency Brownfield Grant in the amount of up to \$2,000,000 is hereby accepted and appropriated for use in the City's Brownfields Loan Program; 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.

	U.S. ENVIRONMENTAL PROTECTION AGENCY Assistance Amendment	GRANT NUMBER (FAIN): 00A00903 MODIFICATION NUMBER: 1 PROGRAM CODE: 4B		DATE OF AWARD 08/18/2025
		TYPE OF ACTION: Augmentation: Increase		MAILING DATE 08/21/2025
		PAYMENT METHOD: ASAP		ACH# 10061
		RECIPIENT TYPE: Municipal		
RECIPIENT: CITY OF PORTLAND 389 CONGRESS STREET Room 110 PORTLAND, ME 04101-3509 EIN: 01-6000032		PAYEE: City of Portland 389 Congress Street Portland, ME 04101		
PROJECT MANAGER Nancy Martin 389 Congress Street Portland, ME 04101 Email: NMartin@portlandmaine.gov Phone: 207-756-8019		EPA PROJECT OFFICER James Byrne 5 Post Office Square Boston, MA 02109 Email: Byrne.James@epa.gov Phone: 617-918-1389		EPA GRANT SPECIALIST Julie Ross Grants Management Branch Email: Ross.Julie@epa.gov Phone: 617-918-1317
PROJECT TITLE AND EXPLANATION OF CHANGES City of Portland's RLF Program Amendment #1 approves a Supplemental Increase in Federal Funds in the amount of \$2,000,000. Total Budget/Project Period Cost is now \$5,000,000. Administrative and Programmatic Terms and Conditions have been updated. All other Terms and Conditions remain unchanged, and in full force and effect.				
BUDGET PERIOD 10/01/2022 - 09/30/2027	PROJECT PERIOD 10/01/2022 - 09/30/2027	TOTAL BUDGET PERIOD COST \$ 5,000,000.00	TOTAL PROJECT PERIOD COST \$ 5,000,000.00	
NOTICE OF AWARD Based on your Application dated 07/17/2025 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$ 2,000,000.00. EPA agrees to cost-share <u>100.00%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$ 5,000,000.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.				
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE		
ORGANIZATION / ADDRESS U.S. EPA, Region 1, EPA New England 5 Post Office Square, Suite 100 Boston, MA 02109-3912		ORGANIZATION / ADDRESS U.S. EPA, Region 1, EPA New England R1 - Region 1 5 Post Office Square, Suite 100 Boston, MA 02109-3912		
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY				
Digital signature applied by EPA Award Official Arthur Johnson - Director of MSD				DATE 08/18/2025

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 3,000,000	\$ 2,000,000	\$ 5,000,000
EPA In-Kind Amount	\$ 0	\$ 0	\$ 0
Unexpended Prior Year Balance	\$ 0	\$ 0	\$ 0
Other Federal Funds	\$ 0	\$ 0	\$ 0
Recipient Contribution	\$ 0	\$ 0	\$ 0
State Contribution	\$ 0	\$ 0	\$ 0
Local Contribution	\$ 0	\$ 0	\$ 0
Other Contribution	\$ 0	\$ 0	\$ 0
Allowable Project Cost	\$ 3,000,000	\$ 2,000,000	\$ 5,000,000

Assistance Program	Statutory Authority	Regulatory Authority
66.818 - Brownfields Multipurpose, Assessment, Revolving Loan Fund, and Cleanup Cooperative Agreements	CERCLA: Secs. 104(k)(3) & 104(k)(5)(E) & 104(k)(10)(B)(iii) & Infrastructure Investment and Jobs Act (IIJA) (PL 117-58)	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	25010CG038	25	E4SD	0120AG7	000D79X89	4114	-	-	\$ 2,000,000
									\$ 2,000,000

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$ 0
2. Fringe Benefits	\$ 0
3. Travel	\$ 8,000
4. Equipment	\$ 0
5. Supplies	\$ 2,000
6. Contractual	\$ 185,000
7. Construction	\$ 0
8. Other	\$ 4,805,000
9. Total Direct Charges	\$ 5,000,000
10. Indirect Costs: 0.00 % Base	\$ 0
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$ 5,000,000
12. Total Approved Assistance Amount	\$ 5,000,000
13. Program Income	\$ 0
14. Total EPA Amount Awarded This Action	\$ 2,000,000
15. Total EPA Amount Awarded To Date	\$ 5,000,000

Administrative Conditions

National Administrative Terms and Conditions

General Terms and Conditions

The General Terms and Conditions of this agreement are updated in accordance with the link below. However, these updated conditions apply solely to the funds added with this amendment and any previously awarded funds not yet disbursed by the recipient as of the award date of this amendment. The General Terms and Conditions cited in the original award or prior funded amendments remain in effect for funds disbursed by the recipient prior to the award date of this amendment.

The recipient agrees to comply with the current EPA general terms and conditions available at: https://www.epa.gov/system/files/documents/2024-10/fy_2025_epa_general_terms_and_conditions_effective_october_1_2024_or_later.pdf

These terms and conditions are binding for disbursements and are in addition to or modify the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): rtpfc-grants@epa.gov and Project Officer on Page 1 of Award Document
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: Grants Specialist and Project Officer on Page 1 of Award Document
- Payment requests (if applicable): Grants Specialist and Project Officer on Page 1 of Award Document
- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: Project Officer on Page 1 of Award Document AND R1QAPPs@epa.gov

Programmatic Conditions

FY25 Brownfields Revolving Loan Fund (RLF) Cooperative Agreement

Infrastructure Investment and Jobs Act Funds

Terms and Conditions

Please note that these Terms and Conditions (T&Cs) apply to Brownfields RLF capitalization cooperative agreements awarded under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k) and the Infrastructure Investment and Jobs Act (IIJA), as well as, agreements that transitioned to § 104(k), or agreements which have been amended after 12/24/14.

I. GENERAL FEDERAL REQUIREMENTS

Note: For the purposes of complying with certain provisions of the Uniform Grants Guidance (UGG), 2 CFR Part 200, loans made by RLF recipients are *Subawards* as that term is defined at 2 CFR § 200.1. The term subaward also encompasses “grants” made by the RLF recipient under CERCLA § 104(k)(3)(B)(ii). The UGG requirements for subawards in the form of loans and subawards in the form of grants are different. For clarity, these T&Cs refer to “loans” to describe subawards that generate program income from repayments of principal, interest charges, and loan processing fees paid by “borrowers.” The T&Cs refer to “subgrants” to describe subawards the RLF recipient provides to an eligible entity or nonprofit organization (“subgrantees”) under terms that do not require repayment.

A. Federal Policy and Guidance

1. Cooperative Agreement Recipients: By awarding this cooperative agreement, the Environmental Protection Agency (EPA) has approved the application for the Cooperative Agreement Recipient (CAR). These T&Cs are effective for activities occurring after the date of amendment of this cooperative agreement.

2. In implementing this agreement, the CAR shall comply with and require that work done by borrowers and subgrantees with cooperative agreement funds complies with CERCLA § 104(k). The CAR shall also ensure that cleanup activities supported with cooperative agreement funding comply with all applicable Federal and state laws and regulations. The CAR must ensure cleanups are protective of human health and the environment.

3. The CAR must consider whether it is required to have borrowers or subgrantees conduct cleanups through a State or Tribal response program. If the CAR chooses not to require borrowers and subgrantees to participate in a State or Tribal response program, then the CAR is required to consult with the EPA Project Officer on each loan or subgrant to ensure the proposed cleanup is protective of human health and the environment.

If the State or Tribe does not have a promulgated response program that is applicable to the planned brownfield activity, then the CAR is required to consult with the EPA Project Officer to ensure the protectiveness of human health and the environment.

4. A term and condition or other legally binding provision shall be included in all loan and subgrant agreements entered into with the funds awarded under this agreement, or when funds awarded under this agreement are used in combination with non-Federal sources of funds, to ensure that the CAR complies with all applicable Federal and state laws and requirements. In addition to CERCLA § 104(k), applicable Federal laws and requirements include 2 CFR Part 200.

5. The CAR must comply with Federal cross-cutting requirements. These requirements include, but are not limited to, DBE requirements found at 40 CFR Part 33 (as applicable); OSHA Worker Health & Safety Standard 29 CFR § 1910.120; Uniform Relocation Act (40 USC § 61); National Historic Preservation Act (16 USC § 470); Endangered Species Act (P.L. 93-205); Permits required by Section 404 of the Clean Water Act; Contract Work Hours and Safety Standards Act, as amended (40 USC §§ 327-333); the Anti-Kickback Act (40 USC § 3145); and Section 504 of the Rehabilitation Act of 1973, 29 USC §§ 793 and 794; 40 CFR Part 7, Subpart C. For additional information on cross-cutting requirements visit <https://www.epa.gov/grants/epa-subaward-cross-cutter-requirements>.

6. The CAR must comply with Davis-Bacon Related Act prevailing wage requirements and associated U.S. Department of Labor (DOL) regulations for all construction, alteration, and repair contracts and subcontracts awarded with funds provided under this agreement by operation of CERCLA § 104(g). For more detailed information on complying with the Davis-Bacon Related Act, please see the [Contract Provisions for Davis-Bacon and Related Acts](#) and the Brownfields Davis-Bacon terms and conditions.

7. For funding added after May 14, 2022, refer to the General Term & Conditions for Buy America Sourcing requirements under the Build America, Buy America (BABA) provisions of the Infrastructure Investment and Jobs Act (IIJA; also known as Bipartisan Infrastructure Law or BIL) (P.L. 117-58, §§70911-70917). An adjustment period waiver may apply to funding awarded between May 14, 2022 and February 28, 2023.

8. The recipient agrees to have financial management and programmatic management systems in place to:

- a. Track and report on expenditures of IIJA funds.
- b. Track and report outputs and outcomes achieved with IIJA funds.

9. RLF supplemental funding is generally awarded on an annual basis to high-performing CARs who meet specific criteria. The CAR can find additional information on the timing and procedures for supplemental funding requests on the EPA Brownfields Program website (<https://www.epa.gov/brownfields/brownfields-revolving-loan-fund-rlf-grants>).

II. SITE/BORROWER/SUBGRANTEE ELIGIBILITY REQUIREMENTS

All brownfield sites that will be addressed using RLF funds must be located within the geographic boundary described in the scope of work for this cooperative agreement (i.e., the EPA-approved workplan).

A. Brownfield Site Eligibility

1. Prior to performing site work, the CAR must provide information to the EPA Project Officer about each site that will be addressed under this cooperative agreement. The CAR may use cooperative agreement funds to prepare information that is provided to the EPA Project Officer. The information that must be provided includes whether the site meets the definition of a brownfield site as defined in § 101(39) of CERCLA and whether the CAR is a potentially responsible party under CERCLA § 107, is exempt from CERCLA liability, or has a defense to CERCLA liability.

2. If the site is excluded from the general definition of a brownfield site but is eligible for a property-specific funding determination, then the CAR may request a property-specific funding determination from the EPA Project Officer. In its request, the CAR must provide information sufficient for EPA to make a property-specific funding determination on how financial assistance will protect human health and the environment, and either promote economic development or enable the creation of, preservation of, or addition to parks, greenways, undeveloped property, other recreational property, or other property used for nonprofit purposes. The CAR must not incur costs for cleaning up sites requiring a property-specific funding determination by EPA until the EPA Project Officer has advised the CAR that EPA has determined that the property is eligible.

3. Brownfield Sites Contaminated with Petroleum

a. For any petroleum-contaminated brownfield site that is not included in the CAR's EPA-approved workplan, the CAR shall provide sufficient documentation to EPA prior to incurring costs under this cooperative agreement which documents that:

- i. the State determines there is “no viable responsible party” for the site;

- ii. the State determines that the person assessing, investigating, or cleaning up the site is a person who is not potentially liable for cleaning up the site; and

- iii. the site is not subject to any order issued under Section 9003(h) of the Solid Waste Disposal Act.

This documentation must be prepared by the CAR or the State, following contact and discussion with the appropriate state petroleum program official. Please contact the EPA Project Officer for additional information.

b. Documentation must include:

- i. the identity of the State program official contacted;
- ii. the State official's telephone number;
- iii. the date of the contact; and
- iv. a summary of the discussion relating to the State's determination that there is no viable responsible party and that the person assessing, investigating, or cleaning up the site is not potentially liable for cleaning up the site.

Other documentation provided by a State to the recipient relevant to any of the determinations by the State must also be provided to the EPA Project Officer.

c. If the State chooses not to make the determinations described in Section II.A.3. above, the CAR must contact the EPA Project Officer and provide the information necessary for EPA to make the requisite determinations.

d. EPA will make all determinations on the eligibility of petroleum-contaminated brownfield sites located on tribal lands (i.e., reservation lands or lands otherwise in Indian country, as defined at 18 U.S.C. § 1151). Before incurring costs for these sites, the CAR must contact the EPA Project Officer and provide the information necessary for EPA to make the determinations.

B. Borrower and Subgrantee Eligibility

1. The CAR may provide loans to an eligible entity, a site owner, a site developer, or another person without regard to whether the borrower is a for-profit organization. Borrowers do not have to own the property throughout the term of the loan unless ownership is required for the purpose of securing collateral or the CAR otherwise determines that borrower site ownership is necessary.

2. The CAR may only provide cleanup subgrants to an eligible entity or nonprofit organization to clean up sites owned by the eligible entity or nonprofit organization at the time of the award of the subgrant. Eligible subgrantees include eligible entities as defined under CERCLA § 104(k)(1), which includes nonprofit organizations exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, and other nonprofit organizations as defined at 2 CFR § 200.1. Nonprofit institutions of higher education as defined at 2 CFR § 200.1 are also eligible for cleanup subgrants. Nonprofit organizations described in Section 501(c)(4) of the Internal Revenue Code that do not engage in lobbying activities with the Federal government as defined in Section 3 of the Lobbying Disclosure Act of 1995 are eligible for loans and subgrants. Nonprofit organizations with 501(c)(4) tax exemption status that lobby the Federal government are not eligible for loans and subgrants.

3. The subgrantee must retain ownership of the site throughout the period of performance of the subgrant. The subgrantee must consult with the CAR, who in turn must consult with the EPA Project Officer prior to transferring title or otherwise conveying the real property comprising the site during the period of performance of the subgrant. Once the subgrant ends, the statutory ownership requirement is extinguished. For the purposes of this agreement, the term “owns” means fee simple title unless the EPA Project Officer approves a different ownership arrangement.

4. The CAR shall not provide a subgrant to itself or another component of its own unit of government or organization.

5. The CAR may discount loans, also referred to as the practice of forgiving a portion of loan principal. For an individual loan, the amount of principal discounted may be any percentage of the total loan amount up to 50%, provided that the total amount of the principal forgiven for that loan shall not exceed \$500,000 of the CAR's total award amount (EPA funds + cost share, if applicable – see Section IV.A.1. and IV.B.3.). Eligible entities and nonprofit organizations described in Section II.B.1. are eligible for discounted loans. **Private, for-profit entities are not eligible for discounted loans.** In addition to these terms, a discounted loan shall not be used in combination with a subgrant at the same site. The discounted amount in a discounted loan shall apply towards non-loan costs in the 50/50 split rule described in [Section IV.B.4.](#) (i.e., the discounted amount cannot apply towards the 50% of EPA funds + cost share, if applicable – see Section IV.A.1., that must be spent on loans and associated eligible programmatic expenses). The CAR may request a waiver of the discounted amount, discounted percentage, or the minimum 50/50 split by consulting with the EPA Project Officer for information about the waiver process. In general, a loan may not be discounted after it has already been executed. Any post-execution discounting has to be approved by the EPA Project Officer.

6. The CAR shall not loan or subgrant funds that will be used to pay for cleanup activities at a site for which a borrower or subgrantee is potentially liable under CERCLA § 107. In addition, the borrower or subgrantee may not be affiliated with a potentially liable person as described in CERCLA §§ 101(40) and 107(q)(1)(A)(ii). The CAR may rely on its own investigation which can include an opinion from the borrower's or subgrantee's counsel. However, the CAR must advise the borrower or subgrantee that the investigation and/or opinion of its subgrantee counsel is not binding on the Federal Government.

7. For approved eligible petroleum-contaminated brownfield sites, the borrower or subgrantee cleaning up the site must not be potentially liable for cleaning up the site. For brownfield grant purposes, an entity generally will not be considered potentially liable for petroleum contamination if it has not dispensed or disposed of petroleum or petroleumproduct at the site, has not exacerbated the contamination at the site, and has taken reasonable steps with regard to the contamination at the site.

8. The CAR shall maintain sufficient documentation supporting and demonstrating the eligibility of the sites, borrowers, and subgrantees.

9. A borrower or subgrantee must submit information regarding its overall environmental compliance history including any penalties resulting from environmental non-compliance at the site subject to the loan or subgrant. The CAR, in consultation with EPA, must consider this history in its analysis of the borrower or subgrantee as a cleanup and business risk.

10. An entity that is currently suspended, debarred, or otherwise declared ineligible cannot be a borrower or subgrantee. Refer to EPA's General Term and Condition "Suspension and Debarment" for additional information on this requirement.

C. Obligations for CARs, Borrowers, or Subgrantees

1. CARs, borrowers, or subgrantees who are eligible, or seek to become eligible, to receive a loan or subgrant must provide information indicating that cooperative agreement funds will not be used to pay for a response cost at a site for which the CAR, borrower, or subgrantee is potentially liable under CERCLA § 107. The CAR, borrower, or subgrantee must demonstrate that it meets the requirements for one of the Landowner Liability Protections as either a Bona Fide Prospective Purchaser (BFPP), Contiguous Property Owner (CPO), or Innocent Landowner (ILO). These requirements include certain threshold criteria and continuing obligations that must be met in order for the CAR, borrower, or subgrantee to maintain its eligible status. If the CAR, borrower, or subgrantee fails to meet these obligations, EPA may disallow the costs incurred under this cooperative agreement for cleaning up the site under CERCLA § 104(k)(8)(C). The Landowner Liability Protection requirements include:

- a. Performing "all appropriate inquiries" into the previous ownership and uses of the property before acquiring the property.
- b. Not being potentially liable or affiliated with any other person who is potentially liable for response costs at the site through: any direct or indirect familial relationship, any contractual, corporate, or financial relationship, or through the result of a reorganized business entity that was potentially liable.

While not necessary to obtain ILO protection, the CAR, borrower, or subgrantee must still establish by a preponderance of the evidence that the act or omission that caused the release or threat of release of hazardous substances and any resulting damages were caused by a third party with whom the person does not have an employment, agency, or contractual relationship.

- c. Demonstrating that no disposal of hazardous substances occurred at the facility after acquisition by the landowner (does not specifically apply for the CPO protection).
- d. Taking "reasonable steps" with respect to hazardous substance releases by stopping any continuing releases, preventing any threatened future releases, and preventing or limiting human, environmental, or natural resource exposure to any previously released hazardous substance.
- e. Complying with any land use restrictions established or relied on in connection with the response action at the site and not impeding the effectiveness or integrity of institutional controls employed in connection with the response action.
- f. Providing full cooperation, assistance, and access to persons that are authorized to conduct response actions or natural resource restoration at the site from which there has been a release or threatened release.

- g. Complying with information requests and administrative subpoenas (does not specifically apply for the ILO protection).
- h. Providing all legally required notices with respect to the discovery or release of any hazardous substances at the site (does not specifically apply for the ILO protection).

Notwithstanding the CAR's, borrower's, and subgrantee's continuing obligations under this agreement, the CAR, borrower, and subgrantee are subject to the applicable liability provisions of CERCLA governing its status as a BFPP, CPO, or ILO. CERCLA requires additional obligations to maintain the liability limitations for BFPP, CPO, and ILO; the relevant provisions for these obligations include §§ 101(35), 101(40), 107(b), 107(q) and 107(r).

CARs, borrowers, and subgrantees that are exempt from CERCLA liability or do not have to meet the requirements for asserting an affirmative defense to CERCLA liability must also comply with continuing obligation items c.-h.

III. GENERAL COOPERATIVE AGREEMENT ADMINISTRATIVE REQUIREMENTS

A. Sufficient Progress

1. This condition supplements the requirements of the Termination and Sufficient Progress Conditions in the General Terms and Conditions.

The EPA Project Officer will assess whether the recipient is making sufficient progress in implementing the cooperative agreement 2 years from the date of award and on an annual basis thereafter. If EPA determines that the CAR has not made sufficient progress in implementing the cooperative agreement, the CAR, if directed to do so, must implement a corrective action plan concurred on by the EPA Project Officer and approved by the Grants Management Officer or Award Official. Alternatively, EPA may terminate this agreement under 2 CFR § 200.340 either for material non-compliance with its terms or with the consent of the CAR, depending on the circumstances. Sufficient progress at 2 years and annually thereafter is indicated by the CAR having made a loan(s) and/or grant(s), but may also be demonstrated by a combination of all the following: hiring of all key personnel, the establishment and advertisement of the RLF, the development of one or more potential loans/subgrants, or other documented activities that demonstrate to EPA's satisfaction that the CAR will successfully perform the cooperative agreement.

2. Partial termination can occur if a CAR fails to complete the initial round of lending in the time schedule provided in the cooperative agreement. In this situation, as provided at 2 CFR § 200.340(a), the agreement may be partially terminated and the following actions may occur:

- a. Unused cooperative agreement funds will be deobligated by EPA;

- b. The cooperative agreement award may be amended to reflect the reduced amount of the cooperative agreement;
- c. EPA may determine whether sufficient funds remain to permit effective RLF operation; or
- d. EPA may terminate the agreement and recover the Federal share of its assets if it determines that the purpose of the cooperative agreement cannot be met.

B. Substantial Involvement

1. The EPA Project Officer will be substantially involved in overseeing and monitoring this cooperative agreement. Substantial involvement, includes, but is not limited to:
 - a. Close monitoring of the CAR's performance to verify compliance with the EPA-approved workplan and achievement of environmental results.
 - b. Participation in periodic telephone conference calls to share ideas, project successes and challenges, etc., with EPA.
 - c. Reviewing and commenting on quarterly and annual reports prepared under the cooperative agreement (the final decision on the content of reports rests with the recipient or subrecipients receiving pass-through awards).
 - d. Verifying sites meet applicable site eligibility criteria (including property-specific funding determinations described in Section II.A.2.), including when the CAR awards a subaward. The CAR must obtain technical assistance from the EPA Project Officer, or his/her designee, on which sites qualify as a brownfield site and determine whether the statutory prohibitions found in CERCLA § 104(k)(5)(B)(i)-(iv) apply. (Note, the prohibition does not allow a subrecipient to use EPA cooperative agreement funds to clean up a site for which the subrecipient is potentially liable under CERCLA § 107.)
 - e. Reviewing and approving Quality Assurance Project Plans and related documents or verifying that appropriate Quality Assurance requirements have been met where quality assurance activities are being conducted pursuant to an EPA-approved Quality Assurance Management Plan.
 - f. Monitoring the use of program income after the cooperative agreement project period ends.

Substantial involvement may also include, depending on the direction of the EPA Project Officer:

- g. Collaboration during the performance of the scope of work including participation in project activities, to the extent permissible under EPA policies. Examples of collaboration include:
 - i. Consultation between EPA staff and the CAR on effective methods of carrying out the scope of work provided the CAR makes the final decision on how to perform authorized activities.
 - ii. Advice from EPA staff on how to access publicly available information on EPA or other Federal agency websites.
 - iii. With the consent of the CAR, EPA staff may provide technical advice to the CAR's contractors or subrecipients provided the CAR approves any expenditures of funds necessary to follow advice from EPA staff. (The CAR remains accountable for performing contract and subaward management as specified in 2 CFR § 200.318 and 2 CFR § 200.332 as well as the terms of the EPA cooperative agreement.)
 - iv. EPA staff participation in meetings, webinars, and similar events upon the request of the CAR or in connection with a co-sponsorship agreement.
- h. Reviewing and approving that the Analysis of Brownfield Cleanup Alternatives (ABCA), or equivalent state Brownfields program document, meets the Brownfields Program's requirements for an ABCA.
 - i. Reviewing proposed procurements in accordance with 2 CFR § 200.325, as well as the substantive terms of proposed contracts or subawards (i.e., both subgrants and loans) as appropriate and discussing compliance with 50/50 split rule. If applicable, the EPA Project Officer may review the substantive terms of intra-governmental loans. The EPA Project Officer may review requests for proposals, invitations for bids, scopes of work, and/or plans and specifications for contracts over \$250,000 prior to advertising for bids.
 - j. Reviewing the qualifications of key personnel. (EPA does not have the authority to select employees or contractors, including consultants, employed by the CAR or subrecipients receiving pass-through awards.)
 - k. Reviewing information in performance reports to ensure all costs incurred by the CAR, borrower, subgrantee, and/or its contractor(s) if needed to ensure appropriate expenditure of grant funds.

EPA may waive any of the provisions in Section III.B.1., except for property-specific funding determinations. The EPA Project Officer will provide waivers to provisions a. – f. in Section III.B.1. in writing.

2. Effects of EPA's substantial involvement include:

- a. EPA's review of any project phase, document, or cost incurred under this cooperative agreement will not have any effect upon CERCLA § 128 *Eligible Response Site* determinations or rights, authorities, and actions under CERCLA or any Federal statute.
- b. The CAR remains responsible for ensuring that all cleanups are protective of human health and the environment and comply with all applicable Federal and state laws. If changes to the expected cleanup become necessary based on public comment or other reasons, the CAR must consult with the EPA Project Officer and the State.
- c. The CAR and its subrecipients remain responsible for ensuring costs are allowable under 2 CFR Part 200, Subpart E.

C. Cooperative Agreement Recipient Roles and Responsibilities

1. All additional sites selected for eligible activities throughout the period of performance (i.e.,

sites that were not identified in the workplan) must be located within the geographic boundary(ies) identified by the CAR in the workplan.

If the CAR has another open RLF cooperative agreement that was awarded in FY23 or later, criteria for selecting additional sites should consider the prioritization criteria identified in the FY23 or later application, FY23 or later RLF Supplemental Funding request, the workplan, or developed during implementation of the workplan. Note, subgrant criteria developed during the implementation of the workplan should lead to the CAR addressing sites in areas with similar characteristics to the areas discussed in the FY23 or later application or FY23 or later Supplemental Funding request.

2. CARs, other than state or Tribal entities, that procure a contractor(s) (including consultants) where the contract will be more than the micro-purchase threshold in 2 CFR § 200.320(a)(1) (\$10,000 for most CARs) must select the contractor(s) in compliance with the competitive procurement standards in 2 CFR Part 200 (including the requirements for full and open competition). Additionally, all CARs (including State and Tribal entities), regardless of the contract amount, must comply with EPA's regulations at 40 CFR Part 33 as applicable. For additional information on these requirements, see <https://www.epa.gov/grants/rain-2025-g02> and the "Utilization of Disadvantaged Business Enterprises" General Term and Condition of this agreement. These requirements also apply to procurement processes that were completed before the award of this cooperative agreement, to include if the CAR intends to submit payment requests for pre-award costs. See the [Brownfields Grants: Guidance on Competitively Procuring a Contractor](#) for additional information.

CARs may procure multiple contractors to ensure the appropriate expertise is in place to perform work under the agreement (e.g., expertise to provide oversight on site cleanup activities vs. community engagement) and to allow the ability for work be performed concurrently at multiple sites within the defined and approved geographic boundary.

3. The CAR is responsible for establishing an RLF team that will implement the program and assign a Program Manager for coordinating the team's activities as outlined below.

4. The CAR must acquire the services of a Qualified Environmental Professional(s) as defined in 40 CFR § 312.10, if it does not have such a professional on staff, to provide technical assistance, advice, and expertise to the CAR while the borrower or subgrantee and their cleanup contractor direct the cleanup at a given site.

5. The CAR shall act as or appoint a qualified "fund manager" to carry out responsibilities that relate to financial management of the loan and/or subgrant program. However, the CAR remains accountable to EPA for the proper expenditure of cooperative agreement funds. Any funding arrangements between the CAR and the fund manager must be consistent with 2 CFR Parts 200 and 1500 and [EPA's Subaward Policy](#). Additional information is available in EPA's [Best Practice Guide for Procuring Services, Supplies, and Equipment Under EPA Assistance Agreements](#).

6. The CAR shall appoint appropriate legal counsel if counsel is not already available. Counsel must review all loan/subgrant agreements prior to execution unless the EPA Project Officer waives this requirement.

7. The CAR is responsible for ensuring that borrowers and subgrantees comply with the terms of their agreements with the CAR, and that agreements between the CAR and borrowers and subgrantees are consistent with the terms and conditions of this agreement.

8. When the CAR makes loans and subgrants under this agreement, they become a pass-through entity for the purposes of the subrecipient oversight and management requirements of [2 CFR §§ 200.331 through 200.332](#). Requirements for oversight and management of subgrantees are supplemented in EPA's National Term and Condition for Subawards "Establishing and Managing Subawards" which is included in the General Terms and Conditions of this Cooperative Agreement.

9. The following requirements apply when a pass-through entity (CAR) makes loans. These requirements apply to loans and borrowers in lieu of those specified in EPA's "Establishing and Managing Subawards" National Term and Condition for Subawards.
 - a. Pass-through entities must establish and follow a system that ensures all loan agreements are in writing and contain all of the elements required by [2 CFR § 200.332\(b\)](#) with the exception of the indirect cost provision of 2 CFR § 200.332(b)(4), the applicability of the Procurement Standards in 2 CFR Part 200, and the "Consultant Fee Cap" described in 2 CFR 1500.10. EPA has developed an optional template for subaward agreements that is available in [Appendix D of EPA's Subaward Policy](#) which may also be used for loan agreements.

 - b. Borrowers must comply with the internal control requirements specified at [2 CFR § 200.303](#) and are subject to the 2 CFR Part 200, Subpart F, *Audit Requirements*. The pass-through entity (CAR) must include a condition in all loans that requires borrowers to comply with this requirement. No other provisions of the Uniform Grants Guidance, including the Procurement Standards, apply directly to borrowers.

c. Prior to making loans or subgrants, the pass-through entity (CAR) must ensure that each borrower or subgrantee has a "unique entity identifier." This identifier is required for registering in the [System for Award Management](#) (SAM) and by [2 CFR Part 25](#) and [2 CFR § 200.332\(b\)\(1\)](#), but based on [2 CFR § 25.300](#), borrowers and subgrantees do not have to register in SAM. The unique entity identifier (UEI) is generated when an entity registers in SAM. Information on registering in SAM and obtaining a UEI is available in the General Condition of the pass-through entity's (CAR's) agreement with EPA entitled "*System for Award Management and Universal Identifier Requirements.*"

d. The pass-through entity (CAR) must ensure that the terms of all loan agreements and subgrants require that borrowers and subgrantees comply with [2 CFR Part 170, Reporting Subaward and Executive Compensation](#) under Federal Funding Accountability and Transparency Act (FFATA) set forth in the General Condition of the pass-through entity's (CAR's) agreement with EPA entitled "*Reporting Subawards and Executive Compensation.*"

e. In addition to other prudent lending practices described, in [Section VI.](#) below, pass-through entities (CARs) must comply with EPA's General T&Cs (Establishing and Managing Subawards).

10. As the pass-through entity, the CAR must report to EPA on its borrower and subgrantee monitoring activities under [2 CFR § 200.332\(e\)](#), including the following information as part of the CAR's quarterly performance reporting:

- a. Summaries of results of reviews of financial and programmatic reports;
- b. Summaries of findings from site visits and/or desk reviews to ensure effective borrower or subgrantee performance;
- c. Environmental results the borrower or subgrantee achieved;
- d. Summaries of audit findings and related pass-through entity management decisions, if any; and
- e. Actions the pass-through entity has taken to correct any deficiencies such as those specified at [2 CFR § 200.332\(d\), \(f\), and \(i\)](#); [2 CFR § 200.208, Specific conditions](#); and the [2 CFR § 200.339, Remedies for Noncompliance](#).

11. Cybersecurity – The recipient agrees that when collecting and managing environmental data under this cooperative agreement, it will protect the data by following all applicable State or Tribal Law cybersecurity requirements.

a. EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement are secure. For purposes of this section, a connection is defined as a

dedicated persistent interface between an Agency Information Technology (IT) system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer no later than 90 days after the date of this award and work with the designated Regional/ Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

b. The recipient agrees that any subawards it makes under this agreement will

require the subrecipient to comply with the requirements in Cybersecurity Section a. above if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR § 200.332(e), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

12. All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at www.fgdc.gov.

D. Quarterly Performance Reports

1. In accordance with the regulations at 2 CFR Parts 200 and 1500 (specifically, 2 CFR § 200.329, *Monitoring and Reporting Program Performance*), the CAR agrees to submit quarterly performance reports to the EPA Project Officer within 30 days after each reporting period. Initially, quarterly performance reports will be submitted via email or via the optional Quarterly Reporting function tool within the Assessment, Cleanup and Redevelopment Exchange System (ACRES). The EPA Project Officer will notify the CAR when use of the Quarterly Reporting tool within ACRES is required. Once the EPA Project Officer notifies the CAR of required use, the CAR agrees to use this tool to input quarterly performance reports directly into ACRES within 30 days after each reporting period. The reporting periods are October 1 – December 31 (1st quarter); January 1 – March 31 (2nd quarter); April 1 – June 30 (3rd quarter); and July 1 – September 30 (4th quarter). If a due date falls on a weekend or holiday, the report will be due on the next business day.

These reports shall cover work status, work progress, difficulties encountered, preliminary data results, and a statement of activity anticipated during the subsequent reporting period, including a description of equipment, techniques, and materials to be used or evaluated. A discussion of expenditures and financial status for each workplan task, along with a comparison of the percentage of the project completed to the project schedule and an explanation of significant discrepancies from the EPA-approved workplan and budget shall be included in the report. The report shall also include any changes of key personnel concerned with the project that were approved by the EPA Grants Management Officer or Award Official. (Note, as provided at 2 CFR § 200.308, *Revision of budget and program*, the CAR must seek prior approval from the EPA Grants Management Officer or Award Official for a change in a key personnel (including employees and contractors) that are identified by name or position in the workplan. Prior approval means the written approval obtained in advance of a recipient taking an action by an

authorized official of a Federal agency or pass-through entity of certain costs or programmatic decisions.)

2. The CAR must submit performance reports on a quarterly basis in ACRES using the Revolving Loan Fund Quarterly Report function. Quarterly performance reports must include:

a. A summary that clearly differentiates between activities completed with EPA funds provided under the Brownfield RLF cooperative agreement, including the required cost share, if applicable – see Section IV.A.1., and related activities completed with other sources of leveraged funding.

b. A summary and status of approved activities performed during the reporting quarter; a summary of the performance outputs/outcomes achieved during the reporting quarter; and a description of problems encountered during the reporting quarter that may affect the project schedule.

c. A comparison of actual accomplishments to the anticipated outputs/outcomes specified in the EPA-approved workplan and reasons why anticipated outputs/outcomes were not met.

d. An update on the project schedule and milestones, including an explanation of any discrepancies from the EPA-approved workplan.

e. A list of the loans and/or subgrants during the reporting quarter.

f. The amount of the cooperative agreement's total award amount (EPA funds + cost share, if applicable – see Section IV.A.1.) that has been committed thus far on loan costs and non-loan costs, respectively, and whether the cooperative agreement is expected to meet the 50/50 split by the end of the cooperative agreement project period for the cooperative agreement's current total award amount.

g. A budget summary table with the following information: current approved project budget; EPA funds drawn down during the reporting quarter; costs drawn down to date (cumulative expenditures); cost share contributions, if applicable – see Section IV.A.1.; program income generated and used (e.g., program income received and disbursed during the reporting quarter and during the entire cooperative agreement, and the amount of program income remaining); and total remaining funds. The budget summary table must include costs that are charged to the “other” budget object class category (e.g., subawards, etc.).

The CAR shall include an explanation of any discrepancies in the budget from the EPA-approved workplan, cost overruns or high unit costs, and other pertinent information. Program income accounting records must differentiate program income generated from interest and fees, versus program income generated from principal repayments. If significant developments occur that negatively impact the Federal Award, the CAR shall include information on their plan for corrective action and any assistance needed to resolve the situation. The CAR shall include a statement on funding transfers^[1] among direct budget categories or programs, functions and activities that occurred during the quarter and cumulatively during the period of

performance.

Note: ACRES reporting requirements may change over time, based on expansion of EPA's information collection authority, and the CAR is responsible for complying with the latest ACRES reporting requirements at the time of each quarterly performance report. The EPA Project Officer will notify the CAR when ACRES reporting requirements specific to Brownfields RLF change.

Note: Each property where cleanup activities were performed and/or completed must have its corresponding information updated in ACRES (or via the Property Profile Form with prior approval from the EPA Project Officer) prior to submitting the quarterly performance report (see [Section III.E.](#) below).

3. For the loans executed by the CAR under this agreement, the CAR must also report on the following items as part of the CAR's quarterly performance reporting:

a. Summaries of results of reviews of borrower financial and programmatic reports.

b. Environmental results achieved by the borrower.

4. The CAR must maintain records that will enable it to report to EPA on the amount of funds (direct EPA funding, cost share, if applicable – see Section IV.A.1., and program income) disbursed by the CAR to clean up specific properties under this cooperative agreement.

5. In accordance with 2 CFR § 200.329(e), the CAR agrees to inform the EPA Project Officer as soon as problems, delays, or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the EPA-approved workplan.

E. ACRES Data Submission

1. Property Profile Form: The CAR must report on interim progress (e.g., loan signed, clean up started) and any final accomplishments (e.g., clean up completed, contaminants removed, institutional controls required, engineering controls required, leveraged dollars and/or jobs) by completing and submitting relevant portions of the electronic Property Profile Form using the Assessment, Cleanup and Redevelopment Exchange System (ACRES). The CAR must enter the data in ACRES as soon as the interim action or final accomplishment has occurred, or within 30 days after the end of each reporting quarter. The CAR must enter any new data into ACRES prior to submitting the quarterly performance report to the EPA Project Officer. The CAR must utilize the electronic version of the Property Profile Form in ACRES unless approval is obtained from the EPA Project Officer to use the hardcopy version of the Property Profile Form or its use is included in the approved workplan.

2. Brownfields RLF Form: Additionally, the CAR must also report program income details quarterly on the Brownfields RLF Form, which is located on the CAR's RLF cooperative agreement homepage in ACRES.

F. Final Cooperative Agreement Performance Report with Environmental Results

1. In accordance with the regulations at 2 CFR Parts 200 and 1500 (specifically, § 200.329 *Monitoring and Reporting Program Performance* and 2 CFR § 200.344(a), *Closeout*), the CAR agrees to submit to the EPA Project Officer within 120 days after the expiration or termination of the approved project period a final performance report on the cooperative agreement via email, unless the EPA Project Officer agrees to accept a paper copy of the report. The final performance report shall document and summarize the elements listed in Section III.D.2., as appropriate, for activities that occurred over the entire project period. In addition, when applicable, the CAR must include required documentation associated with an EPA-approved waiver for not meeting the minimum 50/50 split by the end of the cooperative agreement's project period.

IV. FINANCIAL ADMINISTRATION REQUIREMENTS

A. Cost Share Requirement

1. As provided in IIJA, no cost share is required for this agreement. However, the CAR may have an open non-IIJA funded RLF cooperative agreement where cost share is required as part of its overall RLF program. Therefore, any references to cost share in these Terms and Conditions are related to the overall RLF program (i.e., cost share associated with a non-IIJA funded RLF cooperative agreement).

B. Eligible Uses of the Funds for the Cooperative Agreement Recipient, Borrower, and/or Subgrantee

1. To the extent allowable under the EPA-approved workplan, the CAR may use cooperative agreement funds to capitalize a revolving loan fund to be used for loans or subgrants for cleanup and for eligible programmatic expenses. Eligible programmatic expenses may include activities described in [Section V](#) of these Terms and Conditions. In addition, eligible programmatic expenses may include:

- a. Determining whether RLF cleanup activities at a particular site are authorized by CERCLA § 104(k).
- b. Ensuring that an RLF cleanup complies with applicable requirements under Federal and state laws, as required by CERCLA § 104(k).

- c. Ensuring the adequacy of each RLF cleanup as it is implemented, including overseeing the borrowers and/or subgrantees activities to ensure compliance with applicable Federal and state environmental requirements.

- d. Preparing and updating an Analysis of Brownfield Cleanup Alternatives (ABCA) which will include information about the site and contamination issues, cleanup standards, applicable laws, alternatives considered, and the proposed cleanup.

- e. Developing a Quality Assurance Project Plan (QAPP) as required by 2 CFR § 1500.12. The specific requirement for a QAPP is outlined in Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance available at <https://www.epa.gov/grants/implementation-quality-assurance-requirements-organizations-receiving-epa-financial>.

- f. Performing limited site characterization to confirm the effectiveness of the proposed cleanup design or the effectiveness of a cleanup once an action has been completed.

- g. Ensuring that public participation requirements are met. This includes preparing a Community Involvement Plan which will include reasonable notice, opportunity for public involvement and comment on the proposed cleanup, and response to comments.

- h. Establishing an Administrative Record for each site.

- i. Ensuring that the site is secure if a borrower or subgrantee is unable or unwilling to complete a brownfield site cleanup.

- j. Using a portion of a loan or subgrant to purchase environmental insurance for the site. [The loan or subgrant shall not be used to purchase insurance intended to provide coverage for any of the ineligible uses under [Section IV.](#), *Ineligible Uses of the Funds for the Cooperative Agreement Recipient, Borrower, and/or Subgrantees.*]

- k. Any other eligible programmatic costs, including costs incurred by the recipient in making and managing a loan or subgrant; obtaining RLF fund manager services; quarterly reporting to EPA including preparation of Property Profiles; awarding, managing and monitoring loans and subgrants as required by the terms of this agreement implementing 2 CFR § 200.332 and the “Establishing and Managing Subawards” General Term and Condition; and carrying out outreach pertaining to the loan and subgrant program to potential borrowers and subgrantees.

- l. Borrower and subgrantee progress reporting to the CAR.

2. The CAR must maintain records that will enable it to report to EPA on the amount of costs incurred by the CAR, borrowers, or subgrantees at brownfield sites.

3. Each site being remediated via an RLF subgrant is limited to a total of \$500,000 of the CAR's total award amount (i.e., funds EPA awards directly to the CAR for all open RLF grants and any associated cost share, if applicable – see Section IV.A.1.). The term “CAR's total award amount” is used to represent the EPA funds + cost share (if applicable – see Section IV.A.1.) from all of the CAR's open RLF grants (i.e., the term considers the RLF program as a single, unified program rather than separate open RLF cooperative agreements; it does not include any funding from cooperative agreements that the CAR has already closed out). The total award amount also never includes program income earned while the cooperative agreement is open or retained and post-closeout program income. For the purposes of determining compliance with the subgrant cap, the value of any technical assistance the CAR provides to the subgrantee (e.g., an ABCA paid for with EPA funds or cost share, if applicable – see Section IV.A.1.) would not be included in the subgrant and does not count towards the \$500,000 per site cap. However, any expenses charged to the subgrant by the subgrantee (e.g., including the cost of an ABCA) would count towards the \$500,000 subgrant cap. Private, for-profit entities are not eligible for subgrants.

4. At least 50% of each open cooperative agreement's total award amount (i.e., EPA funds + cost share, if applicable – see Section IV.A.1.) must be used by the CAR to provide loans for the cleanup of eligible brownfield sites and associated eligible programmatic costs by the end of the cooperative agreement project period. The remaining EPA funding and cost share, if applicable – see Section IV.A.1., may be used for all other eligible programmatic costs that are not associated with loans, such as subgrants, forgiven principal in discounted loans, and eligible programmatic costs to manage/market the RLF. This is referred to as the 50/50 split rule, which addresses the minimum ratio of loan costs to non-loan costs required for the cooperative agreement's total award amount by the end of the cooperative agreement project period. CARs are not required to meet the 50/50 split rule “proportionally” when drawing down funds, but the EPA Project Officer will monitor to confirm the CAR is on track to meet the minimum 50/50 split by the end of the cooperative agreement.

The CAR may request a waiver of the \$500,000 subgrant limit or the minimum 50/50 split by seeking a waiver through the EPA Project Officer who can provide information on the waiver process. However, a waiver is not required for either requirement when only program income is used, since subgrants that are funded with 100% program income are not limited in amount and do not contribute to this 50% limitation. A waiver is also not required for the discounted amount of a loan if the loan is funded with 100% program income. Furthermore, if program income and/or post-closeout program income are combined with EPA funds and/or cost share (if applicable – see Section IV.A.1.) the program income and post-closeout program income must not be included in the total subgrant or loan amount for the purposes of determining compliance with the subgrant cap, discounted loan limits, or 50/50 split rule.

If the CAR has more than one open RLF cooperative agreement and would like to close out the older cooperative agreement more quickly, the CAR has the option of:

a. Submitting a waiver request to the EPA Project Officer requesting to apply the 50/50 split rule to the CAR's RLF program as a whole for all open RLF cooperative agreements, rather than to each open RLF cooperative agreement individually, on one condition: if one of those open RLF grants closes out (i.e., project period ends) and that closing cooperative agreement does not meet the 50/50 split requirement on its own due to excessive non-loan costs, the CAR must continue to include that cooperative agreement in the 50/50 split calculation for the other open cooperative agreement going forward. This allows the 50/50 split rule to be honored for the entire open RLF program.

b. Requesting that the EPA Project Officer and Grants Management Officer allow shifting of programmatic costs (loan and non-loan costs) between the two open cooperative agreements, in accordance with 2 CFR § 200.405(c), to better achieve the CAR's RLF program priorities. Once the oldest cooperative agreement closes out, the workplan and budget for the remaining open cooperative agreement would need to be amended to include programmatic costs.

5. To determine whether a cleanup subgrant is appropriate, the CAR must consider the following as required by CERCLA § 104(k)(3)(C):

a. The extent to which the subgrant will facilitate the creation of, preservation of, or addition to a park, greenway, undeveloped property, recreational property, or other property used for nonprofit purposes;

b. The extent to which the subgrant will meet the needs of a community that has the inability to draw on other sources of funding for environmental remediation and subsequent redevelopment of the area in which a brownfield site is located because of the small population or low income of the community;

c. The extent to which the subgrant will facilitate the use or reuse of existing infrastructure; and

d. The benefit of promoting the long-term availability of funds from a revolving loan fund for brownfield remediation.

The CAR must maintain sufficient records to support and document these determinations.

6. Under CERCLA § 104(k)(5)(E), CARs and subgrantees may use up to 5% of the direct EPA funding plus the CAR's cost share, if applicable – see Section IV.A.1., for this cooperative agreement for administrative costs, including indirect costs under 2 CFR § 200.414. The limit on administrative costs for the CAR under this agreement is **\$250,000**. The total amount of indirect costs and any direct costs for cooperative agreement administration by the CAR paid for by EPA under the cooperative agreement, or used to meet the recipient's cost share, if applicable – see Section IV.A.1., shall not exceed this amount. Note that additional administrative costs may be allowed when using program income received under this cooperative agreement during the period of performance (see Section IV.D.2.). Subgrantees and borrowers may use up to 5% of the amount of Federal funds (direct EPA funding, cost share – if applicable – see Section IV.A.1, and program income) in their subawards for administrative costs. As required by 2 CFR § 200.403(d), the CAR and subgrantees must classify administrative costs as direct or indirect consistently and shall not classify the same types of costs in both categories. [Note: Borrowers may charge direct administrative costs to their loan, but borrowers cannot charge indirect costs.]

The term “administrative costs” does not include:

a. Investigation and identification of the extent of contamination of a brownfield site;

- b. Design and performance of a response action; or
- c. Monitoring of a natural resource.

Eligible cooperative agreement and subgrant administrative costs subject to the 5% limitation include direct costs for:

- a. Costs incurred to comply with the following provisions of the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* at 2 CFR Parts 200 and 1500 other than those identified as programmatic.
 - i. Record-keeping associated with equipment purchases required under 2 CFR § 200.313;
 - ii. Preparing revisions and changes in the budgets, scopes of work, program plans, and other activities required under 2 CFR § 200.308;
 - iii. Maintaining and operating financial management systems required under 2 CFR § 200.302;
 - iv. Preparing payment requests and handling payments under 2 CFR § 200.305;
 - v. Financial reporting under 2 CFR § 200.328;
 - vi. Non-Federal audits required under 2 CFR Part 200, Subpart F; and
 - vii. Closeout under 2 CFR § 200.344 with the exception of preparing the recipient's final performance report. Costs for preparing this report are programmatic and are not subject to the 5% limitation on direct administrative costs.
- b. Pre-award costs for preparation of the proposal and application for this cooperative agreement (including the final workplan) or applications for subgrants are not allowable as direct costs but may be included in the CAR's or subrecipient's indirect cost pool to the extent authorized by 2 CFR § 200.460.
- c. Borrowers may use up to 5% of the amount of the Federal funds in the loan for loan administration costs. Eligible administrative costs for borrowers include direct costs for:

i. Salaries, benefits, and other compensation for persons who are not directly engaged in the cleanup of the site (e.g., marketing and human resource personnel), but only to the extent to which these persons activities support the cleanup and subsequent re-use of the site;

ii. Facility costs such as depreciation, utilities, and rent on the borrower's administrative offices; and

iii. Supplies and equipment not used directly for cleanup at the site.

d. Eligible direct costs for loan administration include expenses for:

i. Preparing revisions and changes in the budget, workplans, and other documents required under the loan agreement;

ii. Maintaining and operating financial management and personnel systems;

iii. Preparing payment requests and handling payments; and

iv. Audits including non-Federal audits required under 2 CFR Part 200, Subpart F.

e. Borrowers shall not use loan funds for indirect costs even if the borrower has an indirect cost rate approved by a cognizant Federal agency.

7. Local Governments Only. If authorized in the EPA-approved workplan and budget narrative, up to 10% of the funds awarded by this agreement may be used by the CAR itself as a programmatic cost for Brownfield Program development and implementation of monitoring health conditions and institutional controls. The health monitoring activities must be associated with brownfield sites at which at least a Phase II environmental site assessment is conducted, and the assessment indicates that the sites are contaminated with hazardous substances. The CAR must maintain records on funds that will be used to carry out this task to ensure compliance with this requirement.

8. If the CAR makes a subgrant to a local government that includes an amount (not to exceed 10% of the subgrant) for Brownfields Program development and implementation, the terms and conditions of that agreement must include a provision that ensures that the local government subgrantee maintains records adequate to ensure compliance with the limits on the amount of subgrant funds that may be expended for this purpose.

C. Ineligible Uses of the Funds for the Cooperative Agreement Recipient, Borrower, and/or Subgrantee

1. Cooperative agreement funds shall not be used by the CAR, borrower and/or subgrantee for any of the following activities:

a. Pre-cleanup Phase I and Phase II environmental site assessment activities with the exception of site monitoring activities that are reasonable and necessary during the cleanup process, including determination of the effectiveness of a cleanup;

b. Monitoring and data collection necessary to apply for, or comply with, environmental permits under other Federal and state laws, unless such a permit is required as a component of the cleanup action;

c. Construction, demolition, and post-cleanup site development activities that are not cleanup actions (e.g., marketing of property (activities or products created specifically to attract buyers or investors), construction of a new facility, or addressing public or private drinking water supplies that have deteriorated through ordinary use);

d. Job training activities unrelated to performing a specific cleanup at a site (i.e., on the job training) covered by a loan or subgrant;

e. To pay for a penalty or fine;

f. To pay a Federal cost share requirement (e.g., a cost share required by another Federal grant) unless there is specific statutory authority;

g. To pay for a response cost at a brownfield site for which the CAR or recipient of the subgrant or loan is potentially liable under CERCLA § 107;

h. To pay a cost of compliance with any Federal law, excluding the cost of compliance with laws applicable to the cleanup; and

i. Unallowable costs (e.g., lobbying and purchases of alcoholic beverages) under 2 CFR Part 200, Subpart E.

2. Cooperative agreement funds shall not be used for any of the following properties:

- a. Facilities listed, or proposed for listing, on the National Priorities List (NPL);
- b. Facilities subject to unilateral administrative orders, court orders, and administrative orders on consent or judicial consent decree issued to or entered by parties under CERCLA;
- c. Facilities that are subject to the jurisdiction, custody, or control of the United States government except for land held in trust by the United States government for an Indian Tribe; or
- d. A site excluded from the definition of a brownfield site for which EPA has not made a property-specific funding determination.

D. Use of Program Income – During the Performance Period

1. Program income for the RLF shall be defined as the gross income received by the recipient, directly generated by the cooperative agreement award or earned during the period of the award. Program income shall include principal repayments, interest earned on outstanding loan principal, interest earned on accounts holding RLF program income not needed for immediate lending, all loan fees and loan-related charges received from borrowers and other income generated from RLF operations including proceeds from the sale, collection, or liquidations of assets acquired through defaults of loans.
2. In accordance with 2 CFR § 200.307 and 2 CFR § 1500.8, during the performance period of the cooperative agreement, the CAR is authorized to add program income to the funds awarded by EPA and use the program income under the same terms and conditions of this agreement unless otherwise specified (e.g., [Section IV.B.4.](#) regarding the minimum 50/50 split). Accordingly, program income may be used for administrative costs, including any applicable indirect costs, provided that the total amount of funds used for administrative costs does not exceed 5% of the sum of direct EPA funding plus the cost share, if applicable – see Section IV.A.1., and program income the CAR generates. CARs that intend to use program income for cost share for any other Brownfield Grants under 2 CFR § 200.307(b)(3) must obtain prior approval from the EPA Grant Management Officer or Award Official unless the cost share method for using program income was approved at time of award. Note that repayments of principal for loans made all or in part with cooperative agreement funds shall not be used for cost share for any other Brownfield Grants. These repayments of principal must be returned to the CAR's Brownfields Revolving Loan Fund.
3. In accordance with 2 CFR § 1500.8(c), to continue the mission of the Brownfields Revolving Loan Fund, recipients may use cooperative agreement funding prior to using program income funds generated by the revolving loan fund.
4. The CAR that elects to use program income to cover all or part of an RLF's programmatic costs shall maintain adequate accounting records and source documentation to substantiate the amount and percent of program income expended for eligible RLF programmatic costs, and comply with OMB cost principles at 2 CFR Part 200, Subpart E when charging costs against program income. For any cost determined by EPA to have been an ineligible or unallowable use of program income, the recipient shall reimburse the RLF or refund the amount to EPA as directed by the EPA Action Official in its disallowance determination. EPA will notify the recipient of the time period allowed for reimbursement or refund.

5. Loans or subgrants made with a combination of program income, post-closeout program income, cost share, if applicable – see Section IV.A.1., and/or direct funding from EPA are subject to the same terms and conditions as those applicable to this agreement. Loans and subgrants made with direct funding from EPA and/or cost share, if applicable – see Section IV.A.1., in combination with non-Federal sources of funds are also subject to the same terms and conditions of this agreement.

6. The CAR must obtain the EPA Project Officer approval of the substantive terms of loans and subgrants made entirely with program income unless this requirement is waived by the EPA Project Officer.

E. Interest-Bearing Accounts

1. The CAR (as well as any subgrantees) must deposit advances of cooperative agreement funds (as described in [Section VII.A., Methods of Disbursement](#)) and program income (as defined earlier) in an interest-bearing account unique to this cooperative agreement [i.e., separate from funds for another open RLF cooperative agreement, and separate from post-closeout program income governed under a Closeout Agreement (COA) since separate reporting of funds is required under a COA]. Consistent with 2 CFR 200.305(b)(9) as well as the unique accounting requirements for states under 2 CFR 200.302(a) and 200.305(a), the CAR does not have to establish entirely separate bank accounts for EPA funds. The CAR does, however, have to be able to account for EPA funds (including cost share, if applicable – see Section IV.A.1., and program income) received, obligated, and expended, and Federal funds must be deposited and maintained in insured accounts whenever possible as required by the regulation. Subaccounts are allowed, as long as the interest earned and all funds for each of the CAR's open and post-closeout RLF grants can be accounted for accurately by the CAR.

2. With the exception of state CARs, which are subject to applicable Treasury regulations, CARs (as well as any subgrantees) must place advances of EPA funds (and other Federal funds as well) in interest bearing accounts as provided in 2 CFR § 200.305(b)(11). Advances of EPA funds must be maintained in an account that is separate from the post-closeout program income in the RLF. While interest earned by CARs on advances of EPA funds should be minimal given the regulatory and T&C requirements for prompt disbursement of drawn down funds, any interest the CAR does earn on advanced Federal funds is subject to 2 CFR § 200.305(b)(12). This regulation generally requires that interest on advanced Federal funds in excess of \$500 must be transmitted annually to the U.S. Department of Health and Human Services.

3. Interest earned on program income is considered additional program income.

F. Closeout Agreement and Use of Post Cooperative Agreement (i.e., Post-Closeout) Program Income

1. As provided at 2 CFR § 200.307(f) and 2 CFR § 1500.8(c), after the end of the period of performance of the cooperative agreement, the CAR may keep and use program income at the end of the cooperative agreement (retained program income) and use program income earned after the cooperative agreement period of performance (post-closeout program income) in accordance with terms of a COA. At the end of the cooperative agreement period of performance, the CAR shall comply with the attached COA. The COA goes into effect for this assistance agreement number the day after the cooperative agreement period of performance ends unless otherwise designated by the EPA Grants Management Officer or Award Official. The period of performance is identified as the project period in the Notice of Award.

2. This COA is based on the FY22 RLF COA template. EPA plans to modify RLF COA templates every five years. EPA reserves the right to renegotiate the terms of this RLF COA every five years, in conjunction with the template change (e.g., next change will be in FY27). If the CAR agrees to continue to operate the RLF under a COA past FY27, the CAR shall work with the EPA Project Officer to update to the latest COA template. Otherwise, the Project Officer and CAR will negotiate a mutually acceptable disposition of unused program income, and an Authorized EPA Official (e.g., Grants Management Officer or Award Official) will modify the COA accordingly.

V. RLF REQUIREMENTS

A. Authorized RLF Cleanup Activities

1. The CAR, or borrower/subgrantee with CAR concurrence, shall prepare an ABCA, or equivalent state Brownfields program document, which will include information about the site and contamination issues (i.e., exposure pathways, identification of contaminant sources, etc.); cleanup standards; applicable laws; alternatives considered; and the proposed cleanup. The evaluation of alternatives must include effectiveness, ability to implement, and the cost of the response proposed. The evaluation of alternatives must also consider the resilience of the remedial options to address potential adverse impacts caused by extreme weather events (e.g., sea level rise, drought, increased frequency and intensity of flooding, etc.). The alternatives may additionally consider the degree to which they reduce greenhouse gas discharges, reduce energy use or employ alternative energy sources, reduce volume of wastewater generated/disposed of, reduce volume of materials taken to landfills, and recycle and re-use materials generated during the cleanup process to the maximum extent practicable. The evaluation will include an analysis of reasonable alternatives including no action. The cleanup method chosen must be based on this analysis and documented in a decision document upon completion of the public comment period. The CAR, or borrower/subgrantee with CAR concurrence, must consult with the relevant state program (or EPA if there is not a state program that covers the site) to determine if the selected cleanup requires formal modification based on public comments or new information.

2. Prior to conducting or engaging in any on-site activity with the potential to impact historic properties (such as invasive sampling or cleanup), the CAR shall consult with the EPA Project Officer regarding potential applicability of the National Historic Preservation Act (NHPA) (16 USC § 470) and, if applicable, shall assist EPA in complying with any requirements of the NHPA and implementing regulations.

B. Quality Assurance (QA) Requirements

Authority: Quality Assurance applies to all assistance agreements involving environmental information as defined in [2 C.F.R. § 1500.12](#) Quality Assurance.

When environmental data are collected as part of the brownfield cleanup (e.g., cleanup verification sampling, post-cleanup

confirmation sampling), the CAR shall comply with 2 CFR § 1500.12 requirements to develop and implement quality assurance practices sufficient to produce data adequate to meet project objectives and to minimize data loss. State law may impose additional QA requirements.

The recipient shall ensure that subawards involving environmental information issued under this agreement include appropriate quality requirements for the work. The recipient shall ensure sub-award recipients develop and implement a Quality Assurance (QA) planning document in accordance with this term and condition; and/or ensure sub-award recipients implement all applicable approved QA planning documents.

The recipient will develop Quality Assurance Project Plans (QAPP) for all applicable projects and tasks involving environmental information operations in accordance with the most current version of [EPA Quality Assurance Project Plan Standard](#). [Regional guidance documents](#) and [national guidance documents](#) may be helpful in meeting the requirements.

“Environmental information operations” is a collective term for work performed to collect, produce, evaluate, or use environmental information or the design, construction, operation, or application of environmental technology. For EPA, environmental information includes direct measurements of environmental parameters or processes, analytical testing of environmental conditions, information provided by models, information compiled from other sources such as databases, software applications, or existing literature, the development of environmental software, tools, or models, or the design, construction, operation, or application of environmental technology.

The QAPP must be approved by EPA prior to environmental information operations, except under circumstances requiring immediate action to protect human health and the environment or operations conducted under police powers. Unless an alternate schedule has been agreed upon, QAPPs are to be submitted at least 60 days before project activities begin. QAPPs are submitted electronically to the following:

EPA Project Officer/Tribal Coordinator (see page 1 of assistance agreement for contact information) and Regional Quality Assurance Branch via R1QAPPs@epa.gov

For organizations with an EPA-approved Quality Management Plan (QMP), the recipient will submit an annual update letter to EPA documenting progress over the year and any changes to the QMP. Annual update letters will be sent every year for four years until the expiration of the QMP (five years from initial EPA approval). Annual QA update letters will be sent to the EPA Project Officer/Tribal Coordinator and the RQAM on the anniversary of the approval of the QMP by the RQAM; or on another mutually agreeable schedule. In addition, for multi-year projects, the grantee shall confirm that the QAPP is current and accurate.

For Reference:

- [Quality Management Plan \(QMP\) Standard and EPA's Quality Assurance Project Plan \(QAPP\) Standard](#); contain quality specifications for EPA and non-EPA organizations and definitions applicable to these terms and conditions.

- [EPA QA/G-5: Guidance for Quality Assurance Project Plans](#).
- [EPA's Quality Program](#) website has a [list of QA managers](#), and [Specifications for EPA and Non-EPA Organizations](#).
- The Office of Grants and Debarment [Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance](#).

3. Competency of Organizations Generating Environmental Measurement Data: In

accordance with Agency Policy Directive Number FEM-2012-02, *Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements*, the CAR agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, the CAR agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. The CAR shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at <https://www.epa.gov/measurements-modeling/documents-about-measurement-competency-under-assistance-agreements> or a copy may also be requested by contacting the EPA Project Officer for this award.

C. Public Involvement and Community Outreach

1. All RLF loan and subgrant cleanup activities require a site-specific Community Involvement Plan that includes providing reasonable notice, and the opportunity for public involvement and comment on the proposed cleanup options under consideration for the site. All information, including responses to public comments and administrative records, may be made available to the public to the extent consistent with 2 CFR § 200.338 and applicable state, tribal, or local law.

D. Public Awareness

1. The CAR agrees to clearly reference EPA investments in the project during all phases of community outreach outlined in the EPA-approved workplan which may include the development of post-project summary or success materials that highlight achievements to which this project contributed.

a. If any documents, fact sheets, and/or web materials are developed as part of this cooperative agreement, then they shall comply with the *Acknowledgement Requirements for Non-ORD Assistance Agreements* in the General Terms and Conditions of this agreement.

b. If a sign is developed as part of a project funded by this cooperative agreement, then the sign shall include either a statement (e.g., this project has been funded, wholly or in part, by EPA) and/or EPA's logo acknowledging that EPA is a source of funding for the project. The EPA logo may be used on project signage when the sign can be placed in a visible location with a direct linkage to site activities. Use of the EPA logo must follow the sign specifications available at <https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients>.

u+00A0 To obtain the appropriate EPA logo or seal graphic file, the CAR should send a request directly to the EPA Office of Public Affairs (OPA) and include the EPA Project Officer in the communication. Instructions for contacting OPA are available at <https://www.epa.gov/aboutepa/using-epa-seal-and-logo>.

c. EPA Logo: If the EPA logo is displayed along with logos from other participating entities on websites, outreach materials, or reports, it must not be prominently displayed to imply that any of the recipient's or subrecipient's activities are being conducted by the EPA. Instead, the EPA logo must be accompanied with a statement indicating that the City of Portland received Federal financial assistance from EPA for the project. The recipient will ensure compliance with the sign specifications provided by the OPA available at <https://www.epa.gov/stylebook/using-epa-seal-and-logo>. As provided in the sign specifications from OPA, the EPA logo is the preferred identifier for assistance agreement projects and use of the EPA seal requires prior approval from the EPA.

d. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable.

2. The CAR agrees to notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to construction and/or site reuse projects as a result of this agreement, and provide the opportunity for attendance and participation by Federal representatives with at least ten (10) working days' notice.

3. To increase public awareness of projects serving communities where English is not the predominant language, CARs are encouraged to include in their outreach strategies communication in non-English languages. This includes translating the language on signs (excluding the EPA logo or seal) into the appropriate non-English language(s). Translation costs for this purpose are allowable, provided the costs are reasonable.

4. All public awareness activities conducted with EPA funding are subject to the provisions in the General Terms and Conditions on compliance with section 504 of the Americans with Disabilities Act.

E. Administrative Record

1. The CAR shall establish an Administrative Record that contains the documents that form the basis for the selection of a cleanup plan. Documents in the Administrative Record shall include the ABCA; site investigation reports; the cleanup plan (or the contractor solicitation if it includes the cleanup plan); cleanup standards used; responses to public comments; and verification that shows that cleanups are complete. The CAR shall keep the Administrative Record available at a location convenient to the public and make it available for inspection. The Administrative Record must be retained for three (3) years after the termination of the cooperative agreement subject to any requirements for maintaining records of site cleanups ongoing at the time of termination contained in the CAR's COA.

F. Implementation of RLF Cleanup Activities

1. The CAR shall ensure the adequacy of each RLF cleanup in protecting human health and the environment as it is implemented. Each loan and subgrant agreement shall contain terms and conditions, subject to any required approvals by the state or tribal regulatory oversight authority, that allow the CAR to change cleanup activities as necessary based on comments from the public or any new information acquired.

2. If the borrower or subgrantee is unable or unwilling to complete the RLF cleanup, the CAR shall ensure that the site is secure. The CAR shall notify the appropriate state or Tribal agency and EPA to ensure an orderly transition should additional activities become necessary.

G. Completion of RLF Cleanup Activities

1. The CAR shall ensure that the successful completion of an RLF cleanup is properly documented. This must be done through a final report or letter from a Qualified Environmental Professional, or other documentation provided by a State or Tribe that shows cleanups are complete (including No Further Action letters, institutional controls, etc.). This documentation must be included as part of the Administrative Record.

VI. REVOLVING LOAN FUND REQUIREMENTS

A. Prudent Lending and Subgranting Practices

1. The CAR is expected to establish economically sound structures and day-to-day management and processing procedures to maintain the RLF and meet longterm brownfield cleanup lending/subgranting objectives. These include establishing: underwriting principles that can include the establishment of interest rates, repayment terms, fee structure, and collateral requirements sufficient to recover, as a minimum, the principal amount of the loan less any repayment discounts; and, lending/subgranting practices that can include loan/subgrant processing, documentation, approval, servicing, administrative procedures, collection, and recovery actions. Intra-governmental loans may be made consistent with EPA's guidance with the approval of the EPA Project Officer. Governmental recipients may not make intra-governmental subgrants. Nonprofit recipients may not make intra-entity loans and subgrants without EPA Project Officer approval of a waiver.

2. The CAR shall not incur costs under this cooperative agreement for loans subgrants or other eligible costs until an RLF cooperative agreement workplan has been submitted to and approved by the EPA Project Officer or program manager. The CAR shall ensure that the objectives of the workplan are met through its or the fund manager's selection and structuring of individual loans/subgrants and lending/subgranting practices. These activities shall include, but not be limited to the following:

a. Considering awarding subgrants on a competitive basis. If the CAR decides not to award any such subgrants

competitively, it must document the basis for that decision and inform the EPA Project Officer in the first quarterly performance report. The CAR must inform the EPA Project Officer if the CAR subsequently decides to award subgrants competitively in the quarterly performance report immediately following the decision.

- b. Establishing appropriate project selection criteria consistent with Federal and state requirements, the intent of the RLF program, and the cooperative agreement entered into with EPA.

- c. Establishing threshold eligibility requirements whereby only eligible borrowers or subgrantees receive RLF financing.

- d. Developing a formal protocol for potential borrowers or subgrantees to demonstrate eligibility, based on the procedures described in the initial RLF application proposal and cooperative agreement application. Such a protocol shall include descriptions of projects that will be funded, how loan monies will be used, and qualifications of the borrower or subgrantee to make legitimate use of the funds. Additionally, CARs shall ask borrowers or subgrantees for an explanation of how a project, if selected, would be consistent with RLF program objectives, statutory requirements and limitations, and protect human health and the environment.

- e. Requiring that borrowers or subgrantees submit information describing the borrower's or subgrantee's environmental compliance history. The CAR shall consider this history in an analysis of the borrower or subgrant recipient as a cleanup and business risk.

- f. Establishing procedures for handling the day-to-day management and processing of loans and repayments.

- g. Establishing standardized procedures for the disbursement of funds to the borrower or subgrantee.

B. Inclusion of Additional Terms and Conditions in RLF Loan and Subgrant Documents

1. All loans and subgrants must include the information required by 2 CFR § 200.332(b). EPA has developed an optional template to use in creating this agreement that is available on EPA's [Subaward Policy](#) internet page. EPA does not require CARs to use the template.

2. The CAR shall ensure that the borrower or subgrantee meets the cleanup and other program requirements of the RLF cooperative agreement by including the following special terms and conditions in RLF loan agreements and subgrants:
 - a. Borrowers or subgrantees shall use funds only for eligible activities and in compliance with the requirements of CERCLA §

104(k) and applicable Federal and state laws and regulations. (See [Section I.A.2.](#) and [Section II.](#))

- b. Borrowers or subgrantees shall ensure that the cleanup protects human health and the environment.
- c. Borrowers or subgrantees shall document how funds are used.
- d. Borrowers or subgrantees shall maintain records for a minimum of three (3) years following completion of the cleanup financed all or in part with RLF funds unless one of the conditions described at [2 CFR § 200.334](#) is present. Borrowers or subgrantees shall obtain written approval from the CAR prior to disposing of records, so that the CAR can maintain the records, if necessary, for complying with the CAR's obligations under [2 CFR § 200.334](#). CARs shall also require that the borrower or subgrantee provide access to records relating to loans and subgrants supported with RLF funds to authorized representatives of the Federal government. As stated in the attached COA, records related to the COA must be retained by the CAR for the duration of the COA and retained for a period of three (3) years following termination or discontinuation of the COA.
- e. Borrowers or subgrantees shall certify that they are not currently, nor have they been, subject to any penalties resulting from environmental noncompliance at the site subject to the loan or subgrant.
- f. Borrowers or subgrantees shall certify that they are not potentially liable under CERCLA § 107 for the site or that, if they are, they qualify for a limitation or defense to liability under CERCLA. If asserting a limitation or defense to liability, the borrower or subgrantee must state the basis for that assertion. When using cooperative agreement funds for petroleum-contaminated brownfield sites, borrowers or subgrantees shall certify that they are not a viable responsible party or potentially liable for the petroleum contamination at the site. The CAR may consult with EPA for assistance with this matter.
- g. Borrowers or subgrantees shall conduct cleanup activities as required by the CAR.
- h. Subgrantees, other than borrowers, shall comply with all applicable EPA assistance regulations (including those at 2 CFR Parts 200 and 1500). All procurements conducted with subgrant funds, but not loans, must comply with Procurement Standards in 2 CFR §§ 200.317 through 200.327, 2 CFR Part 1500, and 40 CFR Part 33, as applicable.
- i. Borrowers must comply with the internal control requirements specified at 2 CFR § 200.303 and are subject to the 2 CFR Part 200, Subpart F, *Audit Requirements*. The CAR must oversee and manage loans as required by 2 CFR §§ 200.330 through 200.332. No other provisions of the Uniform Grants Guidance apply directly to borrowers.
- j. A term and condition or other legally binding provision shall be included in all loans and subgrants entered into with the funds under this agreement, or when funds awarded under this agreement are used in combination with non-Federal sources of funds, to ensure that borrowers and subgrantees comply with all applicable Federal and state laws and requirements. In addition to CERCLA § 104(k), Federal applicable laws and requirements include 2 CFR Parts 200 and 1500.

k. EPA provides general information on statutes, regulations and Executive Orders that apply to EPA grants on the [Grants internet site](http://www.epa.gov/grants) at www.epa.gov/grants. Many Federal requirements are agreement or program specific and EPA encourages CARs to review the terms of their cooperative agreement carefully and consult with their EPA Project Officer for advice if necessary.

C. Default

1. In the event of a loan default, the CAR shall make reasonable efforts to enforce the terms of the loan agreement including proceeding against the assets pledged as collateral to cover losses to the loan. If the cleanup is not complete at the time of default, the CAR is responsible for:

- a. documenting the nexus between the amount paid to the borrower (bank or other financial institution) and the cleanup that took place prior to the default; and
- b. securing the site (e.g., ensuring public safety) and informing the EPA Project Officer and the State.

D. Conflict of Interest

1. The CAR shall establish and enforce conflict of interest provisions that prevent the award of subawards that create real or apparent personal conflicts of interest, or the CAR's appearance of lack of impartiality. Such situations include, but are not limited to, situations in which an employee, official, consultant, contractor, or other individual associated with the CAR (affected party) approves or administers a grant or subaward to a subaward recipient in which the affected party has a financial or other interest. Such a conflict of interest or appearance of lack of impartiality may arise when:

- a. The affected party,
- b. Any member of his immediate family,
- c. His or her partner, or
- d. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the subrecipient.

Affected employees will neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients. Recipients may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards of conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by affected parties.

VII. DISBURSEMENT, PAYMENT, AND CLOSEOUT

For the purposes of these Terms and Conditions, the following definitions apply: "payment" is

EPA's transfer of funds to the CAR; the CAR incurs an "obligation" when it enters into an agreement with a borrower or a subgrantee; "disbursement" is the transfer of funds from the CAR to the borrower or subgrantee. The CAR may also disburse funds to a contractor or to pay an allowable cost (e.g. personnel compensation) as provided in [2 CFR § 200.305\(b\)\(1\)](#). "Closeout" refers to the process EPA follows to both ensure that all administrative actions and work required under the cooperative agreement have been completed and to establish a COA to govern the use of retained and post-closeout program income.

A. Methods of Disbursement

1. The CAR may choose to disburse funds to the borrower or subgrantee by means of 'actual expense' or 'schedule.' If the schedule method is used, the recipient must ensure that the schedule is designed to reasonably approximate the borrower's or subgrantee's incurred costs.

a. An 'actual expense' disbursement approach requires the borrower or subgrantee to submit documentation of the borrower's or subgrantee's expenditures (e.g., invoices) to the CAR prior to requesting payment from EPA.

b. A 'schedule' disbursement is one in which all, or an agreed upon portion, of the obligated funds are disbursed to the borrower or subgrantee on the basis of an agreed upon schedule (e.g., progress payments) provided the schedule minimizes the time elapsing between disbursement by the CAR and the borrower or subgrantee's payment of costs incurred in carrying out the loan/subgrant. In unusual circumstances, disbursement may occur upon execution of the loan or subgrant. The CAR shall submit documentation of disbursement schedules to EPA.

c. If the disbursement schedule of the loan/subgrant agreement calls for disbursement of the entire amount of the loan/subgrant upon execution, the CAR shall demonstrate to the EPA Project Officer that this method of disbursement is necessary for purposes of cleaning up the site covered by the loan/subgrant. Further, the CAR shall include an appropriate provision in the loan/subgrant agreement which ensures that the borrower/subgrantee uses funds promptly for costs incurred in connection with the cleanup and that interest accumulated on schedule disbursements is applied to the cleanup.

B. Schedule for Closeout

1. Assuming any applicable cost share requirement has been satisfied (see Section IV.A.1.), there are two fundamental criteria for closeout:
 - a. Final payment of funds from EPA to the CAR following the end date for the project and budget period of the cooperative agreement as part of the closeout process or prior to the end date when the CAR has disbursed all of the EPA funding of the funds awarded; and
 - b. Completion of all workplan and cleanup activities funded completely, or in part, by direct EPA funding from the amount of the award.
2. The first criterion of cooperative agreement closeout is met when the CAR receives all payments from EPA. The second closeout criterion is met when all workplan and cleanup activities funded by the cooperative agreement are complete.
3. The CAR must follow the attached COA for any retained and future program income generated after closeout (i.e., post-closeout program income). Eligible uses include continuing to operate an RLF for brownfield site cleanup and/or other brownfield site activities as identified in the attached COA.

C. Compliance with Closeout Schedule

1. If the CAR fails to comply with the closeout schedule, any funds attributable to the cooperative agreement, including retained program income not obligated under loan agreement to a borrower or subgrantee, may be subject to Federal recovery.

D. Final Requirements

1. The CAR must submit the following documentation:
 - a. The Final Cooperative Agreement Performance Report as described in [Section III.F.](#) of these Terms and Conditions.
 - b. Administrative and Financial Reports as described in the General Terms and Conditions of this agreement.

2. The CAR must ensure that all appropriate data have been entered into ACRES or all hardcopy Property Profile Forms are submitted to the EPA Project Officer.

E. Recovery of RLF Assets

1. In case of termination, the CAR shall return to EPA its fair share of the value of the RLF assets consisting of cash, receivables, personal and real property, and notes or other financial instruments developed through use of the funds. EPA's fair share is the amount computed by applying the percentage of EPA participation in the total capitalization of the RLF to the current fair market value of the assets thereof. EPA also has remedies under CERCLA § 104(k) and *Remedies for Noncompliance* at 2 CFR §§ 200.339 through 200.343 when EPA determines that the value of such assets has been reduced by improper/illegal use of cooperative agreement funding. In such instances, the CAR may be required to compensate EPA over and above the EPA's share of the current fair market value of the assets. Nothing in this agreement limits EPA's authorities under CERCLA to recover response costs from a potentially responsible party.

F. Loan Guarantees

1. If the CAR chooses to use the RLF funds to support a loan guarantee approach, the following terms and conditions apply:

a. The CAR shall:

- i. Document the relationship between the expenditure of CERCLA § 104(k) funds and cleanup activities;
 - ii. Maintain an escrow account expressly for the purpose of guaranteeing loans, by following the payment requirement described under the Escrow Requirements term and condition below; and
 - iii. Ensure that cleanup activities guaranteed by RLF funds are carried out in accordance with CERCLA § 104(k), CERCLA § 104(g) relating to compliance with the Davis-Bacon Act, and applicable Federal and state laws and will protect human health and the environment.
- b. Payment of funds to a CAR shall not be made until a guaranteed loan has been issued by a participating financial institution. Loans guaranteed with RLF funds shall be made available as needed for specified cleanup activities on an "actual expense" or "schedule" basis to the borrower. (See [Section VII.A., Methods of Disbursement](#)). The CAR's escrow arrangement shall be structured to ensure that the CERCLA § 104(k) funds are properly "disbursed" by the recipient for the purposes of the cooperative agreement as required by 2 CFR § 200.305. If the funds are not properly disbursed, the CERCLA § 104(k) funds that the recipient places in an escrow account will be subject to the interest recovery provisions of 2 CFR §

200.305.

c. To ensure that funds transferred to the CAR are disbursements of assisted funds, the escrow account shall be structured to ensure that:

- i. The recipient does not retain the funds;
 - ii. The recipient does not have access to the escrow funds on demand;
 - iii. The funds remain in escrow unless there is a default of a guaranteed loan;
 - iv. The organization holding the escrow (i.e., the escrow agency), shall be a bank or similar financial institution that is independent of the recipient; and
 - v. There must be an agreement with the financial institution participating in the guaranteed loan program which documents that the financial institution has made a guaranteed loan to clean up a brownfield site in exchange for access to funds held in escrow in the event of a default by the borrower or subgrantee.
- d. Federal Obligation to the Loan Guarantee Program - Any obligations that the CAR incurs for loan guarantees in excess of the amount awarded under the cooperative agreement are the CAR's responsibility. This limitation on the extent of the Federal Government's financial commitment to the CAR's loan guarantee program shall be communicated to all participating banks and borrower or subgrantee.
- e. Repayment of Guaranteed Loans - Upon repayment of a guaranteed loan and release of the escrow amount by the participating financial institution, the CAR shall return the cooperative agreement funds placed in escrow to EPA based on disposition instructions provided by the EPA Project Officer. Alternatively, the CAR may, with EPA approval:
- i. Guarantee additional loans under the terms and conditions of the agreement; or
 - ii. Amend the terms and conditions of the agreement to provide for another disposition of funds that will redirect the funds for other brownfield sites' related activities authorized by the terms of the cooperative agreement or, if applicable, a COA.

^[1] Per EPA's General Term and Condition, the CAR must obtain prior approval from the EPA Grants Management Officer or Award Official for cumulative transfers of funds in excess of 10% of the total budget.

Davis-Bacon Term and Condition for Brownfields

1. Program Applicability

1. **Program Name:** Brownfields Program
2. **Statute:** Brownfields Direct Cleanup and Revolving Loan Fund Grants authorized by 42 U.S.C. 9604(k) are subject to Davis-Bacon and Related Acts (DBRA) as provided in 42 U.S.C. 9604(g)
3. **Activities subject to Davis-Bacon:**

1. **Brownfield Sites Contaminated with Hazardous Substances:** All construction, alteration, and repair activity involving the remediation of hazardous substances is subject to DBRA. This includes:

- Excavation of contaminated soil;
- Construction of caps, barriers, and structures which permanently house treatment equipment;
- Installation of water supply wells/piping/connections;
- Abatement of contamination in buildings; and
- Demolition (if followed by new construction).

1.

2. **Brownfield Sites Contaminated with Petroleum:** DBRA prevailing wage requirements apply when the project includes:

- Excavation of contaminated soil and/or tank removal if followed by paving and concrete replacement, or if it is an extensive soil excavation project;
- Construction of caps, barriers, and structures which permanently house treatment equipment; and
- Installation of water supply wells/piping/connections and related excavation and replacement of contaminated soil.

4. **Prevailing Wage Classification (e.g., Heavy Construction, Residential, Commercial) (optional):**

- **Heavy Construction:** EPA has determined the “Heavy Construction” classification should be used when soliciting competitive contracts or issuing ordering instruments to existing contractors for:

- Excavation and removal of contaminated soil;
- Construction of caps or barriers;
- Replacement of paving and concrete; and
- Installation of water supply wells/piping/connections.

- **Building Construction:** EPA has determined the “Building Construction” classification should be used when soliciting competitive contracts or issuing ordering instruments for the construction of:

- Demolition (if followed by new construction);
- Construction of structures which permanently house treatment equipment; and
- Abatement of contamination in buildings (other than residential structures less than 4 stories in height).

- **Residential Construction:** EPA has determined the “Residential Construction” classification should be used when

soliciting competitive contracts or issuing ordering instruments for the abatement of contamination in residential structures less than 4 stories in height.

2. Davis-Bacon and Related Acts

[DBRA](#) is a collection of labor standards provisions administered by the Department of Labor, that are applicable to grants involving construction. These labor standards include the:

- Davis-Bacon Act, which requires payment of prevailing wage rates for laborers and mechanics on construction contracts of \$2,000 or more
- Copeland “Anti-Kickback” Act, which prohibits a contractor or subcontractor from inducing an employee into giving up any part of the compensation to which he or she is entitled; and
- Contract Work Hours and Safety Standards Act, which requires overtime wages to be paid for over 40 hours of work per week, under contracts in excess of \$100,000.

3. Recipient Responsibilities When Entering Into and Managing Contracts:

3. Solicitation and Contract Requirements:

3. **Include the Correct Wage Determinations in Bid Solicitations and Contracts:** Recipients are responsible for complying with the procedures provided in [29 CFR 1.6](#) when soliciting bids and awarding contracts.
4. **Include DBRA Requirements in All Contracts:** Include the following text on all contracts under this grant:

“By accepting this contract, the contractor acknowledges and agrees to the terms provided in the [DBRA Requirements for Contractors and Subcontractors Under EPA Grants](#).”

1.

2. After Award of Contract:

2. **Approve and Submit Requests for Additional Wages Rates:** Work with contractors to request additional wage rates if required for contracts under this grant, as provided in [29 CFR 5.5\(a\)\(1\)\(iii\)](#).
3. **Provide Oversight of Contractors to Ensure Compliance with DBRA Provisions:** Ensure contractor compliance with the terms of the contract, as required by [29 CFR 5.6](#).

4. Recipient Responsibilities When Establishing and Managing Additional Subawards:

4. Include DBRA Requirements in All Subawards (including Loans):

Include the following text on all subawards under this grant:

“By accepting this award, the EPA subrecipient acknowledges and agrees to the terms and conditions provided in the [DBRA Requirements for EPA Subrecipients](#).”

1.

2. **Provide Oversight to Ensure Compliance with DBRA Provisions:** Recipients are responsible for oversight of subrecipients, and must ensure subrecipients comply with the requirements in [29 CFR 5.6](#).

MEMORANDUM
City Council Agenda Item

FROM: Mary Davis, Division Director

DATE: September 19, 2025

SUBJECT: Order 64-25/26 Appropriating \$360,000 from the Jill C. Duson Housing Trust Fund to Lambert Woods North LLC - Sponsored by the Housing and Economic Development Committee, Councilor Pious Ali, Chair

SPONSOR: Housing and Economic Development Committee, Councilor Pious Ali, Chair. The committee met on September 23, 2025 and voted 3-0 to recommend approval by the City Council.

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 10/6/2025

Final

Action 10/20/2025

Can action be taken at a later date: No The project is scheduled for construction loan closing in October.

Does this item involve a new contract with the City: Loan documents will be required. Corporation Counsel will review all legal documents before they are executed.

PRESENTATION: Mary Davis will be available for questions.

I. SUMMARY

Approval of \$360,000 in funding from the Jill C. Duson Housing Trust Fund for the Lambert Woods North project.

II. AGENDA DESCRIPTION

The Housing and Economic Development Committee met on September 23 and vote 3-0 to recommend approval of this item to City Council.

Preservation of Affordable Housing (POAH) is requesting \$360,000 in funding for Lambert Woods North, a proposed development located on city-owned land at 622 Auburn Street (future address: 2274 Washington Avenue) and comprising 72 apartments across 6 residential buildings. The project will offer a mix of townhomes and three-story walkup apartments, with 34 one-bedroom, 10 two-bedroom, and 28 three-bedroom units. These units will be affordable for households earning up to 60% of the Area Median Income (AMI), which translates to \$62,340 for a two-person household, \$70,140 for a three-person household, and \$77,880 for a four-person household. The development is designed to be age-inclusive, serve a range of household sizes and will be managed by POAH Communities.

The developer's financial structure for this project includes Low Income Housing Tax credits as well as a City of Portland Affordable Housing Tax Increment Financing/Credit Enhancement Agreement (AHTIF/CEA) (approved by City Council in December, 2023). The AHTIF/CEA will return to the developer 75% of the increased assessed value realized as the result of the development of this project. The AHTIF revenue will be used to offset project operating costs. The project currently has a \$360,000 gap caused by the loss of 45L Energy Tax Credits and increased engineering costs. The 45L energy tax credits were recently eliminated by the federal government. Delays in closing and design changes led to increased engineering, architecture, and legal costs.

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

III. BACKGROUND

The initial Purchase and Sale Agreement for the property was between the City and Maine Cooperative Development Partners, POAH's development partner. This agreement has since been amended to name Lambert Woods North LLC, the entity established for this development, as the purchaser.

The City of Portland's underwriting consultant recommends a loan of \$360,000 with a 30-year term, to be repaid from cashflow with specific terms to be negotiated by staff before executing loan documents and conditioned upon satisfactory review of the following prior to loan closing:

- Transfer of land consistent with project terms; and
- Executed Joint Venture agreements.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

Increase, and modify the overall supply of housing city-wide to meet the needs, preferences and financial capabilities of all Portland residents.

V. FINANCIAL IMPACT

N/A

VI. STAFF ANALYSIS AND BACKGROUND

Staff is seeking City Council approval of this funding request.

VII. RECOMMENDATION

Staff recommends approval of this funding so that this project can move forward.

VIII. LIST ATTACHMENTS

1. Order - Appropriating 360k from the Dusen HTF to Lambert Woods North re 622 Auburn St
2. Project Attachments

Prepared by:

Mary Davis, Division Director

Date: 09/19/2025

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

**ORDER APPROPRIATING \$360,000 FROM THE JILL C. DUSON HOUSING TRUST
FUND TO LAMBERT WOODS NORTH LLC**

ORDERED, that \$360,000 from the Jill C. Duson Housing Trust Fund is hereby appropriated to Lambert Woods North LLC for development costs for the project called Lambert Woods North at 622 Auburn Street; and

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

B. Project Information

Completed by vwhite@poah.org on 8/7/2025 9:14 AM

Case Id: 30628

Name: Lambert Woods North LLC - 2025

Address: *No Address Assigned

B. Project Information

Please provide the following information.

B.1. Property Address

2274 Washington Avenue Portland, ME 04103

B.2. Project Name

Lambert Woods North

B.3. Tax chart, block, and lot number

Parcel ID: 385 D008001

B.4. Zoning Designation

RN-1 (Neighborhood Residential)

B.5. Is the requested funding type HOME/HTF?

Yes

B.6. Requested amount of Affordable Housing Development Funding

\$360,000.00

B.7. Is the requested funding type AHTIF?

No

B.8. Total number of housing units to be constructed:

72

B.9. Total number of housing units to be rehabilitated:

0

B.10. Total Number of market rate units:

0

B.11. Total number of deed restricted units:

72

B.12. Total number of Units at 120% AMI:

0

B.13. Total number of Units at 110% AMI:

0

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B.14. Total number of Units at 100% AMI:

0

B.15. Total number of Units at 80% AMI:

0

B.16. Total number of Units at 60% AMI:

72

B.17. Total number of Units at 50% AMI:

0

B.18. Total number of Units at 40% AMI:

0

B.19. Housing Type

Rental

B.20. Total number of studio/efficiency units:

0

B.21. Total number of one-bedroom units:

34

B.22. Total number of two-bedroom units:

10

B.23. Total number of three-bedroom units

28

B.24. Total number of four-bedroom units

0

B.25. Total number of five-bedroom units

0

B.26. Property Manager

POAH Communities

B.27. When is construction expected to begin?

10/01/2025

B.28. Please use the box below to answer the remaining questions and provide a narrative description of the project that includes:

- Description of municipal housing need and how the development addresses that need;

Printed By: Mary Davis on 8/14/2025

- Requested amount of Affordable Housing Development Funding;
- Description of how City's participation is financially necessary in order for the project to proceed;
- Description of allowed uses in the zone;
- Description of residential and non-residential uses in the area;
- Description of accessory uses relating to residential use, if any;
- Indicate if this project requires relocation of existing commercial or residential tenants;
- Description of relocation plan for persons temporarily or permanently displaced by development activities;
- Description of how the development is consistent with the Comprehensive Plan
- Description of how housing and facilities in the development will be operated after completion;
- Description of planned uses of tax increment revenues from the district (AHTIF projects only).

The Lambert Woods North project will supply 72 units of affordable housing to Portland. Lambert Woods North is currently located at 622 Auburn Street but has a future address of 2274 Washington Avenue. All units are capped at 60% AMI and the deal anticipates using Low Income Housing Tax credits as well as a City of Portland sponsored TIF (approved by City Council on 12/18/2023). The project currently has a \$360,000 gap that caused by the removal of 45L Energy Tax Credits and increased engineering costs. When the project went to planning board with our revised plans in fall 2024, we assumed \$309,000 of 45L energy tax credits would come in at construction completion. Unfortunately the One Big Beautiful Bill Act eliminates this credit and leaves our project with a significant funding gap. Additionally, due to closing delays and design changes our engineering, architecture, and legal costs have increased. We are requesting a total of \$360,00 in Affordable Housing Trust Funds to fill these gaps. This project is zoned for residential use and has already been approved with the City of Portland, initial approval granted on 2/28/2023 and the amended plans were approved on 1/27/2025. Lambert Woods North is in the final stages of review with Maine Housing and expects to close in the fall of 2025. Since this is new construction there are no tenant relocation or tenant displacement. Lambert Woods North will be owned by Preservation of Affordable Housing, Inc. (POAH) and managed by POAH Communities, our sister company. POAH Communities operates the majority of POAH properties across the country and provides support to residents through on-site coordination.

Lambert Woods North Project Schedule

Construction Closing	10/1/2025
100% Construction Completion	4/1/2027
Lease Up	4/1/2025 – 9/1/2027
Stabilization	9/1/2027
Perm Conversion	1/1/2028

Lambert Woods North LLC, a Maine limited liability company,

By: Lambert Woods North MM LLC, a Maine limited liability company, its managing member,

By: Preservation of Affordable Housing, Inc., an Illinois not-for-profit corporation, its managing member,

By: _____
Name:
Title:

Lambert Woods North LLC
A Maine limited liability company
/ limited partnership
EIN #: 93-2775957



DEVELOPMENT ASSUMPTIONS					
Total Units		72	Inflation Adjustments	Yr 1-5	Yr. 6-15 Yr. 16-30
# @ 50% AMI (low HOME)	0.0%	0	Rent	2.00%	2.50% 3.00%
# @ 50% AMI (High HOME)	0.0%	0	Operating Expense	3.00%	3.00% 3.00%
# @ 50% AMI (LIHTC)	0.0%	0	Other Income	2.00%	2.50% 3.00%
# @ 60% AMI (LIHTC)	100.0%	72	Debt Coverage Ratio	1.15	
# @ Market	0.0%	0	Vacancy	5%	
Appraised Market Value		10,849,023	Market Value/Unit	\$150,681	

PRO FORMA DEVELOPMENT BUDGET				
	Residential	Per Unit	Commercial	TDC
Site Improvements	4,000,273	55,559		4,000,273
Construction	17,332,437	240,728	0	17,332,437
General Requirements	267,315	3,713		267,315
Builder Profit	1,104,880	15,346		1,104,880
Bond Premium	391,298	5,435		391,298
Construction Contingency	5.00% 1,154,810	16,039	0	1,154,810
Subtotal Construction Costs	24,251,013	336,820	0	24,251,013
Building Permits and Fees	750,000	10,417	0	750,000
Survey & Engineering	556,796	7,733	0	556,796
Architectural & Design	1,338,048	18,584	0	1,338,048
Legal	185,000	2,569	0	185,000
Title & Recording	64,000	889	0	64,000
Accounting	50,000	694	0	50,000
Construction Period Tax	30,000	417	0	30,000
Construction Period Insurance	225,000	3,125	0	225,000
Other	627,206	8,711	0	627,206
Subtotal Soft Costs	3,826,051	53,140	0	3,826,051
Construction Loan Origination Fees	0	0	0	0
Construction Loan Interest	906,000	12,583	0	906,000
MaineHousing Loan Fees	359,800	4,997	0	359,800
Other Permanent Loan Fees	0	0	0	0
Other	27,000	375	0	27,000
Subtotal Finance Costs	1,292,800	17,956	0	1,292,800
Market Survey	10,000	139	0	10,000
Appraisal	12,000	167	0	12,000
Environmental Study	0	0	0	0
LIHTC Fees & Prepaid Monitoring	174,860	2,429	0	174,860
Relocation Costs	0	0	0	0
FF&E	95,000	1,319	0	95,000
Other	71,637	995	0	71,637
Subtotal Miscellaneous	363,497	5,049	0	363,497
Acquisition: Buildings	0	0	0	0
Acquisition: Land	5	0	0	5
Acquisition: Existing Reserves	0	0	0	0
Acquisition: Legal	0	0	0	0
Acquisition: other	0	0	0	0
Subtotal Acquisition	5	0	0	5
Operating Deficit Escrow	645,424	8,964	0	645,424
Pre-funded Replacements	190,959	2,652	0	190,959
Tax & Insurance Escrow	200,415	2,784	0	200,415
Working Capital	50,000	694	0	50,000
Total Syndication Expenses	0	0	0	0
Consultant Fee	0	0	0	0
Developer Overhead	750,000	10,417	0	750,000
Developer Profit	3,000,000	41,667	0	3,000,000
Other	0	0	0	0
Subtotal Fee and Reserves	4,836,798	67,178	0	4,836,798
Total Project Costs	34,570,164	480,141	0	34,570,164

Max LIHTC Available	1,311,468
LIHTC Alloc.	1,311,468
Equity yield	0.85
Synd. %	99.99%
Equity Raise	11,146,251
Historic Credit FED	0
Equity yield	0.85
Synd. %	99.99%
Equity Raise	0
Historic Credit STATE	0
Equity yield Equivalent	0.85
Synd. %	100.00%
Equity Raise	0
GP Contribution	100
Total Equity:	11,146,351
Gross Square Footage	60,470
Construction Cost/Sq ft.	382
Total Project Cost/Sq ft.	572

Notes:

Maximum Gross Developer Fee (10%/15%)	4,623,024
Maximum Net Developer Fee (per unit max)	750,000
Actual Proposed Gross Fee	3,750,000
% of maximum Gross Fee	81.1%
Proposed Net Fee Collected	750,000
% of Maximum Net Fee	100.0%

FLOW OF FUNDS

Sources	7/30/25	During Construction				4/30/2027	1st Equity	Final	Total
	CLC	25%	50%	75%	100%	PLC	Occupancy Milestone	Capital Payment	
Beginning Cash	0	0	0	0	0	0	0	0	0
Capital Contribution	0				2,404,185	8,441,643	300,523	11,146,351	
Construction Loan	2,764,031	4,532,993	6,181,473	6,272,073	4,026,608			23,800,000	
GP Bridge Loan								0	
MH: 0% Deferred Loan-FedHOME	1,000,000	1,000,000				5,996,000		7,996,000	
0% Deferred Loan-Other						500,000		500,000	
Interest Bearing Loan						10,158,429		10,158,429	
Interest Only for 30 Years									
Conventional First Mortgage									
AHP Subsidized Advance						0		0	
City FEDHOME*	0					0		0	
POAH Sponsor Bridge Loan (Efficiency Maine)		576,000				0		576,000	
POAH CMF	640,322					0		640,322	
POAH Sponsor Bridge Loan (AHT)	0					360,000		360,000	
0	0					0		0	
Grant*	0					0		0	
ITC credits	0					193,063		193,063	
Deferred Developer Fee						3,000,000		3,000,000	
TOTAL SOURCES	4,404,353	6,108,993	6,181,473	6,272,073	6,430,793	28,649,135	300,523	0	58,370,164
Uses									
Acquisition	5								5
Construction		6,062,753	6,062,753	6,062,753	6,062,753			24,251,013	
Soft Costs	3,726,051	10,000	10,000	10,000	10,000	60,000		3,826,051	
Financing Costs	386,800	36,240	108,720	199,320	308,040	253,680		1,292,800	
Miscellaneous	291,497					72,000		363,497	
Dev Fee	0					3,449,477	300,523	0	3,750,000
Reserves					50,000	1,036,798		1,086,798	
TOTAL DEV. COSTS	4,404,353	6,108,993	6,181,473	6,272,073	6,430,793	4,871,955	300,523	0	34,570,164
Repay GP Bridge Loan						0		0	
Repay Construction Loan						23,777,179		23,800,000	
Other Syndication Costs	0							0	
Total Commercial Costs		0	0	0	0			0	
SUBTOTAL OTHER ITEMS	0	0	0	0	0	23,777,179	0	0	23,800,000
TOTAL USES OF FUNDS	4,404,353	6,108,993	6,181,473	6,272,073	6,430,793	28,649,135	300,523	0	58,370,164
Ending Cash	0	0	0	0	0	0	0	0	0

50% Test	
Agg. Basis	32,429,903
Perm. TE	10,658,429
	32.87%
Min TE Amt	17,840,000
% of CL	75%
Bal. of CL	5,960,000

PROJECT FINANCING

Source		Amount	Rate	Term	Lien	Annual D/S		
						Yr. 1-5	Yr. 6-15	Yr. 16-30
Source 1:	0% Deferred Loan-FedHOME	7,996,000	0.00%	30	First	0	0	0
Source 2:	0% Deferred Loan-Other	500,000	0.00%	30	First	0	0	0
Source 3	Interest Bearing Loan	10,158,429	5.50%	30	First	558,714	558,714	558,714
Source 4	Conventional First Mortgage	0	0.00%	30	First	0	0	0
Source 5	City FEDHOME*	0	0.00%	30	Second	0	0	0
Source 6	POAH Sponsor Bridge Loan (Efficiency Mair	576,000	0.00%	30	Second	0	0	0
Source 7	POAH CMF	640,322	0.00%	30	Second	0	0	0
Source 8	POAH Sponsor Bridge Loan (AHT)	360,000	0.00%	40	Third	0	0	0
Source 9	\$0	0	0.00%	30	Third	0	0	0
Source 10	Grant*	0			Third		Grant	
Source 11	ITC credits	193,063			Unsecured		Cash Flow	
Source 12	Deferred Developer Fee	3,000,000			Unsecured		Cash Flow	
Source 13	Net Syndication	11,146,351	\$0.85					
Capitalization Gap		0						
Total		34,570,164						

COLLATERAL COVERAGE

	Total	Per Unit
Projected Mortgage	10,158,429	141,089
Appraised Market Value	10,849,023	150,681
Loan to Value Ratio	94%	
Market Rent Differential	224,424	260
Supportable Mort.: Unrestricted	13,452,258	186,837
Subsidy per Unit		118,000
Subsidy per Low Income Unit		118,000

PROPOSED RENT SCHEDULE			Maximum Gross LIHTC/HOME Rents	Less Utility Allow.	Maximum Net Tenant Rent	Rents from Applicant	Market Rent	Total Rent
Type	AMI	# Units						
1BR	50% LHOME							
	50% HHOME							
	50% LIHTC	0	\$0	\$182	\$0	\$0	\$1,560	0
	60% LIHTC	26	\$1,460	\$182	\$1,278	\$1,278	\$1,560	398,736
###	Market	0				\$0	\$1,560	0
1BR	50% LHOME							
	50% HHOME							
	50% LIHTC	0	\$0	\$126	\$0	\$0	\$1,560	0
	60% LIHTC	8	\$1,460	\$126	\$1,334	\$1,334	\$1,560	128,064
8	Market	0				\$0	\$1,560	0
2BR	50% LHOME							
	50% HHOME							
	50% LIHTC	0	\$0	\$146	\$0	\$0	\$1,880	0
	60% LIHTC	10	\$1,753	\$146	\$1,607	\$1,607	\$1,880	192,840
###	Market	0				\$0	\$1,880	0
3BR	50% LHOME							
	50% HHOME							
	50% LIHTC	0	\$0	\$169	\$0	\$0	\$2,100	0
	60% LIHTC	28	\$2,025	\$169	\$1,856	\$1,856	\$2,100	623,616
###	Market	0				\$0	\$2,100	0
4BR	50% LHOME							
	50% HHOME							
	50% LIHTC	0	\$0	\$0	\$0	\$0	\$0	0
	60% LIHTC	0	\$0	\$0	\$0	\$0	\$0	0
0	Market	0				\$0	\$0	0
Other:								0
Subtotals		72						1,343,256
Income from Laundry:						720		8,640
Other Income:						0		0
Vacancy Rate						5%		(67,595)
Other Income: TIF						7,611		91,331
Effective Gross Income								1,375,632

AFFORDABLE AMORTIZING MORTGAGE CALCULATION		
Effective Gross Income		1,375,632
Annual Operating Expense		732,135
Stabilized NOI		643,498
DSC	1.15	83,935
\$ Avail for D/S		559,563
Other DS		0
Balance		559,563
Affordable Fully Amortizing Mortgage	5.50%	8,212,607
Affordable Interest Only Mortgage	5.50%	10,173,879

BREAKEVEN ANALYSIS:		RENT SENSITIVITY	OCCUPANCY
		Total	Annual
Operating Expense		732,135	Gross Revenues 1,351,896
Debt Service		558,714	
Breakeven Rent		1,494	Breakeven Occupancy 95%

OPERATING EXPENSES			
Expense	Annual	Annual Per Unit	Monthly Per Unit
Administrative Expenses:			
Management Fees	75,112	1,043	87
Management Charges	51,163	711	59
Marketing Expenses	3,000	42	3
Legal Expenses	7,500	104	9
Auditing Expenses	12,000	167	14
Other Administrative Expenses	0	0	0
Administrative Expenses	148,775	2,066	172
Operating Expenses:			
Janitorial Payroll	36,963	513	43
Janitorial Supplies and Equipment	9,900	138	11
Janitorial Contractual Services	7,000	97	8
Fuel and Gas	0	0	0
Electricity	43,161	599	50
Water and Sewer	44,440	617	51
Garbage and Trash Removal	10,000	139	12
Vehicle and Equipment Expenses	1,100	15	1
Other Operating Expenses	13,700	190	16
Operating Expenses	166,264	2,309	192
Maintenance Expenses:			
Grounds Maintenance Payroll	36,963	513	43
Grounds Tools and Supplies	8,000	111	9
Grounds Contractual Services	41,600	578	48
Miscellaneous Ground Maintenance	0	0	0
	0	0	0
Building Maintenance Payroll	0	0	0
Building Tools and Supplies	2,700	38	3
Building Contractual Services	22,100	307	26
Building Systems Maintenance	0	0	0
Miscellaneous Building Maintenance	0	0	0
	0	0	0
Maintenance Expenses	111,363	1,547	129
General Expenses:			
Property Taxes	121,775	1,691	141
Property and Liability Insurance	119,595	1,661	138
Tenant Service Expenses	31,963	444	37
Other General Expenses	0	0	0
General Expenses	273,333	3,796	316
Replacement Reserve Funding	32,400	450	38
Commercial Expenses (if applicable)	0	0	0
Total	732,135	10,169	847

Management Costs Analysis

Management Fees	75,112	
Management Charges	51,163	
Other Administrative Expenses	0	126,275

Effective Gross Rental Income 1,275,661
 Cost Percentage for use in Management Agreement 10%

PROFORMA OPERATING INCOME AND EXPENSE STATEMENT												
8 Months												
	4/30/27	12/31/2027	12/31/2028	12/31/2029	12/31/2030	12/31/2031	12/31/2032	12/31/2033	12/31/2034	12/31/2035	12/31/2036	12/31/2037
Effective Gross Income		856,201	1,309,987	1,336,187	1,362,911	1,390,169	1,424,923	1,460,546	1,497,060	1,534,486	1,572,849	1,612,170
Less Operating Expense		406,906	628,670	647,530	666,956	686,965	707,574	728,801	750,665	773,185	796,381	820,272
Net Operating Income		449,294	681,317	688,656	695,954	703,204	717,349	731,745	746,395	761,301	776,468	791,898
TIF Revenue		45,666	91,331	94,071	96,893	99,800	102,794	105,878	109,054	112,326	115,696	119,167
Real Estate Tax		60,888	121,775	125,428	129,191	133,067	137,059	141,171	145,406	149,768	154,261	158,889
Effective Real Estate Tax		(15,222)	(30,444)	(31,357)	(32,298)	(33,267)	(34,265)	(32,116)	(33,080)	(34,072)	(35,094)	(39,722)
After Tax NOI		434,073	650,873	657,299	663,657	669,937	683,084	699,629	713,315	727,229	741,373	752,175
Less RLP Repay		372,476	558,714	558,714	558,714	558,714	558,714	558,714	558,714	558,714	558,714	558,714
Less Other Repay		0	0	0	0	0	0	0	0	0	0	0
Cash Flow		61,597	92,160	98,586	104,943	111,224	124,371	140,915	154,601	168,515	182,660	193,462
Cash Flow per Unit		1,283	1,280	1,369	1,458	1,545	1,727	1,957	2,147	2,340	2,537	2,687
Debt Coverage Ratio(RLP)		1.17	1.16	1.18	1.19	1.20	1.22	1.25	1.28	1.30	1.33	1.35
Principal Balance(RLP)	18,654,429	18,654,429	18,654,429	18,654,429	18,654,429	18,654,429	18,654,429	18,654,429	18,654,429	18,654,429	18,654,429	18,654,429
Principal Balance(Other)	1,216,322	1,216,322	1,216,322	1,216,322	1,216,322	1,216,322	1,216,322	1,216,322	1,216,322	1,216,322	1,216,322	1,216,322
Operating Reserve Balance	645,424	655,105	664,932	674,906	685,030	695,305	705,735	716,321	727,065	737,971	749,041	760,277

Total Cash Flow
Projected over 12 Years

1,863,703

PROFORMA OPERATING INCOME AND EXPENSE STATEMENT, continued												
Yr 15												
	12/31/2038	12/31/2039	12/31/2040	12/31/2041	12/31/2042	12/31/2043	12/31/2044	12/31/2045	12/31/2046	12/31/2047	12/31/2048	
Effective Gross Income	1,652,474	1,693,786	1,736,130	1,779,534	1,824,022	1,878,743	1,935,105	1,993,158	2,052,953	2,114,542	2,177,978	
Less Operating Expense	844,880	870,227	896,334	923,224	950,920	979,448	1,008,831	1,039,096	1,070,269	1,102,377	1,135,449	
Net Operating Income	807,594	823,559	839,797	856,310	873,102	899,295	926,274	954,062	982,684	1,012,164	1,042,529	
TIF Revenue	122,742	126,424	130,217	134,123	138,147	142,291	146,560	150,957	155,485	160,150	164,954	
Real Estate Tax	163,655	168,565	173,622	178,831	184,196	189,721	195,413	201,276	207,314	213,533	219,839	
Effective Real Estate Tax	(40,914)	(42,141)	(43,406)	(44,708)	(46,049)	(47,430)	(48,853)	(50,319)	(51,828)	(53,383)	(54,985)	
After Tax NOI	766,680	781,418	796,391	811,602	827,053	851,864	877,420	903,743	930,855	958,781	987,544	
Less RLP Repay	558,714	558,714	558,714	558,714	558,714	558,714	558,714	558,714	558,714	558,714	558,714	
Less Other Repay	0	0	0	0	0	0	0	0	0	0	0	
Cash Flow	207,966	222,704	237,678	252,889	268,339	293,151	318,707	345,029	372,142	400,067	428,831	
Cash Flow per Unit	2,888	3,093	3,301	3,512	3,727	4,072	4,426	4,792	5,169	5,556	5,956	
Debt Coverage Ratio(RLP)	1.37	1.40	1.43	1.45	1.48	1.52	1.57	1.62	1.67	1.72	1.77	
Principal Balance(RLP)	18,654,429	18,654,429	18,654,429	18,654,429	18,654,429	18,654,429	18,654,429	18,654,429	18,654,429	18,654,429	18,654,429	
Principal Balance(Other)	1,216,322	1,216,322	1,216,322	1,216,322	1,216,322	1,216,322	1,216,322	1,216,322	1,216,322	1,216,322	1,216,322	
Operating Reserve Balance	760,277	771,681	783,256	795,005	806,930	819,034	831,319	843,789	856,446	869,293	882,332	895,567

PROFORMA OPERATING INCOME AND EXPENSE STATEMENT, continued										
	12/31/2049	12/31/2050	12/31/2051	12/31/2052	12/31/2053	12/31/2054	12/31/2055	12/31/2056	5/1/2057	
Effective Gross Income	2,243,317	2,310,617	2,379,935	2,451,333	2,524,873	2,600,619	2,678,638	2,758,997	947,256	
Less Operating Expense	1,169,512	1,204,597	1,240,735	1,277,957	1,316,296	1,355,785	1,396,459	1,438,352	493,834	
Net Operating Income	1,073,805	1,106,019	1,139,200	1,173,376	1,208,577	1,244,834	1,282,179	1,320,645	453,421	
TIF Revenue	169,903	175,000	180,250	185,658	191,227	196,964	202,873	208,959	107,614	
Real Estate Tax	226,537	233,333	240,333	247,544	254,970	262,619	270,497	278,612	143,485	
Effective Real Estate Tax	(56,634)	(58,333)	(60,083)	(61,886)	(63,742)	(65,655)	(67,624)	(69,653)	(35,871)	
After Tax NOI	1,017,171	1,047,686	1,079,116	1,111,490	1,144,835	1,179,180	1,214,555	1,250,992	417,550	
Less RLP Repay	558,714	558,714	558,714	558,714	558,714	558,714	558,714	558,714	186,238	
Less Other Repay	0	0	0	0	0	0	0	0	0	
Cash Flow	458,457	488,972	520,403	552,776	586,121	620,466	655,841	692,278	231,312	
Cash Flow per Unit	6,367	6,791	7,228	7,677	8,141	8,618	9,109	9,615	9,638	
Debt Coverage Ratio(RLP)	1.82	1.88	1.93	1.99	2.05	2.11	2.17	2.24	2.24	
Principal Balance(RLP)	18,654,429	18,654,429	18,654,429	18,654,429	18,654,429	18,654,429	18,654,429	18,654,429	18,654,429	
Principal Balance(Other)	1,216,322	1,216,322	1,216,322	1,216,322	1,216,322	1,216,322	1,216,322	1,216,322	1,216,322	
Operating Reserve Balance	895,567	909,001	922,636	936,475	950,522	964,780	979,252	993,941	1,008,850	1,023,982

To: Mary Davis, City of Portland
From: Anne Boynton, Urban Ventures, Inc.
Re: Loan Request Lambert Woods North, POAH
Date: 9/11/25

POAH (Preservation of Affordable Housing) and MCDP (Maine Cooperative Development Partners), for their Joint Venture (JV), request a loan of \$360,000 for a proposed new construction 72-unit rental housing development serving households at 60% AMI on the Lambert Woods North site. This is a capital investment of \$5,000/unit. A 75%, 30-year TIF was awarded to this project in 2023, a subsidy of \$3,705,106 or \$51,460 per unit. The undeveloped parcel of 17.95 acres was awarded to Maine Cooperative Development Partners (MCDP) in 2021 for a proposed limited equity cooperative development. MCDP has divided the property into two components: “Lambert North” (the project analyzed here) and “Lambert South,” a proposed limited equity cooperative discussed separately.

Sources and Uses

Sources:		Uses:	
Maine Housing Must Pay	\$10,158,429	Acquisition	\$5
Maine Housing 0% Deferred	\$8,496,000	Construction hard costs	\$23,723,409
City of Portland AHTF	\$360,000	Hard & Soft Contingency	\$1,226,447
Net Syndication (inc. solar)	\$11,339,414	Soft costs	\$4,783,506
Deferred Developer Fee:	\$3,000,000	Capitalized Reserves	\$1,086,798
POAH Sponsor Loans	<u>\$1,216,322</u>	Developer Fee	<u>\$3,750,000</u>
Total Sources:	\$34,570,165	Total Uses:	\$34,570,165

All sources have issued commitments. Maine Housing allocated 4% LIHTC, issued a commitment for mortgage financing, and a Notice to Proceed. POAH sponsor loans include Capital Magnet Funds (a federal subsidy awarded to POAH), some of which they are lending to this project and a bridge loan for Efficiency Maine funds for green energy costs.

Uses are also well defined, with construction hard costs documented by a GMP contract, and many soft costs fully incurred.

For analysis of “Uses,” see Development Budget.

Development Budget

Construction Costs:

Construction costs are based on a GMP contract with Penobscot dated 3/25/25. This includes provision for prevailing wage requirements. Total construction cost divided among the 72 residential units is \$329,492, all in, including site work and solar. This includes a 1.22% contingency on hard costs carried by Penobscot. While this cost per unit is consistent with the current construction cost environment.

Soft Costs:

Soft costs, though high in a few areas such as accounting, are within industry standard.

Paid developer fee is \$750,000, the Maine Housing cap for funded developer fee, with an additional deferred developer fee of \$3,000,000. Where the prior request was on the high end of reasonable at 8.1%, the current request of 12.61% is extraordinary for affordable housing development in Portland. The developer's argument for this high fee is that it generates additional LIHTC subsidy up front. It is a common practice in some jurisdictions for developers to take the maximum allowable developer fee in order to maximize both up front LIHTC and long-term return to the developer. It is incumbent on jurisdictions to set maximum fees with this practice in mind.

Contingency:

Hard cost contingency is carried in the development budget at 5%, the industry standard for new construction. The Penobscot estimate also includes a 1.22% contingency. Considering the continued high level of economic uncertainty, and persistent inflationary pressures in the construction industry, this is the bare minimum contingency.

Soft cost contingency is \$71,637, which is 1.5% of soft costs. This below industry standard of 5%. However, much of the soft cost budget is already incurred, reducing though not eliminating the risk of exceeding the contingency.

Acquisition:

The site is owned by the City, which awarded it to Maine Cooperative Development Partners for the development of a limited equity cooperative. When a cooperative did not appear viable within a reasonable period of time, MCDP brought in POAH as a Joint Venture partner to develop affordable rental housing on the "North" portion of the site. MCDP is contributing the land to the JV for \$5, clearly below the market value of the land.

The donation of the land is an important part of the subsidy package which keeps the rents affordable. There is no current appraisal of the land, but for some insight on how important the land subsidy is, there are currently 2 single family lots listed for sale in north Portland on Zillow (9/9/25), ranging in size from .19 acres to .30 acres and ranging in price from \$175,000 to \$300,000. MCDP plans to develop about 4 acres of the almost 18-acre total parcel, preserving substantial green space and wetlands. Roughly estimating the value of 1/10 of an acre at \$100,000, the 4 acres being developed would have an estimated value of \$4 million.

Operating Budget & 20 Year Cashflow Projection

Project Income:

The operating budget anticipates the maximum allowable LIHTC rents at each income level.

An update to a market study has been provided dated May 23, 2025. Unfortunately, it is based on 2024 LIHTC rents, so the information is dated, even though the report is not very old. With the 2024 data assumptions, the study finds the units have a 22%, 23% and 31% rent advantage to market units for 1, 2, and 3-bedroom units, respectively. Unlike prior versions of the market study, the update did not compare projected rents to other area LIHTC properties. In the 2023 market study, projected rents were just slightly above the average LIHTC rent, 101% of average area LIHTC rents for 1- & 2-bedroom units and 109% of average area LIHTC rents for 3-bedroom units. The 2025 weighted average capture

rate of 6.4% suggests plenty of demand for these units. The 2023 market study also found that 39.5% of Portland renters were rent burdened, adding evidence to pent-up demand for affordable units.

Residential vacancy is budgeted at the industry standard of 5%, which is slightly above Portland's recent vacancy rates. The market study found market-rate properties operating at 99% occupancy. LIHTC occupancy was not updated in 2025. In 2023, the LIHTC projects surveyed were at 96.1% occupancy.

This property is an experiment in reduced parking for -family-scaled housing in a car-dependent location— 53% of units are 2 or 3 bedrooms -- with one parking spot per unit. On site, there will be 54 dedicated parking spots for 72 units (.75 dedicated spots per unit). There will also be 28 on-street spots created as part of the Lambert North development. These will be free, but subject to snow restrictions. The on-street spots bring the total to 82 spots for 72 units, or 1.14 per unit. At the point the Lambert South development proceeds, another 27 on-street spaces will be created, to be shared with that development.

The bus line stops at the site and will be improved with a bus shelter. The site's walk score of 14 (considered "car dependent"), transit score of 31 ("some transit"), and bike score of 32 ("somewhat bike-able") suggest this location will be a challenge for those without a car.

Operating Expense

The pro forma reflects a per-unit operating cost of \$10,169, which appears very high on the face of it but in the current climate, is just plain high. Of that, \$1,691 per unit is real estate taxes. The "all in" projected utility expense, combining renter utility allowance and owner-paid utilities, totals \$252,424 per year, or an average per unit utility expense of \$292 per month. This is high for brand new construction with solar installed, though the unit mix includes 38 larger (two- and three-bedroom) units, 26 of which are in townhouse construction style, which generates more walls exposed to the elements. Administrative costs are under Maine Housing's ceiling. Grounds costs appear high, but there are significant exterior amenities to maintain, including interior roadways and parking.

30 Year Cashflow & Debt Service Coverage Ratio (DSCR)

The DSCR for the Maine Housing loan is sized to 1.15 in year 1, and increases over 30 years to 1.41, based on the 75% 30-year TIF. This meets industry standards.

Developer Financials

Though the Joint Venture documents have not been provided yet, the current application materials state that POAH and MCDP will have a 60/40 split of the control of the JV.

Consistent with the scale of POAH's operations (over 13,000 units), POAH is a financially mature organization with assets of over \$1.7 billion. Audits from 2018-2022 reflect steady, incremental growth in net assets averaging 6% per year. This is followed by sharp growth in net assets in 2023 and 2024, bringing net assets to \$409,098,254. POAH's scale of operations and accumulated net assets mitigate the risk of the slender soft cost contingency and broader economic uncertainty.

POAH's Current Ratio (current assets divided by current liabilities) is an extremely lean 1.03. However, to put this into perspective on the scale of their operations, that ratio reflects over \$202 million in current assets, and is current assets exceed current liabilities by \$6.6 million. The Quick Ratio or "Acid

Test" -- cash divided by current liabilities -- is 0.4 -- and still, POAH's cash position of \$79 million is a significant safety net for the organization.

POAHs financials are reflective of an organization engaged in significant development -- construction borrowing in 2024 was double 2023, while longer term debt has grown by 16%. Further indications of the substantial rise in development activity which is not yet in operation -- the value of construction bonds has tripled, while reserves for replacement are up a modest 7%. As is often the case for rental housing operators, expenses exceeded revenue by over \$40 million, but \$47 million of that expense was depreciation, a non-cash expense.

In January 2022, POAH received a bond issuer credit rating from Standard & Poor's rating of A+, which S&P describes as "Strong capacity to meet financial commitments, but somewhat susceptible to economic conditions and changes in circumstances." In April 2022, POAH issued \$75 million in 10-year sustainability bonds at 4.479%.

MCDP is a young organization and has not yet had an audit. Their 2024 Income/Expense shows no operating income and \$13,515 in expenses. However, that dramatically understates their activity. Consistent with GAAP, their project related predevelopment expenditures are accounted for on their balance sheet, in project pre-development accounts, one each for Lambert North and Lambert South. Douglass Commons condo construction activity has been moved to a different holding company. MCDP's 2024 Equity position (equivalent to a non-profit's "Net Assets") was \$262,752. MCDP ended 2024 with \$101,555 in current assets (cash holdings) and current term liabilities of \$49,981 for a current ratio of 2.03.

For 2025 through July 31, 2025, the Profit and Loss statement again reflects no income and limited (\$6,068) expenses. The action, again, is reflected on the Balance Sheet, where MCDP's equity position has declined modestly to \$204,620. MCDP shows current assets (cash & equivalents) of \$57,803, and current liabilities of \$14,000. The resulting current ratio is 4.13.

A substantial portion of MCDP's predevelopment funding has come from a subsidiary of UHAB, which lent the young organization up to \$1,235,000 at 1.5% interest. The current balance on that loan is \$894,104. The original two-year term of the predevelopment loan came due in 2023 and has been extended to 2027.

While MCDP is young, its financial transactions are increasingly complicated, and it will lay important groundwork for future financial stability to get an audit for operations through end of 2025.

Recommendations

I recommend a loan of \$360,000 with a 30-year term, to be repaid from cashflow with specific terms to be negotiated before executing loan documents and conditioned upon satisfactory review of the following prior to loan closing:

- Transfer of land consistent with project terms; and
- Executed Joint Venture agreements.

Project Operating Pro Forma

Date September 11, 2025
 Project Name Lambert Woods North
 Project Address 622 Auburn, Portland
 Developer/Sponsor POAH/MCDP

<u>Rental Income</u>				<u>Maximum LIHTC Rents</u>							
Unit Type	Number of Units	Per Unit Sq Ft	Total Sq Ft	Restriction on % Median Inc.	Per Unit Monthly Gross Rent	Utility Deductions	Rent Subsidy	Per Unit Monthly Net Rent	Per Unit Net Rent Per Sq Ft	Total Monthly Net Income	Total Annual Net Rent
1 BR	8	525	4200	60%	\$1,460	\$126		\$1,334	2.54	\$10,672	\$128,064
1 BR	26	525	13650	60%	\$1,460	\$182		\$1,278	2.43	\$33,228	\$398,736
2 BR	10	744	7440	60%	\$1,753	\$146		\$1,607	2.16	\$16,070	\$192,840
3 BR	28	1118	31304	60%	\$2,025	\$169		\$1,856	1.66	\$51,968	\$623,616
Total:	72		56594							\$111,938	\$1,343,256

\$143,184

Operating Expenses

Rent Increase Rate	2.0%
Expenses Increase Rate	3.0%

Note: Year 1 is the first full year of stabilized operations

		Year 1	Year 1/Unit	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Income												
Sch. Gross Income - Residential		\$1,343,256	\$18,656	\$1,370,121	\$1,397,524	\$1,425,474	\$1,453,983	\$1,483,063	\$1,512,724	\$1,542,979	\$1,573,838	\$1,605,315
Vacancy Loss	5.0%	(\$67,163)	(\$933)	(\$68,506)	(\$69,876)	(\$71,274)	(\$72,699)	(\$74,153)	(\$75,636)	(\$77,149)	(\$78,692)	(\$80,266)
Other income (laundry)		\$8,208	\$114	\$8,372	\$8,540	\$8,710	\$8,885	\$9,062	\$9,244	\$9,428	\$9,617	\$9,809
TIF (inflated at 2%)	75%	\$91,331	\$1,268	\$93,158	\$95,021	\$96,921	\$98,860	\$100,837	\$102,854	\$104,911	\$107,009	\$109,149
Effective Gross Income		\$1,375,632	\$19,106	\$1,403,145	\$1,431,208	\$1,459,832	\$1,489,029	\$1,518,809	\$1,549,186	\$1,580,169	\$1,611,773	\$1,644,008
Administrative												
Management Fee	5.6%	\$75,112	\$1,043	\$77,365	\$79,686	\$82,077	\$84,539	\$87,075	\$89,688	\$92,378	\$95,150	\$98,004
Management Charges	3.8%	\$51,163	\$711	\$52,698	\$54,279	\$55,907	\$57,584	\$59,312	\$61,091	\$62,924	\$64,812	\$66,756
Marketing Expense		\$3,000	\$42	\$3,090	\$3,183	\$3,278	\$3,377	\$3,478	\$3,582	\$3,690	\$3,800	\$3,914
Legal		\$7,500	\$104	\$7,725	\$7,957	\$8,195	\$8,441	\$8,695	\$8,955	\$9,224	\$9,501	\$9,786
Audit & Accounting		\$12,000	\$167	\$12,360	\$12,731	\$13,113	\$13,506	\$13,911	\$14,329	\$14,758	\$15,201	\$15,657
Admin Other		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Administrative		\$148,775	\$2,066	\$153,238	\$157,835	\$162,570	\$167,448	\$172,471	\$177,645	\$182,974	\$188,464	\$194,118
Supportive Services		\$31,963	\$444	\$32,922	\$33,910	\$34,927	\$35,975	\$37,054	\$38,165	\$39,310	\$40,490	\$41,704
Utilities												
Fuel Oil			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Natural Gas		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Electric		\$43,161	\$599	\$44,456	\$45,790	\$47,163	\$48,578	\$50,035	\$51,536	\$53,083	\$54,675	\$56,315
Water / Sewer		\$44,440	\$617	\$45,773	\$47,146	\$48,561	\$50,018	\$51,518	\$53,064	\$54,656	\$56,295	\$57,984
Other security camera contracts		\$13,700	\$190	\$14,111	\$14,534	\$14,970	\$15,419	\$15,882	\$16,359	\$16,849	\$17,355	\$17,875
Total Utilities		\$101,301	\$1,407	\$104,340	\$107,470	\$110,694	\$114,015	\$117,436	\$120,959	\$124,587	\$128,325	\$132,175
Total incl Utility Allowance												

Maintenance	Year 1	Year 1/Unit	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Grounds	\$78,563	\$1,091	\$80,920	\$83,347	\$85,848	\$88,423	\$91,076	\$93,808	\$96,623	\$99,521	\$102,507
Janitorial	\$43,963	\$611	\$45,282	\$46,640	\$48,040	\$49,481	\$50,965	\$52,494	\$54,069	\$55,691	\$57,362
Trash Removal	\$10,000	\$139	\$10,300	\$10,609	\$10,927	\$11,255	\$11,593	\$11,941	\$12,299	\$12,668	\$13,048
Security		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Equipment & Supplies	\$20,600	\$286	\$21,218	\$21,855	\$22,510	\$23,185	\$23,881	\$24,597	\$25,335	\$26,095	\$26,878
Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Maintenance Contracts	\$22,100	\$307	\$22,763	\$23,446	\$24,149	\$24,874	\$25,620	\$26,389	\$27,180	\$27,996	\$28,835
Other	\$1,100	\$15	\$1,133	\$1,167	\$1,202	\$1,238	\$1,275	\$1,313	\$1,353	\$1,393	\$1,435
Total Maintenance	\$176,326	\$2,449	\$181,616	\$187,064	\$192,676	\$198,456	\$204,410	\$210,542	\$216,859	\$223,365	\$230,065

Taxes & Insurance												
Real Estate Taxes	2%	\$121,775	\$1,691	\$124,211	\$126,695	\$129,229	\$131,813	\$134,449	\$137,138	\$139,881	\$142,679	\$145,532
Payroll Taxes / Fidelity Bond / Workers Comp / Health Ins.			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Insurance (property, liability)		\$119,595	\$1,661	\$123,183	\$126,878	\$130,685	\$134,605	\$138,643	\$142,803	\$147,087	\$151,499	\$156,044
Other			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Taxes & Insurance		\$241,370	\$3,352	\$247,393	\$253,573	\$259,913	\$266,418	\$273,093	\$279,941	\$286,968	\$294,178	\$301,577

Replacement Reserves	\$32,400	\$450	\$33,372	\$34,373	\$35,404	\$36,466	\$37,560	\$38,687	\$39,848	\$41,043	\$42,275
Operating Reserves		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Total Expenses	9375	\$732,135	\$10,169	\$752,881	\$774,226	\$796,185	\$818,779	\$842,024	\$865,940	\$890,547	\$915,865	\$941,914
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Net Operating Income		\$643,497	\$8,937	\$650,264	\$656,982	\$663,647	\$670,250	\$676,785	\$683,245	\$689,622	\$695,908	\$702,094
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Debt Service	\$558,634											
Maine Housing Interest Bearing	\$558,714	\$7,760	\$558,714	\$558,714	\$558,714	\$558,714	\$558,714	\$558,714	\$558,714	\$558,714	\$558,714	\$558,714
Second Lien		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Debt Service (Must Pay)	\$558,714	\$7,760	\$558,714	\$558,714	\$558,714	\$558,714	\$558,714	\$558,714	\$558,714	\$558,714	\$558,714	\$558,714

Cash Flow (after Must Pay Debt)	\$84,783	\$1,178	\$91,550	\$98,268	\$104,933	\$111,536	\$118,071	\$124,531	\$130,908	\$137,194	\$143,380
Debt Service Coverage Ratio	1.15		1.16	1.18	1.19	1.20	1.21	1.22	1.23	1.25	1.26

Cash Flow Debt Payments												
City or County	10.0%	\$8,478	\$118	\$9,155	\$9,827	\$10,493	\$11,154	\$11,807	\$12,453	\$13,091	\$13,719	\$14,338
Developer Fee Loan	90.0%	\$76,305	\$1,060	\$82,395	\$88,442	\$94,439	\$100,382	\$106,264	\$112,078	\$117,817	\$123,475	\$129,042
Cash Flow Retained by Project		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

	<u>Year 11</u>	<u>Year 12</u>	<u>Year 13</u>	<u>Year 14</u>	<u>Year 15</u>	<u>Year 16</u>	<u>Year 17</u>	<u>Year 18</u>	<u>Year 19</u>	<u>Year 20</u>
Income										
Sch. Gross Income - Residential	\$1,637,422	\$1,670,170	\$1,703,573	\$1,737,645	\$1,772,398	\$1,807,846	\$1,844,003	\$1,880,883	\$1,918,500	\$1,956,870
Vacancy Loss 5.0%	(\$81,871)	(\$83,508)	(\$85,179)	(\$86,882)	(\$88,620)	(\$90,392)	(\$92,200)	(\$94,044)	(\$95,925)	(\$97,844)
Other income (laundry)	\$10,006	\$10,206	\$10,410	\$10,618	\$10,830	\$11,047	\$11,268	\$11,493	\$11,723	\$11,958
TIF 75%	\$111,332	\$113,559	\$115,830	\$118,147	\$120,510	\$122,920	\$125,378	\$127,886	\$130,444	\$133,052
Effective Gross Income	\$1,676,888	\$1,710,426	\$1,744,635	\$1,779,527	\$1,815,118	\$1,851,420	\$1,888,449	\$1,926,218	\$1,964,742	\$2,004,037
Administrative										
Advertising	\$100,944	\$103,973	\$107,092	\$110,305	\$113,614	\$117,022	\$120,533	\$124,149	\$127,873	\$131,709
Office Payroll & Benefits	\$68,759	\$70,822	\$72,946	\$75,135	\$77,389	\$79,710	\$82,102	\$84,565	\$87,102	\$89,715
Office Supplies, Phone, Misc.	\$4,032	\$4,153	\$4,277	\$4,406	\$4,538	\$4,674	\$4,814	\$4,959	\$5,107	\$5,261
Mngr or Super Rent Free Unit	\$10,079	\$10,382	\$10,693	\$11,014	\$11,344	\$11,685	\$12,035	\$12,396	\$12,768	\$13,151
Audit & Accounting	\$16,127	\$16,611	\$17,109	\$17,622	\$18,151	\$18,696	\$19,256	\$19,834	\$20,429	\$21,042
Admin Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Administrative	\$199,941	\$205,939	\$212,118	\$218,481	\$225,036	\$231,787	\$238,740	\$245,902	\$253,279	\$260,878
Supportive Services	\$42,956	\$44,244	\$45,572	\$46,939	\$48,347	\$49,797	\$51,291	\$52,830	\$54,415	\$56,047
Utilities										
Fuel Oil	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Electric	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Gas	\$58,005	\$59,745	\$61,537	\$63,383	\$65,285	\$67,243	\$69,261	\$71,339	\$73,479	\$75,683
Water / Sewer	\$59,724	\$61,515	\$63,361	\$65,262	\$67,219	\$69,236	\$71,313	\$73,453	\$75,656	\$77,926
Other	\$18,412	\$18,964	\$19,533	\$20,119	\$20,722	\$21,344	\$21,984	\$22,644	\$23,323	\$24,023
Total Utilities	\$136,140	\$140,224	\$144,431	\$148,764	\$153,227	\$157,824	\$162,558	\$167,435	\$172,458	\$177,632

Maintenance	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
Janitorial	\$105,582	\$108,750	\$112,012	\$115,372	\$118,834	\$122,399	\$126,071	\$129,853	\$133,748	\$137,761
Exterminating	\$59,083	\$60,855	\$62,681	\$64,561	\$66,498	\$68,493	\$70,548	\$72,664	\$74,844	\$77,089
Trash Removal	\$13,439	\$13,842	\$14,258	\$14,685	\$15,126	\$15,580	\$16,047	\$16,528	\$17,024	\$17,535
Security	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Grounds	\$27,685	\$28,515	\$29,371	\$30,252	\$31,159	\$32,094	\$33,057	\$34,049	\$35,070	\$36,122
Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Elevator, HVAC, pool contracts	\$29,701	\$30,592	\$31,509	\$32,455	\$33,428	\$34,431	\$35,464	\$36,528	\$37,624	\$38,752
Other	\$1,478	\$1,523	\$1,568	\$1,615	\$1,664	\$1,714	\$1,765	\$1,818	\$1,873	\$1,929
Total Maintenance	\$236,967	\$244,076	\$251,399	\$258,941	\$266,709	\$274,710	\$282,951	\$291,440	\$300,183	\$309,189

Taxes & Insurance										
Real Estate Taxes or PILOT	\$148,443	\$151,412	\$154,440	\$157,529	\$160,680	\$163,893	\$167,171	\$170,514	\$173,925	\$177,403
Payroll Taxes / Fidelity Bond / Workers Comp / Health Ins.	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Insurance (property, liability)	\$160,726	\$165,547	\$170,514	\$175,629	\$180,898	\$186,325	\$191,915	\$197,672	\$203,602	\$209,711
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Taxes & Insurance	\$309,169	\$316,959	\$324,954	\$333,158	\$341,578	\$350,218	\$359,086	\$368,187	\$377,527	\$387,114

Replacement Reserves	\$43,543	\$44,849	\$46,195	\$47,580	\$49,008	\$50,478	\$51,992	\$53,552	\$55,159	\$56,814
Operating Reserves	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Total Expenses	\$968,716	\$996,293	\$1,024,668	\$1,053,863	\$1,083,904	\$1,114,814	\$1,146,620	\$1,179,346	\$1,213,022	\$1,247,673
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Net Operating Income	\$708,172	\$714,133	\$719,967	\$725,664	\$731,214	\$736,606	\$741,829	\$746,871	\$751,720	\$756,364
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Debt Service										
First Lien	\$558,714	\$558,714	\$558,714	\$558,714	\$558,714	\$558,714	\$558,714	\$558,714	\$558,714	\$558,714
Second Lien	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Debt Service (Must Pay)	\$558,714	\$558,714	\$558,714	\$558,714	\$558,714	\$558,714	\$558,714	\$558,714	\$558,714	\$558,714

Cash Flow (after Must Pay Debt)	\$149,458	\$155,419	\$161,253	\$166,950	\$172,500	\$177,892	\$183,115	\$188,157	\$193,006	\$197,650
Debt Service Coverage Ratio	1.27	1.28	1.29	1.30	1.31	1.32	1.33	1.34	1.35	1.35

Cash Flow Debt Payments											Cash Flow D
City or County	10.0%	\$14,946	\$15,542	\$16,125	\$16,695	\$17,250	\$17,789	\$18,311	\$18,816	\$19,301	\$19,765
Developer Fee Loan	90.0%	\$134,513	\$139,877	\$145,128	\$150,255	\$155,250	\$160,103	\$164,803	\$169,341	\$173,706	\$177,885
Cash Flow Retained by Project		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

		<u>Year 21</u>	<u>Year 22</u>	<u>Year 23</u>	<u>Year 24</u>	<u>Year 25</u>	<u>Year 26</u>	<u>Year 27</u>	<u>Year 28</u>	<u>Year 29</u>	<u>Year 30</u>
Income											
Sch. Gross Income - Residential		\$1,996,008	\$2,035,928	\$2,076,646	\$2,118,179	\$2,160,543	\$2,203,754	\$2,247,829	\$2,292,786	\$2,338,641	\$2,385,414
Vacancy Loss	0.0%	(\$99,800)	(\$101,796)	(\$103,832)	(\$105,909)	(\$108,027)	(\$110,188)	(\$112,391)	(\$114,639)	(\$116,932)	(\$119,271)
Other income (laundry)		\$12,197	\$12,441	\$12,689	\$12,943	\$13,202	\$13,466	\$13,735	\$14,010	\$14,290	\$14,576
TIF	75%	\$135,713	\$138,428	\$141,196	\$144,020	\$146,901	\$149,839	\$152,835	\$155,892	\$159,010	\$162,190
Effective Gross Income		\$2,044,117	\$2,085,000	\$2,126,700	\$2,169,234	\$2,212,618	\$2,256,871	\$2,302,008	\$2,348,048	\$2,395,009	\$2,442,910
Administrative											
Advertising		\$135,661	\$139,730	\$143,922	\$148,240	\$152,687	\$157,268	\$161,986	\$166,845	\$171,851	\$177,006
Office Payroll & Benefits		\$92,406	\$95,178	\$98,034	\$100,975	\$104,004	\$107,124	\$110,338	\$113,648	\$117,057	\$120,569
Office Supplies, Phone, Misc.		\$5,418	\$5,581	\$5,748	\$5,921	\$6,098	\$6,281	\$6,470	\$6,664	\$6,864	\$7,070
Mngr or Super Rent Free Unit		\$13,546	\$13,952	\$14,371	\$14,802	\$15,246	\$15,703	\$16,174	\$16,660	\$17,159	\$17,674
Audit & Accounting		\$21,673	\$22,324	\$22,993	\$23,683	\$24,394	\$25,125	\$25,879	\$26,655	\$27,455	\$28,279
Admin Other		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Administrative		\$268,704	\$276,765	\$285,068	\$293,620	\$302,429	\$311,502	\$320,847	\$330,472	\$340,386	\$350,598
Supportive Services		\$57,729	\$59,461	\$61,244	\$63,082	\$64,974	\$66,923	\$68,931	\$70,999	\$73,129	\$75,323
Utilities											
Fuel Oil		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Electric		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Gas		\$77,954	\$80,292	\$82,701	\$85,182	\$87,737	\$90,370	\$93,081	\$95,873	\$98,749	\$101,712
Water / Sewer		\$80,264	\$82,671	\$85,152	\$87,706	\$90,337	\$93,047	\$95,839	\$98,714	\$101,676	\$104,726
Other		\$24,744	\$25,486	\$26,251	\$27,038	\$27,849	\$28,685	\$29,545	\$30,432	\$31,345	\$32,285
Total Utilities		\$182,961	\$188,450	\$194,103	\$199,926	\$205,924	\$212,102	\$218,465	\$225,019	\$231,769	\$238,722

Maintenance	Year 21	Year 22	Year 23	Year 24	Year 25	Year 26	Year 27	Year 28	Year 29	Year 30
Janitorial	\$141,894	\$146,150	\$150,535	\$155,051	\$159,702	\$164,493	\$169,428	\$174,511	\$179,746	\$185,139
Exterminating	\$79,402	\$81,784	\$84,238	\$86,765	\$89,368	\$92,049	\$94,810	\$97,655	\$100,584	\$103,602
Trash Removal	\$18,061	\$18,603	\$19,161	\$19,736	\$20,328	\$20,938	\$21,566	\$22,213	\$22,879	\$23,566
Security	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Grounds	\$37,206	\$38,322	\$39,472	\$40,656	\$41,876	\$43,132	\$44,426	\$45,759	\$47,131	\$48,545
Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Elevator, HVAC, pool contracts	\$39,915	\$41,113	\$42,346	\$43,616	\$44,925	\$46,272	\$47,661	\$49,090	\$50,563	\$52,080
Other	\$1,987	\$2,046	\$2,108	\$2,171	\$2,236	\$2,303	\$2,372	\$2,443	\$2,517	\$2,592
Total Maintenance	\$318,464	\$328,018	\$337,859	\$347,995	\$358,434	\$369,187	\$380,263	\$391,671	\$403,421	\$415,524

Taxes & Insurance										
Real Estate Taxes or PILOT	\$180,951	\$184,570	\$188,262	\$192,027	\$195,867	\$199,785	\$203,780	\$207,856	\$212,013	\$216,253
Payroll Taxes / Fidelity Bond / Workers Comp / Health Ins.	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Insurance (property, liability)	\$216,002	\$222,482	\$229,156	\$236,031	\$243,112	\$250,405	\$257,918	\$265,655	\$273,625	\$281,833
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Taxes & Insurance	\$396,953	\$407,052	\$417,418	\$428,058	\$438,979	\$450,190	\$461,698	\$473,511	\$485,638	\$498,087

Replacement Reserves	\$58,518	\$60,274	\$62,082	\$63,944	\$65,863	\$67,838	\$69,874	\$71,970	\$74,129	\$76,353
Operating Reserves	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Total Expenses	\$1,283,329	\$1,320,020	\$1,357,775	\$1,396,625	\$1,436,604	\$1,477,743	\$1,520,078	\$1,563,642	\$1,608,473	\$1,654,607
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Net Operating Income	\$760,788	\$764,980	\$768,925	\$772,609	\$776,015	\$779,128	\$781,931	\$784,406	\$786,537	\$788,303
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Debt Service										
First Lien	\$558,714	\$558,714	\$558,714	\$558,714	\$558,714	\$558,714	\$558,714	\$558,714	\$558,714	\$558,714
Second Lien	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Debt Service (Must Pay)	\$558,714	\$558,714	\$558,714	\$558,714	\$558,714	\$558,714	\$558,714	\$558,714	\$558,714	\$558,714

Cash Flow (after Must Pay Debt)	\$202,074	\$206,266	\$210,211	\$213,895	\$217,301	\$220,414	\$223,217	\$225,692	\$227,823	\$229,589
Debt Service Coverage Ratio	1.36	1.37	1.38	1.38	1.39	1.39	1.40	1.40	1.41	1.41

Debt Payments										
City or County	0.0%	\$20,207	\$20,627	\$21,021	\$21,389	\$21,730	\$22,041	\$22,322	\$22,569	\$22,782
Developer Fee Loan	0.0%	\$181,867	\$185,640	\$189,190	\$192,505	\$195,571	\$198,372	\$200,895	\$203,123	\$205,040
Cash Flow Retained by Project	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Development Budget with Permanent Sources

Date 9/11/2025
Project Name Lambert Woods North
Project Address 622 Auburn, Portland
Developer/Sponsor POAH (in JV with MCDP)

Total Units 72
Total Square Feet 60,470

	Capital Application Costs 9.25		
	Total	Per Unit	Per Sq Ft
Sources of Funds			
Permanent Financing - Maine Housing interest bearing	\$10,158,429	\$141,089	\$168
Maine Housing 0% Deferred	\$8,496,000	\$118,000	\$140
Permanent Financing - City of Portland	\$360,000	\$5,000	\$6
Equity (LIHTC net syndication) \$ 11,329,215	\$11,339,414	\$157,492	\$188
Deferred development fee	\$3,000,000	\$41,667	\$50
Other POAH Sponsor Loan (CMF & Efficiency Maine)	\$1,216,322	\$16,893	\$20
Total Sources of Funds	\$34,570,165	\$480,141	\$572

Change	
TIF Commitment to Capital Ask	
\$ 482,885	5%
\$ -	0%
\$ 360,000	#DIV/0!
\$ 597,296	6%
\$ -	0%
\$ 958,047	371%
\$ 2,398,228	7%

Total Change Initial to Final	
\$765,718	8%
\$0	0%
\$360,000	#DIV/0!
\$1,537,514	16%
\$1,630,000	119%
\$1,216,322	#DIV/0!
\$5,509,554	19%

Uses of Funds

Hard Costs			
Site Improvements	\$4,000,273	\$55,559	\$68
Rehabilitation		\$0	\$0
New Construction \$1,375,000.00	\$17,332,437	\$240,728	\$287
Contractor's Profit & Gen. Requirements 12.0%	\$1,372,195	\$19,058	\$23
Hazardous Materials abatement (if contracted separ: \$1,411,286.00		\$0	\$0
Demolition Cost (if contracted separately)		\$0	\$0
Bond Premium	\$391,298	\$5,435	\$6
Other Solar	\$627,206	\$8,711	\$10
Hard Cost Contingency (% of hard costs) 6.3%	\$1,154,810	\$16,039	\$19
Total Hard Costs	\$24,878,219	\$345,531	\$411
627,797.00 POAH Total excludes solar			

\$ 1,132,934	40%
\$ 1,258,931	8%
\$ (1,092,512)	-44%
\$ 62,798	19%
\$ 352,206	128%
\$ 54,357	5%
\$ 1,768,714	8%

\$1,202,934	43%
\$1,657,741	11%
(\$841,387)	-38%
\$65,939	20%
\$627,206	#DIV/0!
\$104,261	10%
\$2,816,694	13%

Soft Costs			
Building Permit & Fees	\$750,000	\$10,417	\$12
Survey & Engineering \$ 556,796.00	\$556,796	\$7,733	\$9
Design & Permitting (% of const exp) 4.0%	\$1,338,048	\$18,584	\$22
Borrower Legal (all closings, excluding syndication legal)	\$185,000	\$2,569	\$3
Title & Recording	\$64,000	\$889	\$1
Accounting	\$50,000	\$694	\$1
Construction Period Taxes	\$30,000	\$417	\$0
Construction Period Insurance	\$225,000	\$3,125	\$4
Other: Owners Construction Rep		\$0	\$0
Other		\$0	\$0
Total Soft Costs	\$3,198,844	\$44,428	\$53

\$ (86,000)	-10%
\$ 458,796	468%
\$ 250,441	23%
\$ 75,000	68%
\$ 14,000	28%
\$ -	0%
\$ -	0%
\$ 75,000	50%
\$ 787,237	33%

(\$87,000)	-10%
\$458,796	468%
\$605,441	83%
\$85,000	85%
\$39,000	156%
\$30,000	150%
\$0	0%
\$165,000	275%
\$1,246,237	64%

Financing Costs			
Construction Loan Origination Fees		\$0	\$0
Construction Period Interest	\$906,000	\$12,583	\$15
Lender Inspection Fees	\$27,000	\$375	\$0
Letter of Credit Fee		\$0	\$0
Permanent Loan Fee	\$359,800	\$4,997	\$6
Construction Lender Legal		\$0	\$0
Other Tax Credit Monitoring Fee	\$174,860	\$2,429	\$3
Total Financing Costs	\$1,467,660	\$20,384	\$24

\$	24,642	3%
\$	27,000	#DIV/0!
\$	24,800	7%
\$	174,860	#DIV/0!
\$	53,740	4%

(\$217,000)	-19%
\$27,000	#DIV/0!
\$53,800	18%
\$174,860	#DIV/0!
(\$139,944)	-9%

Miscellaneous			
Market Survey	\$10,000	\$139	\$0
Appraisal	\$12,000	\$167	\$0
Environmental Study	\$ 15,000.00	\$0	\$0
LIHTC Fees -- prepaid monitoring		\$0	\$0
Other: FF&E	\$95,000	\$1,319	\$2
Relocation Costs		\$0	\$0
Other		\$0	\$0
Soft Cost Contingency (% of soft costs excl Dev Fee)	\$71,637	\$995	\$1
Total Miscellaneous:	\$188,637	\$2,620	\$3

\$	(20,000)	-67%
\$	-	0%
\$	(20,000)	-100%
\$	(15,000)	-14%
\$	(136,591)	-66%
\$	(358,623)	-66%

(\$5,000)	-33%
(\$3,000)	-20%
\$0	0%
(\$82,132)	-53%
(\$249,240)	-57%

Acquisition			
Acquisition: Buildings		\$0	\$0
Acquisition: Land	\$5	\$0	\$0
Acquisition: Legal		\$0	\$0
Other		\$0	\$0
Total Acquisition	\$5	\$0	\$0

\$	-	0%
\$	-	0%

\$0	0%
\$0	0%

Reserves and Developer Fee			
Operating Deficit Escrow	\$645,424	\$8,964	\$11
Prefunded Replacement Reserve	\$190,959	\$2,652	\$3
Taxes & Insurance Escrow	\$ 185,193.00	\$200,415	\$3
Developer Fee PAID	\$750,000	\$10,417	\$12
Developer Fee Deferred	\$3,000,000	\$41,667	\$50
Rent Up Reserve & Marketing		\$0	\$0
Other : Working Capital + "Insurance Reserve"	\$ 50,000.00	\$50,000	\$694
Total Reserves and Developer Fee	\$4,836,798	\$67,178	\$80

\$	50,262	8%
\$	(26,382)	-12%
\$	123,278	160%
\$	-	0%
\$	-	0%
\$	-	0%
\$	147,158	3%

\$39,177	6%
\$34,212	22%
\$132,415	195%
\$0	0%
\$1,630,000	119%
\$0	0%
\$1,835,804	61%

Total Uses of Funds			
	\$34,570,163	\$480,141	\$572

\$	2,398,226	7%
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\$5,509,551	19%
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Developer Fee Analysis: Total Fees: \$3,750,000
(excluding reserves & developer fee) percent of TDC: 12.61%

MEMORANDUM
City Council Agenda Item

FROM: Paul Bradbury, Jetport Director

DATE: September 23, 2025

SUBJECT: Order 65-25/26 Appropriating \$5,500,000 from the Portland International Jetport's Unrestricted Funds for a Battery Energy Storage System and Authorizing the Acceptance of Grants and Incentives - Sponsored by the Sustainability and Transportation Committee, Regina Phillips, Chair

SPONSOR: Sustainability and Transportation Committee, Regina Phillips, Chair. The Committee met on February 12, 2025 and voted 3-0 to recommend this project to the City Council.

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 10/6/2025

Final

Action 10/20/2025

Can action be taken at a later date: No , energy storage projects using the Federal Direct Pay Clean Electricity Investment Credit (CEIC) will be impacted by additional Foreign Entity of Concern (FEOC) restrictions if they have not commenced by December 31, 2025. The Jetport is seeking action on this item in October to avoid further restrictions on the CEIC.

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

PRESENTATION: Paul Bradbury, Jetport Director, will present this item, and be available to answer any Council questions.

I. SUMMARY

The Portland International Jetport is requesting a \$5.5 million appropriation from its unrestricted funds to install a Battery Energy Storage System (BESS) to provide electrical supply resiliency and reduce electrical consumption during ISO New England peak demand periods.

II. AGENDA DESCRIPTION

On February 12, 2025 the Sustainability & Transportation Committee voted unanimously to recommend this to the City Council for approval.

This order requests the Council appropriate total funding of \$5.5 million from the Jetport's unrestricted funds for a Battery Energy Storage System (BESS) project at the Portland International Jetport. The project will offset the Jetport's electrical loads during peak annual demand hours for ISO-New England and provide needed electrical system resiliency for the Jetport during utility power outages.

The \$5.5 million cost of the project will be offset by a Federal Direct Pay Clean Electricity Investment Credit (CEIC) estimated at \$2.1 million, Efficiency Maine Trust incentives payments estimated at \$900,000, and electric bill savings (ICAP-Installed Capacity Market, transmission, and distribution) that results in a projected payback for the project of 8.6 years.

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

III. BACKGROUND

The proposed project provides for the installation of a 1.9 MW /5.14 MWhr battery energy storage system (BESS) at the Jetport. The BESS will serve two functions:

1. It will allow the Jetport to offset load during the expected peak hours of demand by ISO New England. This allows the Jetport to eliminate loads during 15 of the peak annual demand hours for ISO-New England. Energy storage systems such as this BESS project will equip the region to take full advantage of non-continuous renewable energy sources such as wind and solar. This will reduce the need to add short-term peak demand natural gas and other combustion-based short-duration standby electrical power plants to meet ISO New England's Installed Capacity (ICAP) requirement.
2. It will provide needed electrical system resiliency during utility power outages. The Jetport experienced several utility electrical power interruptions in 2024. The terminal building is equipped with diesel generators, but these only cover life safety and limited operating loads during an outage. This severely limits the ability for the Jetport to conduct passenger operations during an outage. This project will provide full electrical back-up and resiliency to the portion of the terminal building completed in 2012. This means all airline ticket counters, the TSA security screening checkpoint, boarding bridges at gates 6 through 14, and the outbound baggage handling system will all be supported for up to five hours during a utility outage. Generally, utility outages at the Jetport have been less than three hours, but even this relatively short time frame causes significant delays and diversions of flight operations.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

This BESS project is an initial step in using energy storage to reduce peak electrical demands in the region and better match electrical production, including wind and solar, to needed demand through energy storage. This project supports the City Council's goals outlined in the City's Climate Action Plan, [One Climate Future](#).

V. FINANCIAL IMPACT

The \$5.5 million project would be funded from the Jetport's unrestricted fund balance, but will leverage electric bill savings, an Efficiency Maine commercial energy storage systems incentive agreement payments, and direct federal investment tax credit to achieve an 8.6-year payback on the initial investment. The projected cash flows and payback calculation are provided in the attached project financial pro forma and summarized below.

1. The project would be constructed with an immediate investment of \$5.5 million in Jetport unrestricted funds.
2. Upon completion of construction, the Jetport would apply for 40% of eligible project costs totaling \$2.1 million in reimbursement through the Inflation Reduction Act's provision allowing local governments to receive Federal Direct Pay Clean Electricity Investment Credits (CEIC) in support of clean energy projects like battery storage.
3. Efficiency Maine incentive payments estimated at \$1.08 million over the first ten years of operation.
4. Electrical demand, transmission, and distribution savings over the first ten years of the BESS project operation estimated to be \$3.2 million.

VI. STAFF ANALYSIS AND BACKGROUND

This project supports the City's One Climate Future goals and will provide a battery energy storage demonstration project for the region. Additionally, it provides a significant increase in operational resiliency for the Jetport during utility power outages.

VII. RECOMMENDATION

Portland International Jetport staff fully support this project and recommends the Council appropriate \$5.5 million from Jetport unrestricted funds to provide the initial capital investment to allow the project to proceed.

VIII. LIST ATTACHMENTS

1. Order - Appropriating 5.5M from Jetport Unrestricted Funds for Battery
2. Attachment A _BESS Financial Pro Forma
3. Attachment B _BESS Proposed Site Plan

4. Attachment D_Efficiency Maine funding Incentive Agreement
5. Attachment C_Project Description for Efficiency Maine funding Application

Prepared by:

Paul Bradbury, Jetport Director

Date: 09/23/2025

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

**ORDER APPROPRIATING \$5,500,000 FROM THE PORTLAND INTERNATIONAL
JETPORT'S UNRESTRICTED FUNDS FOR A BATTERY ENERGY STORAGE
SYSTEM AND AUTHORIZING THE ACCEPTANCE OF GRANTS AND INCENTIVES**

WHEREAS, the Portland International Jetport seeks to install a 1.9 megawatt / 5.14 megawatt hour Li-Ion Battery Energy Storage System (BESS) to offset the Jetport's electrical loads during peak annual demand hours for ISO-New England; and

WHEREAS, this project will provide needed electrical system resiliency for the Jetport during utility power outages; and

WHEREAS, the total cost of the project is estimated at \$5.5 million; and

WHEREAS, the project's cost will be offset by a Federal Direct Pay Clean Electricity Investment Credit (CEIC) estimated at \$2.1 million and Efficiency Maine Trust incentive payments estimated at \$900,000, for a total of \$3.0 million in offsets; and

WHEREAS, the project is financially justified by projected electric bill savings (ICAP-Installed Capacity Market, transmission, and distribution) which result in a projected payback period of 8.6 years.

NOW, THEREFORE, BE IT ORDERED, that the City Council of the City of Portland hereby appropriates the amount of \$5.5 million from the Portland International Jetport's Unrestricted Funds for the installation of a Battery Energy Storage System (BESS) project; and

BE IT FURTHER ORDERED, that the City Manager is hereby authorized to accept all Federal Direct Pay Clean Electricity Investment Credits and Efficiency Maine Trust incentives and to execute any and all agreements, contracts, and documents required to complete this project.

Attachment A

Portland Jetport Battery Storage Financial Pro Forma Ameresco Proposal

Scenario #1: 5 MWh System, Investment Tax Credit Equals 40% of Installed Cost



Pricing Date	EPC Price	Increase (\$)	Increase (%)
10/2/2024	\$4,209,474		
4/14/2025	\$4,573,230	\$363,756	9%
7/30/2025	\$5,272,712	\$1,063,238	25%

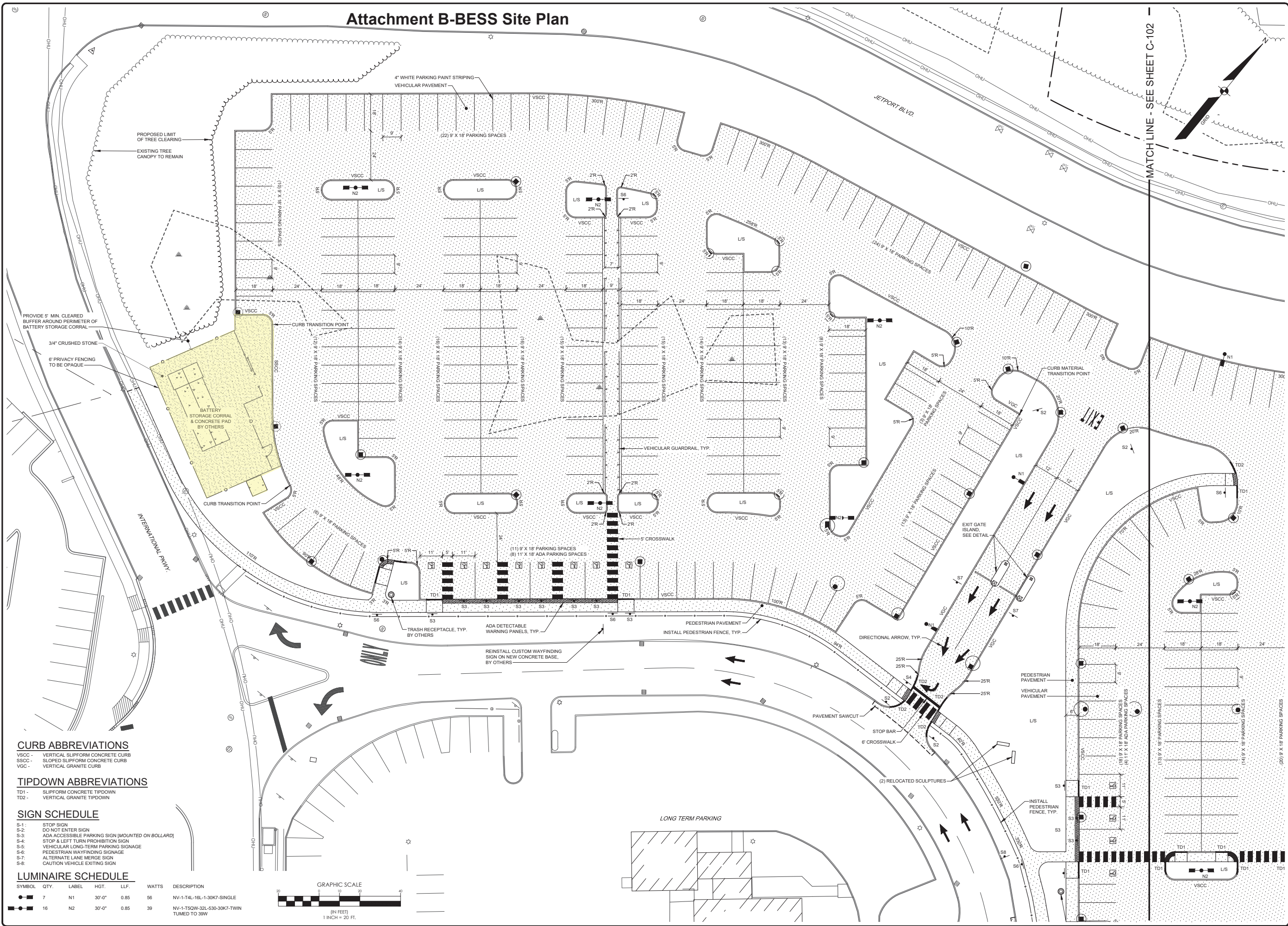
Value Generated (Electric Bill Savings + Program Payments)							Ongoing Costs for Jetport				Jetport Net Savings			System Payback	8.6 yrs
Year	ICAP Bill Savings	Transmission Bill Savings	Distribution Bill Savings	Efficiency ME Summer DR	Federal CEIC Direct Pay	Total Value Generated	CES Ops Support	Ameresco O&M Cost	Charging Losses	Total Annual Ops Cost	Annual Net Savings	Cumulative Net Savings			
0											(\$5,272,712)				
1	\$40,404	\$189,998	\$38,100	\$190,000	\$2,109,085	\$2,567,586	\$45,850	\$32,393	\$8,182	\$86,425	\$2,481,161	\$2,481,161	(\$2,791,551)		
2	\$53,893	\$192,264	\$37,869	\$183,350		\$467,377	\$46,738	\$33,365	\$8,345	\$88,448	\$378,929	\$2,860,090	(\$2,412,622)		
3	\$118,560	\$194,988	\$38,399	\$180,500		\$532,447	\$53,245	\$34,366	\$8,512	\$96,123	\$436,325	\$3,296,415	(\$1,976,297)		
4	\$119,022	\$199,586	\$38,927	\$177,650		\$535,184	\$53,518	\$35,397	\$8,683	\$97,598	\$437,587	\$3,734,001	(\$1,538,711)		
5	\$120,104	\$205,349	\$39,666	\$175,750		\$540,869	\$54,087	\$36,459	\$8,856	\$99,402	\$441,467	\$4,175,468	(\$1,097,244)		
6	\$121,181	\$211,254	\$40,414	\$34,770		\$407,620	\$61,143	\$37,552	\$9,033	\$107,729	\$299,891	\$4,475,359	(\$797,353)		
7	\$122,254	\$217,303	\$41,172	\$34,390		\$415,119	\$62,268	\$38,679	\$9,214	\$110,161	\$304,958	\$4,780,318	(\$492,394)		
8	\$124,010	\$224,747	\$42,172	\$34,200		\$425,130	\$63,769	\$39,839	\$9,398	\$113,007	\$312,123	\$5,092,440	(\$180,272)		
9	\$125,085	\$231,140	\$42,955	\$33,820		\$433,000	\$64,950	\$41,034	\$9,586	\$115,571	\$317,429	\$5,409,869	\$137,157		
10	\$126,870	\$236,758	\$43,354	\$33,630		\$440,613	\$66,092	\$42,266	\$9,778	\$118,135	\$322,477	\$5,732,346	\$459,634		
11	\$95,959	\$218,123	\$43,507	\$33,250		\$390,839	\$58,626	\$43,533	\$9,974	\$112,133	\$278,706	\$6,011,053	\$738,341		
12	\$97,319	\$222,298	\$43,908	\$33,060		\$396,585	\$59,488	\$44,839	\$10,173	\$114,500	\$282,085	\$6,293,137	\$1,020,425		
13	\$98,695	\$226,546	\$44,310	\$32,870		\$402,421	\$60,363	\$46,185	\$10,377	\$116,924	\$285,497	\$6,578,634	\$1,305,922		
14	\$100,087	\$230,868	\$44,715	\$32,680		\$408,349	\$61,252	\$47,570	\$10,584	\$119,407	\$288,943	\$6,867,576	\$1,594,864		
15	\$101,495	\$235,264	\$45,122	\$32,490		\$414,370	\$62,156	\$48,997	\$10,796	\$121,949	\$292,422	\$7,159,998	\$1,887,286		
16	\$102,314	\$238,325	\$45,263	\$32,110		\$418,012	\$62,702	\$50,467	\$11,012	\$124,181	\$293,831	\$7,453,829	\$2,181,117		
17	\$103,125	\$241,392	\$45,398	\$31,730		\$421,645	\$63,247	\$51,981	\$11,232	\$126,460	\$295,185	\$7,749,014	\$2,476,302		
18	\$104,558	\$245,945	\$45,803	\$31,540		\$427,846	\$64,177	\$53,541	\$11,457	\$129,174	\$298,672	\$8,047,686	\$2,774,974		
19	\$106,007	\$250,575	\$46,210	\$31,350		\$434,142	\$65,121	\$55,147	\$11,686	\$131,954	\$302,188	\$8,349,874	\$3,077,162		
20	\$107,471	\$255,283	\$46,619	\$31,160		\$440,533	\$66,080	\$56,801	\$11,919	\$134,801	\$305,733	\$8,655,607	\$3,382,895		
IRR															
Years 1-10	\$1,071,384	\$2,103,387	\$403,028	\$1,078,060	\$2,109,085	\$6,764,945	\$571,660	\$371,349		\$1,032,598	\$5,732,346	2.4%			
NPV	\$801,568	\$1,607,409	\$309,176	\$903,017	\$2,008,652	\$5,629,823	\$433,944	\$283,361		\$785,935	-\$408,404				
Avg Annual	\$107,138	\$210,339	\$40,303	\$107,806		\$676,494	\$57,166	\$37,135		\$103,260	\$573,235				
Years 1-15	\$1,564,938	\$3,236,486	\$624,590	\$1,242,410	\$2,109,085	\$8,777,509	\$873,545	\$602,475		\$1,617,511	\$7,159,998	6.4%			
NPV	\$1,063,575	\$2,208,637	\$426,850	\$990,433	\$2,008,652	\$6,698,147	\$594,193	\$405,870		\$1,096,230	\$313,528				
Avg Annual	\$104,329	\$215,766	\$41,639	\$82,827		\$585,167	\$58,236	\$40,165		\$107,834	\$477,333				
Years 1-20	\$2,088,413	\$4,468,006	\$853,883	\$1,400,300	\$2,109,085	\$10,919,687	\$1,194,871	\$870,412		\$2,264,080	\$8,655,607	8.3%			
NPV	\$1,281,341	\$2,720,705	\$522,282	\$1,056,242	\$2,008,652	\$7,589,221	\$727,854	\$517,147		\$1,364,991	\$906,208				
Avg Annual	\$104,421	\$223,400	\$42,694	\$70,015		\$545,984	\$59,744	\$43,521		\$113,204	\$432,780				

Portland Jetport
Battery Storage Financial Pro Forma
Assumptions & Model Inputs



			CMP Transmission (\$/kW-mo)	CMP Jul&Aug Distribution (\$/kW-mo)	ISO-NE Installed Capacity Price (\$/kW-mo)		Year	Energy Capacity	Usable Energy MWh	Tesla Warranty 120 Annual Cycles	Tesla Warranty 250 Annual Cycles
1.00	MW per summer	Efficiency Maine Trust DR Enrollment	1	\$23.03	\$19.05	\$3.37	1	100.0%	5.00	100.0%	100.0%
0.75	MW per month	Average CMP Demand Charge Reduction	2	\$24.15	\$19.62	\$4.65	2	96.5%	4.83	96.5%	95.0%
1.00	MW per month	CMP Demand Charge Reduction (Jul-Aug)	3	\$24.88	\$20.21	\$10.40	3	95.0%	4.75	95.0%	93.0%
1.00	MW per year	Cap Tag Reduction	4	\$25.87	\$20.82	\$10.61	4	93.5%	4.68	93.5%	91.5%
92%	%	Transmission Success Rate Years 1-10	5	\$26.91	\$21.44	\$10.82	5	92.5%	4.63	92.5%	90.0%
83%	%	Transmission Success Rate Years 11-20	6	\$27.99	\$22.08	\$11.04	6	91.5%	4.58	91.5%	88.5%
100%	%	ICAP Success Rate Years 1-10	7	\$29.10	\$22.75	\$11.26	7	90.5%	4.53	90.5%	87.5%
75%	%	ICAP Success Rate Years 11-20	8	\$30.27	\$23.43	\$11.48	8	90.0%	4.50	90.0%	86.5%
\$200	\$/kw-season	EMT DR Program Rate Years 1-5	9	\$31.48	\$24.13	\$11.71	9	89.0%	4.45	89.0%	85.5%
\$40	\$/kw-season	EMT DR Program Rate Years 6-20	10	\$32.43	\$24.49	\$11.95	10	88.5%	4.43	88.5%	84.5%
95%	%	EMT Average Battery Performance	11	\$33.24	\$24.86	\$12.19	11	87.5%	4.38	87.5%	83.5%
			12	\$34.07	\$25.23	\$12.43	12	87.0%	4.35	87.0%	82.5%
5%	%	NPV Discount Factor	13	\$34.92	\$25.61	\$12.68	13	86.5%	4.33	86.5%	82.0%
			14	\$35.79	\$26.00	\$12.93	14	86.0%	4.30	86.0%	81.0%
			15	\$36.69	\$26.39	\$13.19	15	85.5%	4.28	85.5%	80.5%
			16	\$37.61	\$26.78	\$13.45	16	84.5%	4.23	84.5%	79.5%
			17	\$38.55	\$27.18	\$13.72	17	83.5%	4.18	83.5%	79.0%
			18	\$39.51	\$27.59	\$14.00	18	83.0%	4.15	83.0%	78.0%
			19	\$40.50	\$28.01	\$14.28	19	82.5%	4.13	82.5%	77.5%
			20	\$41.51	\$28.43	\$14.56	20	82.0%	4.10	82.0%	76.5%

Attachment B-BESS Site Plan



CURB ABBREVIATIONS

VSCC - VERTICAL SLIPFORM CONCRETE CURB
SSCC - SLOPED SLIPFORM CONCRETE CURB
VGC - VERTICAL GRANITE CURB

TIPDOWN ABBREVIATIONS

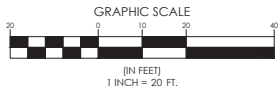
TD1 - SLIPFORM CONCRETE TIPDOWN
TD2 - VERTICAL GRANITE TIPDOWN

SIGN SCHEDULE

S-1: STOP SIGN
S-2: DO NOT ENTER SIGN
S-3: ADA ACCESSIBLE PARKING SIGN (MOUNTED ON BOLLARD)
S-4: STOP & LEFT TURN PROHIBITION SIGN
S-5: VEHICULAR LONG-TERM PARKING SIGNAGE
S-6: PEDESTRIAN WAYFINDING SIGNAGE
S-7: ALTERNATE LANE MERGE SIGN
S-8: CAUTION VEHICLE EXITING SIGN

LUMINAIRE SCHEDULE

SYMBOL	QTY.	LABEL	HGT.	LLF.	WATTS	DESCRIPTION
●	7	N1	30'-0"	0.85	56	NV-1-T4L-16L-1-30K7-SINGLE
●	16	N2	30'-0"	0.85	39	NV-1-T5QW-32L-530-30K7-TWIN TUNED TO 39W



OWENS A. MCCULLOUGH, P.E. 7122



G	04M 01/10/2025	SHEET G-02 REISSUED TO MAINE DEP
F	04M 11/15/2024	RE-ISSUE TO CITY OF PORTLAND FOR MAJOR SITE PLAN AMENDMENT
E	04M 08/30/2024	RE-ISSUE TO CITY OF PORTLAND FOR MAJOR SITE PLAN AMENDMENT
D	04M 08/16/2024	SHEET C-07 REISSUED TO MAINE DEP
C	04M 05/28/2024	OVERALL GRADING PLAN REISSUED TO MAINE DEP AND ACCE
B	04M 03/18/2024	ISSUED TO CITY FOR MAJOR SITE PLAN AMENDMENT
A	04M 02/29/2024	ISSUED TO MDP FOR SLODA / NPFA PERMIT APPLICATION
REV.	BY:	DATE: STATUS:

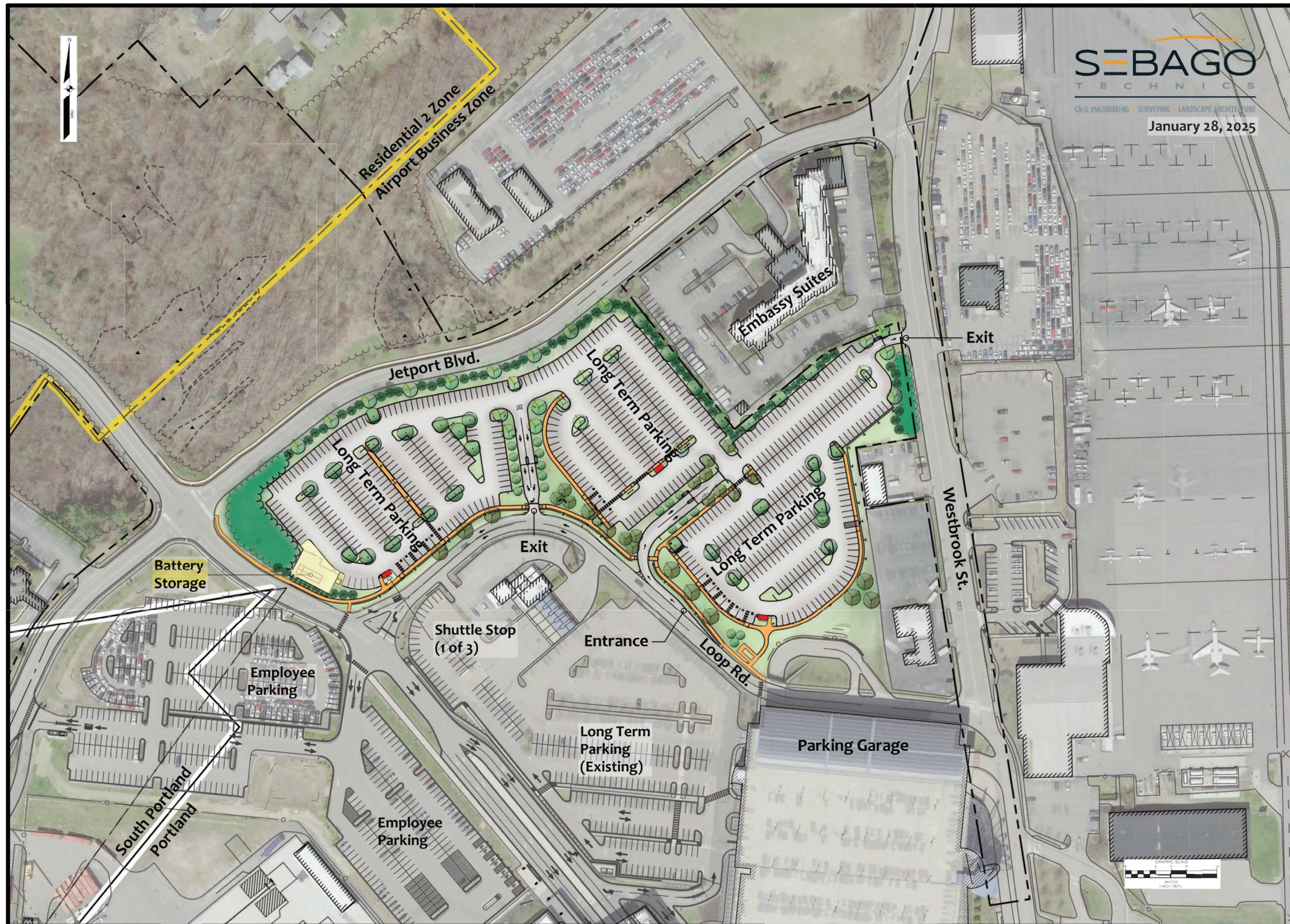
THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM SEBAGO TECHNICS, INC. ANY ALTERATIONS, AUTHORIZED OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO SEBAGO TECHNICS, INC.

SEBAGO
TECHNICS
WWW.SEBAGOTECHNICS.COM
75 John Roberts Rd.
South Portland, ME 04106
Tel. 207-200-2100

SITE PLAN
OF:
PORTLAND INTERNATIONAL JETPORT PARKING EXPANSION
1001 WESTBROOK STREET
PORTLAND, MAINE 04102
FOR:
PORTLAND INTERNATIONAL JETPORT PWM
CITY OF PORTLAND
1001 WESTBROOK STREET PORTLAND, MAINE 04102

DESIGNED	TFG
DRAWN	EPR
CHECKED	PDO
DATE	02/29/2024
SCALE	1" = 20'
PROJECT	19059

SHEET C-103



Enrollment No. 1515959

Contract No. 2024 0106

EFFICIENCY MAINE TRUST
INCENTIVE AGREEMENT
 Commercial & Industrial Custom Program
 Energy Storage Systems

THIS AGREEMENT is made by and between Efficiency Maine Trust, an independent quasi-state agency of the State of Maine ("Trust") and City of Portland, a body politic and corporate, located in the County of Cumberland, State of Maine federal tax identification number 01-6000032, with a place of business located at 389 Congress Street, Portland, Maine 04101 ("Recipient"). The Trust and the Recipient are each a "Party" and collectively, the "Parties."

WHEREAS, the Trust administers certain funds under programs designed to promote and advance measures, investments, and arrangements in the State of Maine that enhance energy efficiency, reduce electricity consumption, reduce peak demands, and reduce greenhouse gas emissions from fossil fuel combustion;

WHEREAS, the Trust has issued a Program Opportunity Notice ("PON") for funding of certain projects designed to meet specified program criteria (the "Program");

WHEREAS, Recipient has submitted an application in response to a PON for funding of a certain project under the Program (the "Application"), which project is described in the Project Description in Rider A (the "Project");

WHEREAS, the Trust, in reliance upon Recipient's representations contained in the Application and Recipient's covenants and commitments contained in this Agreement, has decided to make an award to Recipient under the Program for implementation of the Project (the "Incentive Award").

NOW, THEREFORE, for valuable consideration, the Parties hereby agree as follows.

1. INCENTIVE AWARD; PROJECT PERIOD; AND FUNDING DISBURSEMENTS.

- 1.1 Relying upon Recipient's representations in its Application and Recipient's compliance with all terms and conditions of this Agreement, the Trust will provide Recipient an Incentive Award as set forth in Rider B hereof for validated reduction in grid-supplied energy resulting from dispatches from Recipient's energy storage system during certain peak demand hours. Recipient acknowledges that payment of Incentive Award amounts is performance-based and that, based on Recipient's performance, the total Incentive Award amount set forth in Rider B may or may not be paid out by the Trust. Incentive Award payments are subject to the terms and conditions of the Program and this Agreement.
- 1.2 This Agreement shall commence on the date of final execution of this Agreement by the Parties and the Project shall be installed and placed into service by June 1, 2026 unless earlier terminated or extended in accordance with the provisions of this Agreement. Subject to the terms of this Agreement, Recipient's Program participation will continue for five (5) June-September performance seasons from the date the Project is placed into service (the "Project Period").
- 1.3 The Incentive Award shall be disbursed to Recipient by the Trust in accordance with the Performance Payment Schedule set forth in Rider B. The Trust's obligation to make payments or disbursements to Recipient is conditioned on Recipient's compliance with all material terms and conditions of this Agreement and the Program, provision of required information, interval data, and reports in accordance with Program requirements set forth in Rider A. Incentive Award amounts will be disbursed for dispatches from Recipient's energy storage system only to the extent supported by interval data.
- 1.4 Recipient acknowledges that payment of the Incentive Award is conditioned on Recipient's assignment to the Trust of capacity resource credits and forward capacity market revenues resulting from the Project.
- 1.5 By submitting or transmitting any data, documents, or information, Recipient is representing that such data, documents, and information are accurate. By paying all or a portion of any Incentive Award, the Trust does not waive its right to recover any payment later determined to be improper or not allowable under this Agreement.

2. STANDARDS OF PERFORMANCE.

2.1 Recipient shall, and shall cause its contractors to, perform all work and services in connection with the Project in a timely, professional, and workmanlike manner. Recipient shall perform, or cause to be performed, all work and services in accordance with the Program and Project Description.

2.2 Recipient shall be responsible to furnish or arrange for all qualified personnel, facilities, equipment, materials and services as necessary for the installation and performance of the energy storage system and shall provide and maintain competent and adequate supervision of the Project to ensure that all work and services conform to the Project Description.

2.3 Recipient shall, and shall ensure that its contractors, abide by and conform to applicable state, federal, and local laws, ordinances, rules, regulations, and standards in the performance of this Agreement and execution of the Project.

2.4 Recipient shall keep the Trust apprised of all material developments in connection with the Project and shall consult and coordinate with the Trust, through its Agreement Administrator, as necessary in the performance of the Project. The Trust reserves the right to monitor Recipient's performance of this Agreement, including the performance of any contractor, in order to verify compliance.

2.5 The Trust does not make any representations of any kind regarding the results to be achieved by the Project or the adequacy or safety of such measures. The Trust does not endorse, guarantee, or warrant any particular vendor, contractor, manufacturer or product, and it provides no warranties, express or implied, for any product or services. Neither the Trust nor its consultants are responsible for assuring that the design, engineering, or construction of the Project or installation of the energy efficiency and conservation measures is proper or complies with any particular laws, codes, or industry standards. Recipient is solely responsible for the design and implementation of the Project.

3. RECIPIENT REPRESENTATIONS AND RESPONSIBILITIES.

3.1 Recipient acknowledges that funding of the Incentive Award is provided for specified energy usage reductions according to the Program requirements and all applicable regulations. Recipient shall abide by the terms of this Agreement, including the terms and conditions contained in any Riders appended hereto.

3.2 All requirements, restrictions and obligations regarding the receipt and use of Program Incentive Awards are deemed incorporated in this Agreement and Recipient agrees to comply with all such requirements, restrictions and obligations.

3.3 Recipient represents that it is authorized to conduct business in the State of Maine and that it shall maintain its good standing throughout the term of this Agreement. Recipient represents that it has all requisite power and authority to execute this Agreement and perform the Project and that the execution and delivery of this Agreement and the performance of the Project have been duly authorized by all necessary action of its shareholders, directors, trustees, partners, members, or managers as appropriate.

3.4 Recipient represents that it is eligible to receive the Incentive Award and that it is not suspended, debarred or disqualified from receiving state contracts, grants, awards or other appropriations.

3.5 Recipient represents that it has filed all federal and state tax returns and reports as required by law and has paid all taxes, assessments and governmental charges due, except those contested in good faith in a proceeding with the assessing authority.

3.6 Recipient has disclosed any relationship, direct or indirect, between Recipient, its officers, directors, trustees, partners, members, managers, or employees, and the Trust or State that could reasonably give rise to a conflict of interest.

3.7 There has been no material adverse change in the business, operations, or financial condition of Recipient, or in the matters described in the Application pertaining to the Project, since the submission of the Application. Recipient represents that neither the Application, nor any document, report, or certification given by Recipient in connection with this Agreement or the Project contains any untrue statement of material fact or any knowing omission of material fact.

3.8 Recipient shall notify the Trust of any material change in Recipient's legal status, financial status, corporate status, or compliance status with applicable laws, or any other change in status of the Project that could have a material adverse effect on Recipient's ability to complete and implement the Project as described in Recipient's Application and this Agreement.

3.9 Recipient shall provide such documents and information and execute any additional documents, disclosures, certifications and statements of compliance as may be required under state or federal law or regulation, or as may be reasonably requested by the Trust in order to ensure compliance with applicable law or full performance of this Agreement.

3.10 Recipient acknowledges that a breach of any representation contained herein or the provision of any false or misleading information or knowing omission of material information in connection with the Project, whether by Recipient or its agents, may result in termination and revocation of the Incentive Award, require the immediate reimbursement of any Incentive Award amounts previously disbursed, and may result in Recipient's suspension or debarment from participation in Trust programs.

3.11 Recipient's representations constitute continuing representations.

4. SUSPENSION OF INCENTIVE AWARD.

4.1 The Trust may suspend Incentive Award disbursements and payments to Recipient for any of the following reasons:

- (i) Recipient's failure to comply with the terms and conditions of this Agreement, including any representation or covenant contained herein;
- (ii) Recipient's failure to execute the Project with due diligence, or to achieve an agreed Project milestone; or
- (iii) A material adverse change in Recipient's legal, business, or financial status.

4.2 The Trust shall provide Recipient with written notice of its decision to suspend Incentive Award disbursements and payments under this provision and shall provide Recipient with an explanation of the reasons therefor. The Trust shall specify the remedial actions that the Recipient must complete to successfully secure reinstatement of the Incentive Award.

5. TERMINATION OF AGREEMENT.

5.1 The Trust may declare Recipient to be in default of this Agreement upon the occurrence of any of the following events or circumstances ("Events of Default"):

- (i) Recipient's material breach of any representation, covenant, condition, or obligation under this Agreement;
- (ii) Recipient's violation of law;
- (iii) Recipient's failure to make regular and substantial progress toward the performance and completion of the Project;
- (iv) Recipient's failure to provide any periodic or final reporting or accounting as required under this Agreement or applicable law;
- (vi) Recipient's insolvency, receivership, assignment for the benefit of creditors, foreclosure, or voluntary or involuntary bankruptcy; or
- (vii) Any event of default identified elsewhere in this Agreement.

5.2 Without prejudice to any other rights or remedies, the Trust may terminate this Agreement upon any Event of Default by providing Recipient with thirty (30) days written notice of the Trust's intent to terminate, and the grounds therefor. Termination shall occur if any Event of Default remains fully or partially uncured thirty (30) days after the Trust has provided Recipient with the written notice of intent to terminate. The Trust shall have no further obligation to Recipient after termination.

5.3 Notwithstanding anything to the contrary in this Agreement, the Trust may terminate this Agreement, in whole or in part, in its discretion and without penalty, in the event that funds are de-appropriated, re-allocated, or restricted, the

Trust's authorization to operate or administer the Agreement or the relevant program or project is withdrawn or curtailed, there is a material change in project or program conditions, or there is a material change in legislation affecting the Trust's authority or operations.

5.4 The Trust reserves all rights and remedies available at law or in equity in the event of a breach of this Agreement by Recipient including, without limitation, the right to demand reimbursement of all Incentive Award funds disbursed under this Agreement and, upon such demand, Recipient shall immediately so reimburse the Trust. Without limiting the foregoing, in the event of Recipient's breach or default, Recipient shall pay on demand all of the Trust's costs, fees (including attorney and paralegal fees and disbursements, including such fees or disbursements arising in any bankruptcy case or proceeding), expenses, and damages of any kind incurred by or imposed on the Trust in connection with or as a consequence of Recipient's breach of this Agreement. The various rights, remedies, options and elections of the Trust in this Agreement are cumulative and not exclusive of any other right, remedy, or power allowed or available at law or in equity.

5.5 The Recipient may terminate this Agreement, in whole or in part, for good cause, including but not limited to, loss of personnel or funding to provide the services hereunder, upon no less than thirty (30) days prior written notice to the Trust.

6. **MISCELLANEOUS PROVISIONS.**

6.1 This Agreement shall be governed in all respects by the laws, statutes, and regulations of the State of Maine. Any legal proceeding instituted by the Trust or Recipient regarding this Agreement shall be brought in State of Maine administrative or judicial forums.

6.2 All terms of this Agreement are to be interpreted in such a way as to be consistent at all times with the other terms of this Agreement to the extent possible. The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

6.3 This Agreement, along with the Riders and other provisions expressly incorporated herein, contains the entire Agreement of the Parties, and neither party shall be bound by any statement or representation not contained herein or in a written amendment or change order signed by the Trust. This Agreement, and the rights and obligations hereunder, shall inure to the benefit of the Parties and their permitted assigns. 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 Agreement 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 Agreement, or to exercise an option or election under the Agreement, 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 Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement or at law.

6.4 The following Riders are attached to and made part of this Agreement:

- Rider A – Project Description and Project Development Milestones
- Rider B – Performance Payments
- Rider C – General Terms and Conditions
- Rider D – PON-EM-005-2024 v2

6.5 All progress reports, correspondence and related submissions from the Recipient shall be submitted to:

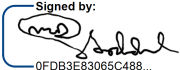
Name: Jesse Remillard
 Title: Senior Program Manager
 Efficiency Maine Trust
 Address: 168 Capitol Street, Suite 1
 Augusta, Maine 04330-6856
 Telephone: (207) 368-2558
 E-mail: jesse.remillard@efficiencymaine.com

This individual is designated as the Agreement Administrator on behalf of the Trust for this Agreement, except where specified otherwise in this Agreement or as replaced by the Executive Director of the Trust. The Agreement Administrator shall be the Trust's representative during the Project Period. He/she has authority to curtail services if necessary to ensure proper execution and compliance. He/she shall certify to the Trust when payments under the Agreement are due and the amounts to be paid. He/she shall make decisions on all claims of the Recipient, subject to the approval of the Executive Director of the Trust.

6.6. All notices under the Agreement shall be deemed to have been duly given and delivered: (i) upon delivery, if delivered by hand, (ii) three (3) business days following posting, if sent by registered or certified mail, return receipt requested, or (iii) one (1) business day after dispatch if sent overnight or next day delivery by national courier service, such as FedEx or UPS, with tracking receipt.

IN WITNESS WHEREOF, the Trust and Recipient have executed this Agreement through their authorized representatives.

EFFICIENCY MAINE TRUST

By: 
0FDB3E83065C488
Michael Stoddard, Executive Director
Date: 11/5/2024

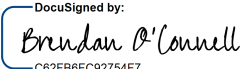
CITY OF PORTLAND

By: 
A4546612E752416
Danielle P. West, City Manager
Date: 11/5/2024

Approved as to form:


249780030A414ED
City Corporation Counsel's Office

Approved as to funds:


C62EB8EC92754E7
City Finance Director

RIDER A**PROJECT DESCRIPTION AND PROJECT DEVELOPMENT MILESTONES**

Recipient shall implement and perform the Project in accordance with the requirements of PON-EM-005-2024 v2, a copy of which is attached herewith as **Rider D**.

The Recipient will install a battery energy storage system (BESS) to reduce facility demand during summer peak demand periods. The BESS will be a non-export system installed at the Portland International Jetport.

Recipient will install the Project specified in its Program application as approved by the Trust, subject to any modifications as may be approved by the Trust (such approval not to be unreasonably withheld). At a minimum the Project must satisfy the following base criteria:

- The Project must be interconnected behind-the-meter;
- The Recipient's facility served by the BESS must be located in Maine and have an account with a Maine electric utility;
- The BESS capacity must be at least 20 kW;
- The Recipient's facility must have a peak electric demand greater than the total demand reduction anticipated from the BESS, unless otherwise approved by the Trust;
- The BESS must be able to collect and transmit 15-minute interval data;
- The system must be designed to maintain a minimum 80% battery round-trip efficiency;
- The BESS must carry at least a 10-year manufacturer's warranty;
- The BESS must be UL-listed or certified by another nationally recognized testing lab and be recognized as meeting all safety requirements; and,
- The BESS and its components must comply with all manufacturer installation requirements, applicable laws, regulations, codes, licensing, and permit requirements.

RESERVATION OF AWARD; PROJECT DEVELOPMENT MILESTONES. The Trust agrees to reserve the award for a period of two (2) years from the date of final execution of this Agreement by the Parties, unless extended, for anticipated payment of Incentive Awards to Recipient under this Agreement. This period shall be extended day for day to account for any implementation delays that are outside of Recipient's reasonable control, including but not limited to Central Maine Power Company's and ISO New England's timeline to complete the required interconnection studies for the Project, but in no event greater than three (3) years from the date of final execution of this Agreement by the Parties, unless otherwise agreed by the Trust in its sole discretion. Reservation of the incentive award is dependent on Recipient providing quarterly (calendar) progress updates and meeting certain specified progress milestones as set forth below unless the reason for delay is promptly communicated to and approved by the Trust. For the avoidance of doubt, the Trust has no obligation to continue to reserve the Award, if Recipient fails to satisfy the prescribed milestones within the prescribed periods.

Project Development Milestone 1:

Within 60 days of Project approval, the following must be submitted to the Trust:

1. Copy of utility interconnection application and confirmation of receipt from the utility;
2. Letter of intent detailing Recipient's financing plan for the system; and,
3. Copy of preliminary system design.

Project Development Milestone 2:

Within 180-365 days of Project approval, the following must be submitted to the Trust:

1. Proof of equipment purchase orders;
2. A completed building permit and electrical permit application;
3. A completed fire permit application (if applicable); and,
4. Proof of payment of the cost of interconnection upgrade costs (if applicable).

Project Development Milestone 3:

Within 365 to 730 days of Project approval, the following must be submitted to the Trust:

1. Local building department approval and electrical permit approval;
2. Fire department approval (if applicable);
3. Utility interconnect permission to operate letter;

4. Submission of the final as-built electrical drawing stamped by a Maine Professional Engineer (PE) and electrical inspection certificate;
5. The total installed project cost;
6. The decommissioning plan;
7. Evidence of applicable UL certifications for system equipment
8. All required safety certifications; and,
9. A commissioning report documenting the results of commissioning in accordance with manufacturer specifications.

Project Development Milestone 4:

The Recipient is responsible for purchasing and installing revenue grade metering capable of collecting 15-minute interval data. The metering location should be at the inverter unless the Trust agrees in writing to locating the point of metering elsewhere. Metered data points should include at a minimum:

- Average real power or kWh
- Voltage
- Current
- Power factor

Following commissioning, the Trust will require a minimum of fifteen (15) three (3)-hour BESS dispatches per summer season when electricity demand on the ISO-NE grid is at peak demand conditions. Timing of the BESS dispatch events are the sole responsibility of the Recipient and will not be dictated by the Trust. The goal of the Program is to reduce Recipient's facility electric load during the ISO-NE peak system hour or the installed capacity (ICAP) hour.

RIDER B**PERFORMANCE PAYMENTS**

Incentive Award: Up to \$1,250,000 at \$200 per kW for 5 years of verified BESS dispatch during ISO-NE peak load summer periods and in accordance with the Program terms (Based on an enrolled capacity of 1,250 kW and subject to adjustment as provided in the Agreement).

The Trust will provide an incentive award equal to \$200 per kW of validated reduction in grid-supplied energy if the BESS was dispatched during summer hours targeting the ISO NE ICAP hour. The system must be deployed at least 15 times per summer season (June, July, August, and September). To qualify for the performance payment, a dispatch must be at least three (3) hours long and cover at least one hour during which ISO-NE hourly load is within 15% of the peak summer hourly load.

PERFORMANCE PAYMENTS. The Trust will disburse any earned Incentive Award to the Recipient each year in the fourth quarter for up to 5 annual payments after review of each annual performance period from June through September. Each annual payment will be \$200 per kW of validated average demand reduction over 15 qualifying 3-hour deployments up to \$250,000. Recipient performance will be measured by interval data collected at the BESS inverter or through the BESS management system utilizing the revenue grade metering installed by Recipient.

AVERAGE DEMAND REDUCTIONS. Validated average demand reductions will be based on 15-minute interval data. Recipient must provide this data for each June-September performance period during the Project Period in order to qualify for each annual payment. Validation of the average demand reductions will consist of determining the 15 qualifying deployments with the highest average kilowatt impact over a 3-hour period.

QUALIFYING DEPLOYMENTS. Qualifying deployments will be determined as those that occur when ISO-NE hourly load is within 15% of the highest hourly load over the summer performance period. Each dispatch must be at least three (3) hours. Qualifying deployments must also achieve at least 50% of the enrolled kW capacity over an hour that ISO-NE load is found to be within 15% of the peak summer hourly load.

Recipient is responsible to provide the Trust with reasonably complete and accurate 15-minute interval data for both the BESS and the Recipient facility load for the performance period (June 1-September 30) at the conclusion of each performance period during the Project Period, and no later than October 15. For the avoidance of doubt, Incentive Award amounts shall be disbursed only for reductions in grid-supplied energy resulting from dispatches from Recipient's energy storage system during certain peak demand hours that are supported by interval data. Claimed BESS dispatches unsupported by corresponding interval data will not be compensated.

Following an evaluation of the interval data submitted by Recipient each year, the Trust will verify performance and calculate incentives that may have been earned during the subject performance period. The Trust will calculate incentives by taking the average performance of the dispatched energy storage capacity across all fifteen (15) dispatch events using 15-minute interval data. Only qualifying deployments, as described above, will be eligible. The Trust will discard dispatch events from the incentive calculation where those events occur when ISO-NE load is not within 15% of the peak monthly load. For example, if the BESS dispatched 6 times in June, and 2 events occurred when ISO-NE was *not* within 15% of the summer peak load, there would be only 4 qualifying dispatch events for the month. Once performance has been verified and incentives calculated for the subject performance period, the Trust will make payment of the earned Incentive Award for the performance period during the fourth quarter of the same year as the measured performance period. Late or incomplete data submission by Recipient will result in a delay in payment of any earned Incentive Award.

Timestamped BESS interval data must be submitted by Excel spreadsheet to the Trust's contact listed in the Agreement for the purpose of the performance evaluation. At a minimum, the datapoints shown under Milestone 4 in Rider A must be included.

Payments are subject to the Recipient's compliance with all terms set forth in this Agreement and subject to the availability of funds. All payments are subject to reimbursement by Recipient in the event of a breach of the Agreement.

RIDER C**GENERAL TERMS AND CONDITIONS**

1. **INDEPENDENT CAPACITY.** Recipient is an independent party and is not an agent or representative of the Trust. Recipient has no authority to represent or bind the Trust in any manner. Recipient shall be solely responsible for the performance of the Project and the conduct of its employees, agents, and contractors. Recipient shall be solely responsible for the payment of wages and benefits to its employees and the payment of contract and service fees to its contractors and vendors and for all associated tax withholding and reporting obligations.
2. **ASSIGNMENT.** Recipient shall not assign or otherwise transfer or dispose of its rights, interest, duties or obligations under this Agreement, including any right or interest in the efficiency measures or Equipment funded with the Incentive Award, without the prior express written consent of the Trust, which consent may be granted, denied, or conditioned in the Trust's reasonable discretion. Any purported transfer or assignment without prior written consent of the Trust shall be null and void.
3. **EQUAL EMPLOYMENT OPPORTUNITY; NON-DISCRIMINATION.** During the performance of this Agreement, Recipient shall abide by all applicable equal employment opportunity and nondiscrimination statutes, regulations, and orders including, without limitation, the Maine Human Rights Act. To the extent applicable, the provisions of 5 MRSA §784 are incorporated herein by reference and Recipient shall cause the such provisions to be inserted in any contract or subcontract for any work covered by this Agreement so that such provisions shall be binding upon each contractor or subcontractor.
4. **EMPLOYMENT AND PERSONNEL; STATE EMPLOYEES NOT TO BENEFIT.** Recipient shall not engage any person in the employ of the Trust or any State department or agency in a position that would constitute a violation of 5 MRSA § 18-A (Conflicts of Interest in Contracts with State) or 17 MRSA § 3104 (Conflicts of Interest in State Purchases). No individual employed by the Trust or the State at the time this Agreement is executed or any time thereafter during the Project Period shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom that would constitute a violation of 5 MRSA § 18-A or 17 MRSA § 3104. Recipient shall not engage on a full-time, part-time or other basis during the Project Period any other personnel who are or have been at any time during the Project Period in the employ of the Trust or any State department or agency, except regularly retired employees, without the written consent of the Executive Director of the Trust. Recipient shall not engage on this Project on a full-time, part-time or other basis during the Project Period any retired employee of the Trust who has not been retired for at least one year, without the written consent of the Executive Director of the Trust.
5. **NO SOLICITATION WARRANTY.** Recipient 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 Agreement and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for Recipient, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the Incentive Award or this Agreement.
6. **LOBBYING.** No State-appropriated funds shall be expended by the Recipient for influencing, or attempting to influence, an officer or employee of any agency, a member of the State Legislature, an officer or employee of the State Legislature, or an employee of a member of the State Legislature, in connection with the awarding of any agreement, the making of any grant or award, the entering into any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any agreement, grant, award, or cooperative agreement.
7. **RECORD RETENTION AND INSPECTION.** Recipient shall make and retain all such documents and records necessary to establish proper performance of the Project and to support all invoices and requests for payment under this Agreement. Recipient shall retain all project records (including financial records, progress reports, service, equipment, and material orders, invoices, evidence of payment, and payment and reimbursement requests) for a minimum of three (3) years following the expiration or termination of this Agreement. Recipient shall permit the Trust or its authorized representatives to examine such records and to interview any officer or employee of Recipient or any of its contractors regarding the work performed under this Agreement. Recipient shall furnish copies of all such records upon request.

8. ACCESS TO PUBLIC RECORDS. As a condition of accepting any public funds under this Agreement, Recipient hereby acknowledges and agrees that documents and information relating to Recipient's project, the Incentive Award and this Agreement, other than information designated confidential by statute, may be treated as public records under the freedom of access laws. The Trust requires transparency on how funds are managed, awarded, and spent. Accordingly, subject to the foregoing limitation on designated confidential information, Recipient hereby agrees to permit disclosure of information about Recipient's project and how Incentive Awards and Program funds were awarded and spent.
9. COMPLIANCE WITH LAW. Recipient shall comply with all applicable laws, rules, regulations and ordinances in the performance of this Agreement. Recipient is responsible to obtain and maintain all permits, licenses, and other approvals as may be required under applicable laws for implementation of Recipient's project and the performance of any work or services under this Agreement.
10. INDEMNIFICATION. Recipient agrees, to the extent of its insurance coverage, to indemnify, defend and save harmless the Trust and its officers, directors, trustees, agents and employees from and against any and all demands, suits, actions, claims, injuries, liabilities, losses, damages, costs, fees, and expenses (including attorney fees and legal expenses and the costs of enforcing any right to indemnification under this Agreement) made against or suffered or incurred by the Trust resulting from or arising out of Recipient's performance of this Agreement, the Project, or the installation or operation of the equipment or efficiency measures for which an incentive or award is provided by the Trust. Recipient's indemnity obligations shall not apply to the extent of the Trust's direct negligence.
11. NOTICE OF CLAIMS. Recipient shall give the Agreement Administrator immediate notice in writing of any legal action or suit filed related in any way to the Agreement or which may affect the performance of the Agreement or the Project, and prompt notice of any claim made against the Recipient by any contractor or vendor which may result in litigation related in any way to the Agreement or which may affect the performance of duties under the Agreement.
12. APPROVAL. This Agreement must have the written approval of the Executive Director of the Trust before it can be considered an enforceable contract binding on the Trust.
13. TAXES. Recipient shall be solely responsible for the determination and payment when due of all taxes that may be due in connection with the Incentive Award and the Project.
14. INSURANCE. Recipient shall maintain general liability insurance during the Project Period through Maine Municipal Association's (MMA) risk pool, subject to the Maine Tort Claims Act, and upon request, shall provide the Trust with a Certificate of Membership demonstrating proof of coverage, which shall satisfy the requirements of this section.
15. NON-APPROPRIATION. Notwithstanding any other provision of this Agreement, if the Trust does not receive sufficient appropriations to fund this Agreement, if funds are de-appropriated or re-allocated, or if the Maine State Legislature, the Maine Public Utilities Commission, or a state or federal court restricts or divests the Trust of its authority to expend funds, then the Trust will be relieved of any obligation to make further payments under this Agreement.
16. FORCE MAJEURE. The obligations of each party under this Agreement shall be excused for the duration of any Force Majeure Event that prevents a Party's ability to perform such obligations. A "Force Majeure Event" shall mean an act of God, act of war, riot, fire, explosion, flood or other catastrophe, or other condition or circumstance beyond the reasonable control of a Party and which could not reasonably be avoided by the Party claiming Force Majeure. The Party claiming Force Majeure shall notify the other Party upon the occurrence of a Force Majeure Event that will or is expected to prevent performance under this Agreement. The Trust may terminate this Agreement if a Force Majeure Event lasts more than 90 days.
17. SET-OFF RIGHTS. Without limiting any other right or remedy, the Trust shall have all common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the Trust's option to withhold for the purposes of set-off any monies due to Recipient under this Agreement up to any amounts due and owing to

the Trust with regard to this Agreement or any other agreement between Recipient and the Trust, including any agreement for a term commencing prior to the term of this Agreement.

18. RESERVATION OF IMMUNITIES; DAMAGE LIMITATION: The Trust is a quasi-state agency and governmental entity and expressly retains all defenses to, immunities from, and limitations of liability. Nothing in this Agreement is intended, nor shall be construed, to constitute a waiver of any defense, immunity, or limitation of liability that may be available to the Trust or Recipient, or to any of its officers, agents or employees, pursuant to the Eleventh Amendment to the Constitution of the United States of America, the Maine Constitution, the Maine Tort Claims Act (14 M.R.S.A. § 8101 et seq.), or any other state or federal statute or the common law. Except to the extent of any indemnity obligation of Recipient under this Agreement, in no event shall either Party be liable to the other Party, or any person or entity claiming through such Party, for indirect, incidental, special, or consequential damages of any kind, all of which are expressly waived by the Parties.
19. NO THIRD-PARTY RIGHTS. No person or entity that is not a party to this Agreement may assert any right or make any claim under this Agreement.
20. EFFICIENCY MAINE LOGO; PUBLIC DISCLOSURE. The “Efficiency Maine” name and logo are registered trademarks of the Trust. The Trust grants Recipient a limited, revocable, non-exclusive license to use the Efficiency Maine logo in connection with the Project to publicly acknowledge the Trust’s funding and participation in the Project. Any such use must be in strict accordance with the Trust’s design, image, and placement standards. The license to use the “Efficiency Maine” marks is revocable by the Trust at any time.
21. ENERGY DATA. Recipient grants the Trust and its agents access to its utility data and energy usage information as reasonably necessary in connection with the Project and the Program. Recipient authorizes the Trust and its agents to access facilities and records to collect, copy, and review data needed to measure and verify energy usage, electricity savings, fuel reductions, and Equipment performance (this may include but is not limited to utility bills, metering data, facility equipment surveys, information on operational practices, and site occupancy levels). Upon request, Recipient agrees to provide the Trust or its agents associated data from a period prior to the start of the Project as necessary to establish baseline energy and/or fuel use and costs.
22. INFORMATION IN SUPPORT OF THE PROGRAM. The Trust is required to report on use of and the performance of energy efficiency and conservation programs and projects. Information from these reports may be made available to the public. Recipient agrees to cooperate with the Trust on such reporting and shall provide information related to the award, this Agreement, the Project, and any related agreement as requested or required by the Trust to meet its obligation to provide accurate, complete, and timely information to the public, to meet the Program reporting requirements, and/or to comply with state or federal law or regulation.
23. SITE VISITS. The Trust has the right to make site visits at reasonable times to review Project progress, performance, and operation. Recipient shall provide reasonable access to facilities, resources, and assistance for the safety and convenience of the Trust and its representatives to perform their duties. All site visits will be performed in a manner that does not unduly interfere with or delay the work or operations of Recipient or its contractors. Site visits shall be subject to Recipient’s reasonable facility access, safety, security, and confidentiality policies.
24. MEASUREMENT AND VERIFICATION. Recipient shall allow independent third-party verification of Project installation and performance under terms as may be reasonably established by the Trust. Recipient shall work in good faith with the Trust to develop a measurement and verification plan designed to assess the performance of the Equipment and achievement of Project and Program goals. Recipient shall conduct and cooperate in such auditing and reporting as may be necessary to assess performance of the Project and shall provide information as may be necessary or useful for such purposes.
25. CAPACITY RESOURCES; CREDITS; FORWARD CAPACITY REVENUE. It is understood that the Project is intended to achieve certain energy efficiencies, reductions in fuel usage, and reductions in electricity consumption and that the Project may produce or result in certain marketable or tradable credits, benefits, and proceeds, including energy efficiency capacity resources, renewable energy credits, and forward capacity market credits, payments, or revenues (collectively, the “Capacity Resources, Credits and Revenues”). In consideration of the Incentive Award, and unless otherwise expressly agreed in writing by the Trust, the value of all such Capacity

Resources, Credits and Revenues produced or resulting from the Project for the expected lifetime of the equipment and measures installed or implemented under this Agreement shall be deemed owned by the Trust and the Trust shall have the sole right to bid, trade, transfer, sell, assign, use, and apply all such Capacity Resources, Credits and Revenues for the benefit of the Trust and the programs administered by the Trust under the Efficiency Maine Trust Act. Recipient hereby transfers and assigns to the Trust all of Recipient's right, title, and interest in such Capacity Resources, Credits and Revenues. For avoidance of doubt, the BESS will not be registered with a capacity supply obligation.

26. VENDOR OR CONTRACTOR SELECTION. Recipient may select any vendor or contractor to provide the equipment and perform the work for the Project. Recipient is solely responsible for management of its Project vendors and contractors.
27. ADDITIONAL CONTRACTING REQUIREMENTS. All requirements, restrictions and obligations regarding the use of State or Trust funds and Incentive Awards are deemed incorporated in this Agreement to the extent necessary to ensure compliance with applicable law. Any alterations, additions, or deletions to the terms of the Agreement that are required by changes in law or regulation governing the use of State or Trust funds or Incentive Awards are automatically incorporated in the Agreement without the necessity of a formal written amendment. Recipient agrees to comply with all such requirements, restrictions and obligations and shall cause its contractors to comply with all such requirements, restrictions and obligations.
28. SURVIVAL. The terms, conditions and obligations in this Agreement which by their nature or intent continue beyond termination or expiration of this Agreement, including, without limitation, provisions regarding document retention, audit, site visits, reporting, use and performance of the funded equipment and measures, indemnity and remedies, shall survive the termination or expiration of this Agreement.

RIDER D
(Starting on next page)



**EFFICIENCY MAINE TRUST
PROGRAM OPPORTUNITY NOTICE**

Energy Storage System Program

PON EM-005-2024 v2

Opening: July 1, 2023
Closing: Per Program Availability

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Section 1: PON INFORMATION AND INSTRUCTIONS

1.1 Purpose of This Application Request

Through this competitive Program Opportunity Notice (PON), the Efficiency Maine Trust (the Trust) is seeking applications from demand metered customers in Maine with the goal of installing and dispatching energy storage systems (ESS) to reduce load during ISO-New England peak load conditions. The Trust will refer to this as the Energy Storage System Program Opportunity Notice (this PON). Projects awarded through this PON will be supported with funds from Electric Efficiency Procurement.

1.2 Program Description

The Trust is seeking applications from customers with demand meters to install and dispatch energy storage during ISO-New England peak summer load conditions. The Trust will require participants awarded under this PON to remain active in the program for a minimum of 5-years. Incentive awards will be \$200 per kW (per year for 5 years) of verified ESS dispatch during ISO-New England peak summer load conditions. Incentives will be issued following a performance evaluation period each fall for the 5-year commitment period. After the 5th year of participation, the customer will be eligible to apply for the incentive rate (if any) offered by the ESS PON in effect at the time on a year-to-year basis.

Annual incentive awards are anticipated to be capped at \$600,000 per year per project and \$3,000,000 over five years per project. Eligible systems must be at least 20 kW in size.

For incentive award consideration, applicants must submit a timely and complete application for an eligible project that satisfies the criteria and requirements set forth in this PON.

1.3 Contact Person

The Trust encourages any applicant who has interest in this PON to contact the Trust. The Trust's designated contact for this PON is as follows:

Jesse Remillard, Senior Program Manager
Efficiency Maine Trust
168 Capitol Street, Suite 1
Augusta, ME 04330-6856
jesse.remillard@efficiencymaine.com
(207) 368-2558

1.4 Program Term and Schedule

The Trust will accept applications to PON EM-005-2024 starting on July 1, 2023. This PON will close upon the full commitment of all available funds. The Trust will review applications periodically and make awards to applicants who meet the criteria set forth within this PON.

1.5 Efficiency Maine Trust Rules

Notwithstanding anything to the contrary in this PON, all applications submitted in response to this PON, and any incentive award resulting from this PON, shall be subject to all applicable rules and regulations of the Efficiency Maine Trust. See *State of Maine Rules Chapters for Independent Agencies*, 95-648 Efficiency Maine Trust.

Section 2: PROJECT ELIGIBILITY

2.1 Award Limitations

The Trust has budgeted a total of \$5,000,000 to be available for qualifying projects submitted under PON EM-005-2024. To ensure diversity of participants and minimize program non-performance risk, there is an annual performance incentive limit of \$600,000 per site per year, not to exceed \$3,000,000 per site over five years. The Trust will guarantee performance incentive eligibility providing that the project continues to demonstrate project milestone completion as described in [Section 5.2](#).

The incentive limit applies to single entities or multiple entities that are part of an affiliated group of companies under common ownership or control. Funds received through the Custom Electric PON EM-001-2024, Custom Thermal PON EM-002-2024, Custom Distributed Generation PON EM-003-2024 or through the Trust's Commercial and Industrial (C&I) Prescriptive Program for other projects will not be considered toward this cap.

2.2 Performance Incentives

Events

The Trust will require a minimum of fifteen (15) three-hour ESS dispatches per summer season when electricity demand on the ISO-New England grid is at peak demand conditions. Timing of the ESS dispatch events are the sole responsibility of the participant and will not be dictated by the Trust. The goal of the program is to reduce facility electric load during the ISO-New England peak system hour or the installed capacity (ICAP) hour.

Incentives

The Trust will provide an incentive award equal to \$200 per kW of validated reduction in grid-supplied energy if the ESS was dispatched during summer hours targeting the ISO NE ICAP hour. The system must be deployed at least 15 times per summer season (June, July, August, and September). Conditions of the performance payment are:

- Each dispatch must be at least 3 hours.
- ISO NE load must be within 15% of the peak summer load for the discharge event to qualify.

Following an evaluation period in the early fall, the Trust will verify performance and calculate incentives. The Trust will calculate incentives by taking the average performance of the dispatched energy storage capacity across all fifteen (15) dispatch events using 15-minute interval data. The Trust will discard dispatch events from the incentive calculation where those events occur when ISO NE load is not within 15% of the peak monthly load. For example, if the ESS dispatched 6 times in June, and 2 events occurred when ISO NE was not within 15% of the summer peak load, there would be 4 qualifying dispatch events for the month.

Data Requirements

Customer performance will be measured by interval data collected at the ESS inverter or through the ESS management system. All participants are required to install revenue grade metering capable of providing 15-minute interval data. The Trust must have access to this data to complete performance validation. The cost for any metering equipment and data collection capability required to partake in this PON is the responsibility of the customer. For purposes of the performance evaluation, the following data must be provided:

Energy Storage System Program**PON EM-005-2024 v2**

- 15 min interval data of battery activity for the months of June, July, August, and September.
- 15 min interval data of facility load for the months of June, July, August, and September.

Incentive Distribution

Incentives will be distributed in the fall after performance is validated. A notification of the incentive award will be sent to each participant. This process will take place each fall for a total of five years. The Trust will reserve the right to delay incentive payments due to issues such as missing interval data or abnormalities in event performance that necessitate further data review.

2.3 Eligible Projects

The following are requirements for projects to be eligible for funding under this PON:

- The ESS has yet to be installed;
- The project will be interconnected behind-the-meter;
- The facility must be located in Maine and have an account with a Maine electric utility;
- The ESS will range in capacity from approximately 20 kW to 3,000 kW;
- The facility must have a peak electric demand greater than the total demand reduction anticipated from the ESS;
- The ESS must be able to collect and transmit 15-minute interval data;
- An application must be approved by the Trust prior to participation;
- All systems must be designed to maintain a minimum 80% battery round-trip efficiency;
- The energy storage technology must carry at least a 10-year manufacturer's warranty;
- The energy storage technology must be UL-listed or certified by another nationally recognized testing lab and be recognized as meeting all safety requirements; and,
- The system and its components must comply with all manufacturer installation requirements, applicable laws, regulations, codes, licensing, and permit requirements.

Payments awarded under this PON are intended to influence the participation of projects that the applicant would not otherwise implement if not for the incentive.

2.4 Ineligible Projects

The following projects are not eligible for funding under this program:

- Systems configured for grid export;
- Participants without the required interval metering and data transmission capability;
- Electricity customers receiving service at transmission and subtransmission voltage levels are not eligible for the PON.¹
- Facilities not located in Maine or served by a Maine electric utility; or,
- Residential and small business customers.

Section 3: AWARD CRITERIA

Successful applications for an incentive award will demonstrate the project's ability to meet or exceed the criteria related to peak demand reductions and overall project readiness described in this section.

¹ For the purposes of this PON, "transmission voltage levels" means 44 kilovolts or more, and "subtransmission voltage levels" means 34.5 kilovolts.

3.1 Grid-Supplied Peak Demand Energy Reductions

Dispatch of the ESS must be targeted at ISO-New England summer peak demand times and result in verifiable reductions of customer electric load. The Trust will require that the dispatch of the ESS is measurable as described in [Section 2.2](#). All applications will be subject to an engineering review to validate project feasibility and cost-effectiveness. The Trust reserves the right to request more information when reviewing applications and when validating performance.

The Trust reserves the right to reject applications that do not fundamentally advance the goal of reducing grid supplied electricity peak demand. To participate in this PON, an applicant must first submit an application and be approved by the Trust for participation.

3.2 Management and Resource Adequacy and Project Readiness

Applications will be evaluated based on the resources and management in place to execute and maintain projects, as well as an overall assessment of project readiness. Please refer to [Section 4](#) for application requirements. The Trust will consider evidence that the following factors are in place when assessing project management and resource readiness:

- **Technical and Financial Proposal:** Applicants must include a clear discussion of how the ESS will be dispatched to target ISO-New England peak demand conditions. The applicant should also report the anticipated facility-specific electric energy and monetary benefits associated with peak demand dispatch during other months of the year. Additional benefits including offsetting internal combustion engine emergency generation co-located at the facility should also be discussed, if relevant.
- **Energy Storage System Technical Specifications:** Applicants must include a discussion of the ESS's underlying technologies, equipment and controls configuration, capacity, battery round-trip efficiency, siting and permitting considerations, and capability of the system to accurately target ISO-New England summer peak demand conditions.
- **Project Approvals:** Applicants must include evidence that all necessary project execution approvals are in place to proceed. If the applicant is unable to secure all necessary approvals before submitting the application, it must include a letter from the individual(s) with the authority to approve the project clearly stating the conditions needed for approval.
- **Costs and Financing:** Applicants must include evidence of the ability to fund or finance any project costs required to install the ESS through internal sources, third-party financing agreements, project partners, or other commitments.
- **Project Budget and Schedule:** Applicants must include the project's budget and schedule reflecting the required lead time for equipment procurement, installation, and commissioning.
- **Permitting and Interconnection:** Applicants must include the need for and status of all necessary permitting and utility interconnection requirements.
- **Project Management Organization and Qualifications:** Applicants must include the relevant qualifications of the project team including sub-contractors.
- **Risk Management:** Applicants must include a discussion of the strategies in place to limit exposure to uncertain future events that, if they materialize, will impact the ability of the project to deliver the claimed demand reductions.

The Trust reserves the right to disqualify an application that fails to demonstrate sufficient experience, planning, and resources needed to execute a successful project.

Section 4: APPLICATION REQUIREMENTS

Applications must present a concise and complete description of the proposed project and the applicant's capabilities for satisfying the requirements outlined in this PON. Applicants must adhere to the following outline and page limitations where specified.

4.1 Technical and Financial Proposal

The PON response should focus on the Technical and Financial Proposal and has no page restriction.

The ability for the ESS to provide demand reduction capability and the magnitude of expected peak demand impact should be a key focus presented in the Technical and Financial Proposal. The Technical and Financial Proposal should include an estimation of the demand impact and the calculation methodology, data, inputs, and assumptions used. All information and data that calculations are based on should be specific to the project site and as well-documented as possible. Please include a copy of the calculations in an Excel workbook or other open format that allows for a transparent review of inputs. The analysis should make use of facility metered consumption data and specified equipment performance data. Where this data is not available or practical to obtain, inputs and assumptions used in the analysis should be project specific and be accompanied by a clear explanation of how they were derived. The proposal should include:

- A high-level project description providing the installation location and overall system specifications;
- An explanation of the system's control configuration and sequence of operations that will allow for accurate peak demand dispatch and optimized off-peak charging schedules;
- An explanation of how energy storage interval data will be transferred to the Trust;
- The system's technical specifications and warranty guarantees;
- A description of how the system will be integrated into the existing facility's operations including an electrical diagram;
- A project site plan including the location and layout of the ESS components including, but not limited to batteries, inverters/chargers, pumps, management system disconnects, point of interconnection, and utility meter;
- A project cost breakdown including equipment, materials, labor, installation, construction, commissioning, and any additional requirements to install the system;
- Documentation showing that the project will satisfy all utility interconnection, permitting, and safety requirements;
- An estimate of the annual financial costs and benefits associated with summer peak dispatch including anticipated incentives from the Trust, and any monetary benefits associated with facility peak demand management outside of summer peak;
- Submission of 12-months of facility hourly electric consumption data; and
- A discussion of any other benefits including plans for also utilizing the ESS for backup emergency generation and whether it will offset the usage of an internal combustion engine emergency generator, if applicable.

The Trust reserves the right to adjust technical or financial calculations. In all cases, the Trust's determinations with regards to savings and other technical or operational items will be final. The Trust also reserves the right to request additional information from applicants.

4.2 Management and Resource Adequacy and Readiness

Please provide a description of the resources and planning in place that ensures project readiness. This section should be less than two pages. Relevant information may include:

1. **Project Approvals:** Applicants must provide evidence that the necessary internal approvals needed to proceed with the proposed project are in place. The Trust understands that these approvals may be conditional upon receiving the incentive.
2. **Costs and Financing:** Applicants must provide a letter on organizational letterhead signed by an authorized representative of the organization acknowledging the participant's commitment to contributing any up-front costs that ensure the participant's readiness for installation and operation of a ESS for the purposes of peak demand dispatch. If project viability is contingent on third-party financing, the applicant must identify the lending institution as well as the status of the financing. If a third party proposes to provide all or part of the required cost sharing, the applicant must include a letter from the third-party stating that it is committed to providing a specific minimum dollar amount and demonstrating its ability to do so. The letter should also identify the proposed cost-sharing arrangement. Letters must be signed by the person authorized to commit the expenditure of funds by the entity.
3. **Project Budget and Schedule:** Applicants must provide a detailed project budget and schedule, including a chart showing project milestones that include but are not limited to the following:
 - Planned equipment purchases, installation, and commissioning;
 - Other significant budget items and the funding schedule;
 - Any pending internal or external approvals that are necessary for the project to move forward and a date certain for obtaining them;
 - All interconnection and permit approvals required to proceed with the project; and,
 - Risk management strategies.
4. **Permitting and Interconnection:** Applicants must provide a brief explanation of permits and interconnection approvals necessary to proceed with the project and an explanation of the process and timeline required to receive them. If possible, the applicant should provide documentation from the relevant permitting authority confirming the applicant's understanding of their standing within the permitting and interconnection process.
5. **Project Management Organization and Qualifications:** Provide an organizational chart or explanation of roles and responsibilities of key project staff and partnership relationships. Include relevant corporate qualifications. Resumes may be included.
6. **Business and Financial Condition:** The applicant must be a business in good standing in the State of Maine. In addition to requiring evidence of management and resource adequacy and readiness to construct and operate the project, the Trust may consider other relevant information regarding the applicant's business and financial condition.

Section 5: APPLICATION REVIEW AND MILESTONE COMPLETION

5.1 Project Application Review

Once an application has been received by the Trust, the project will undergo a technical and financial review. The Trust or a third-party retained by the Trust will review all application materials for program requirements compliance. Based on this review, the Trust reserves the right to request additional

Energy Storage System Program**PON EM-005-2024 v2**

information. Once a satisfactory review is completed, the incentive will be conditionally reserved by the Trust and the project team will be required to demonstrate that the project is being installed in accordance with the design and system components as submitted in the application. It should be noted that the conditional incentive award does not guarantee that the system design, engineering, construction and/or installation of the ESS is proper or in compliance with any laws, regulations, codes, or industry standards. If the project requires modification based on the submitted application at any stage, the project team must submit documentation reporting these modifications and any anticipated impact on the system's demand impact performance. The project modification must be approved before the incentive payment is made. Upon inspection, if it is determined the system is not installed as approved, the incentive approval may be terminated.

5.2 Demonstrating Project Milestone Completion

Upon project approval, the incentive may be guaranteed for 730 days (2 years) should the applicant meet the milestones described in this section. The Trust may grant an extension as needed for circumstances outside of the control of the project team such as permitting or interconnection approval delays. All extension requests must be submitted prior to each milestone's respective due date. The following major project development milestones must be demonstrated to the Trust in order for incentive funds to continue to be reserved. Failure to provide evidence of meeting these milestones may result in incentive termination. A brief project update must be provided based on each milestone completion.

Milestone 1:

Within 60 days of project approval, the following must be submitted to the Trust. Projects that have not submitted these documents within 60 days may have incentives terminated unless a request for extension including the reason for the request has been submitted and approved by the Trust.

1. Copy of utility interconnection application and confirmation of receipt from the utility;
2. Letter of intent detailing applicant's financing plan for the system; and,
3. Copy of preliminary system design

Milestone 2:

Within 180-365 days of project approval, the following must be submitted to the Trust. Incentives for projects that have not submitted these documents within 180 days may be canceled unless a request for extension including the reason for the request has been submitted and approved by the Trust.

1. Proof of equipment purchase orders;
2. A completed building permit and electrical permit application;
3. A completed fire permit application (if applicable); and,
4. Proof of payment of the cost of interconnection upgrade costs (if applicable).

The project team must keep approved permits current and not expired.

Milestone 3:

To continue reserving incentive funds, the following required deliverables for the project must be submitted to the Trust within 365 to 730 days. Incentives for projects that have not submitted these documents within 730 days may be canceled unless a request for extension including the reason for the request has been submitted and approved by the Trust.

1. Local building department approval and electrical permit approval;
2. Fire department approval (if applicable);
3. Utility interconnect permission to operate letter;

Energy Storage System Program**PON EM-005-2024 v2**

4. Submission of the final as-built electrical drawing stamped by a Maine Professional Engineer (PE) and electrical inspection certificate;
5. The total installed project cost;
6. The decommissioning plan;
7. Evidence of applicable UL certifications for system equipment
8. All required safety certifications; and,
9. A commissioning report documenting the results of commissioning in accordance with manufacturer specifications.

The decommissioning plan should address the manner in which the ESS and its components will be recycled or safely disposed of at the end of life or following system damage or failure, including how the site will be restored to its original state, if necessary. The decommissioning plan must include disposal options that comply with all relevant local, State, and Federal laws and regulations.

Milestone 4:

Upon proof of installation, commissioning, and successful dispatch performance, the following is required after the first performance period:

1. A brief report documenting the successful dispatch of the system including a description of the times, magnitudes, and duration of system dispatch.
2. Provision of the required 15-minute interval data to the Trust required for performance validation and incentive calculation.

5.3 Project Cancellation or Modification

Requests to cancel or modify a project must be submitted to the program contact listed in [Section 1.3](#).

Section 6: SUBMITTAL INSTRUCTIONS

Applicants are encouraged to contact the Trust as they are developing their projects. To be considered for review, applications must adhere to the following specifications:

6.1 Submittal Format

Applications must be emailed to the point of contact outlined in Section 1.3 or Custom@efficiencymaine.com and referencing:

**PON-005-2024 v1
PROGRAM OPPORTUNITY NOTICE FOR
ENERGY STORAGE SYSTEM PROGRAM**

6.2 Accurate and Complete Information

By submitting an application or proposal, the Applicant is making a representation to the Trust that all information provided in connection with the application or proposal is complete and accurate at the time of submission. The intentional provision of any false or misleading information, or the intentional omission of material information, will result in the application or proposal being deemed ineligible and may result in the Applicant's suspension or debarment from participation in Trust programs.

Section 7: INCENTIVE AWARD

7.1 Award Decisions

Following the summer peak demand dispatch performance validation process, award decisions will be made by the Trust and communicated to the applicant in writing via email. Notwithstanding any statement or prior course of conduct to the contrary, no incentive shall be deemed awarded in the absence of a specific written notice of award from the Trust. Awards are conditioned on and subject to the terms and conditions of this PON.

7.2 Measurement and Verification (M&V) Requirements

All recipients must agree to independent verification of summer peak demand (kW) reductions. Actual award of an incentive will be conditional on applicant acceptance of these M&V requirements.

7.3 Limitations

This solicitation does not commit the Trust to make an award, to pay any costs incurred in preparing an application or provide oral or written clarification of its contents, or to procure or contract for services or supplies.

The Trust reserves the right to reject any application that in its sole determination does not meet the requirements and specifications of this PON, the Trust's rules, Maine law, or generally accepted business practices, or which contains inaccurate or incomplete information. The Trust may seek clarifications and supplementation of applications as it may deem reasonable.

This PON is a competitive solicitation. The Trust reserves the right to select project applications for award in its discretion, consistent with the Trust's rules, that most fully satisfy the criteria and objectives of this PON. The Trust will award funds for approved applications only if sufficient funding is available when the application is reviewed. The Trust may elect not to award all of the available funds through this PON and may issue another PON for the remaining funds. Additionally, the Trust reserves the right to award less than the amount requested by an applicant.

7.4 Publicity of Applicant's Participation

The Trust reserves the right to disclose certain information about the applicant's participation in the program, including, but not necessarily limited to, the applicant's name, the incentive amount, and projected demand impacts. Applicants may seek to have certain energy consumption and business sensitive information treated as confidential pursuant to Title 35-A MRSA §10106.

7.5 Reservation of Rights

The Trust reserves the right to cancel or extend the PON term at any time. The Trust also reserves the right to reject any and all submissions in response to this PON and to waive formalities if doing so is in the best interests of the Trust.

7.6 Request for Reconsideration

An aggrieved person may request a hearing for reconsideration of an award decision by filing a written petition with the Executive Director of the Trust within 14 calendar days of the notification of the contract award. Each petition to reconsider must meet the requirements specified in Efficiency Maine Trust Rule Chapter 1, Contracting Process for Service Providers and Grant Recipients, Section 5(B),

Energy Storage System Program

PON EM-005-2024 v2

which can be found on the Efficiency Maine Trust website in the Policies section of the Library:
<http://www.efficiencymaine.com/docs/Chapter-1-Contracting-Process-for-Service-Providers-and-Grant-Recipients.pdf>

Attachment C - Project Description for Efficiency Maine Funding Application

Introduction & Progress to Date

Portland International Jetport (“PWM”) is pleased to submit the following application to Efficiency Maine Trust for a funding request under PON EM-005-2024. PWM is seeking a 5-year incentive award of \$200 per kilowatt, with a proposed program enrollment of 1,250 kW, to support the installation of a 1.9MW/5MWh behind-the-meter lithium-ion energy storage system (“ESS”) at PWM’s airport facility in Portland, Maine. PWM plans to own and operate the ESS. As detailed in the following sections, PWM has conducted significant due diligence over the last 12 months to complete initial development efforts, advance project readiness, and assemble a qualified team that can deliver a successful project.

PWM takes pride in being a forward-thinking energy leader in Maine. In 2011, PWM completed a large-scale geothermal heating and cooling system as part of a \$75 million terminal expansion. The project is the largest geothermal installation in Maine and was a creative first in the transportation industry, with PWM leveraging a Federal Aviation Administration Voluntary Airport Low Emissions Grant to support project implementation. In 2017, PWM completed the installation of a large solar photovoltaic canopy on the upper level of the parking garage next to the terminal. The solar array includes nearly 1,400 panels covering over 29,000 square feet and has helped reduce PWM’s energy costs and greenhouse gas emissions. PWM plans to install additional solar generation onsite in the coming years.

Over the last year, PWM has evaluated establishing a microgrid at the terminal that utilizes a large-scale ESS to manage the facility’s grid demand and provide backup power to the facility in the event of a CMP service outage. In December 2022, PWM retained Competitive Energy Services, LLC (“CES”) to perform a preliminary feasibility analysis for a behind-the-meter ESS installation at the terminal, which included a system sizing review based on PWM’s interval grid demand data and the development of a financial pro forma for ESS operations that incorporates the various value streams available for a behind-the-meter system in Maine. These value streams include transmission demand charge reduction under CMP’s coincident peak transmission tariff (“Rate B-CPT”), distribution demand charge reduction, capacity tag and energy arbitrage savings for PWM’s electric supply charges, pay-for-performance payments through Efficiency Maine’s new energy storage program, and the federal investment tax credit (“ITC”) through the new direct pay provision created by the Inflation Reduction Act of 2022.

In January 2023, CES issued a Request for Proposal (“RFP”) on behalf of the City of Portland seeking proposals from qualified ESS developers and integrators for engineering, permitting, procurement, construction, commissioning, and ongoing maintenance services for the project. The RFP requested proposals for an as-built purchase where PWM would finance the upfront cost of the ESS. The RFP was administered competitively and in accordance with the City of Portland’s public procurement requirements. In March 2023, PWM received proposals from four firms by the RFP submission deadline.

Following a review of proposals and finalist interviews, PWM chose to issue a preliminary award to Ameresco. A copy of Ameresco’s proposal is attached to the application for reference. Ameresco will serve as the engineering, procurement, and construction (“EPC”) lead and will be supported by Newtility on system design. Following commissioning of the ESS, Ameresco will maintain the system under a maintenance service agreement. Ameresco’s initial proposal included a total as-built purchase price of roughly \$3.5 million for a 1MW/4MWh ESS manufactured by Tesla and an as-built purchase price of \$4.6 million for a 2MW/5MWh ESS manufactured by Kore. PWM determined that Ameresco and Newtility offer sufficient experience and qualifications in designing and constructing behind-the-meter ESS. PWM plans to fund the as-built purchase of the ESS using operating funds.

In September 2023, PWM and Ameresco executed a letter of intent for the project. The agreement establishes the roles and responsibilities of each party to complete the necessary due diligence for PWM and other key stakeholders at the City of Portland to be able to make a final decision on execution of the as-built purchase agreement. The letter of intent includes having Ameresco and Newtility complete a final design of the system, prepare and submit an interconnection application to CMP, complete CMP's system impact study, and conduct preliminary outreach within the City of Portland on local authority having jurisdiction permitting requirements for the project. The parties have agreed to act in good faith to negotiate and execute a final as-built purchase agreement assuming CMP's interconnection study results, Ameresco's final system pricing, and the final system design are acceptable to PWM.

In December 2023, PWM submitted an interconnection application for the project to CMP. The Level 3 application includes a detailed system design and layout for a 1.9MW/5MWh ESS manufactured by Tesla. The project team collectively agreed to proceed with the larger nameplate power capacity sizing in order to 1) fully enable PWM to utilize the system as a backup power source in the event of a local CMP grid outage under all existing load conditions at the facility and 2) provide necessary flexibility for future operations of the ESS based on expected load growth at the terminal over the useful life of the ESS.

PWM is aiming to have the ESS constructed and operational by Summer 2025. However, the project timeline is subject to CMP's interconnection study process. PWM recognizes there is the potential for significant project delays if CMP and ISO New England require transmission cluster study for the project.

PWM's proposed project meets Efficiency Maine's eligibility requirements for funding under this PON:

- The ESS has yet to be installed;
- The ESS will be interconnected behind-the-meter at PWM's existing CMP accounts serving the west terminal, which will be consolidated as part of the project interconnection;
- The ESS will be located in Maine and will utilize PWM's existing CMP accounts at the terminal;
- The ESS' nameplate power capacity is 1,900 kW, which falls within Efficiency Maine's allowable range of 20 kW to 3,000 kW;
- The facility's peak electric demand as measured over the last 12 months was 1,056 kW. Additional load growth at the facility, in particular renovation of several jet bridges with air conditioning, is expected to increase peak summer demand to 1,250 kW by 2026.
- PWM will be able to collect and transmit 15-minute interval data from the ESS to Efficiency Maine, including charging rate, discharging rate, and state of charge readings;
- Tesla's ESS is designed to maintain a round-trip efficiency greater than 80%;
- Tesla offers a 15-year manufacturer's warranty for the ESS, exceeding Efficiency Maine's 10-year minimum requirement;
- Tesla's ESS is UL-listed and is recognized as meeting all safety requirements; and,
- The ESS and its components will comply with all manufacturer installation requirements, applicable laws, regulations, codes, licensing, and permit requirements.

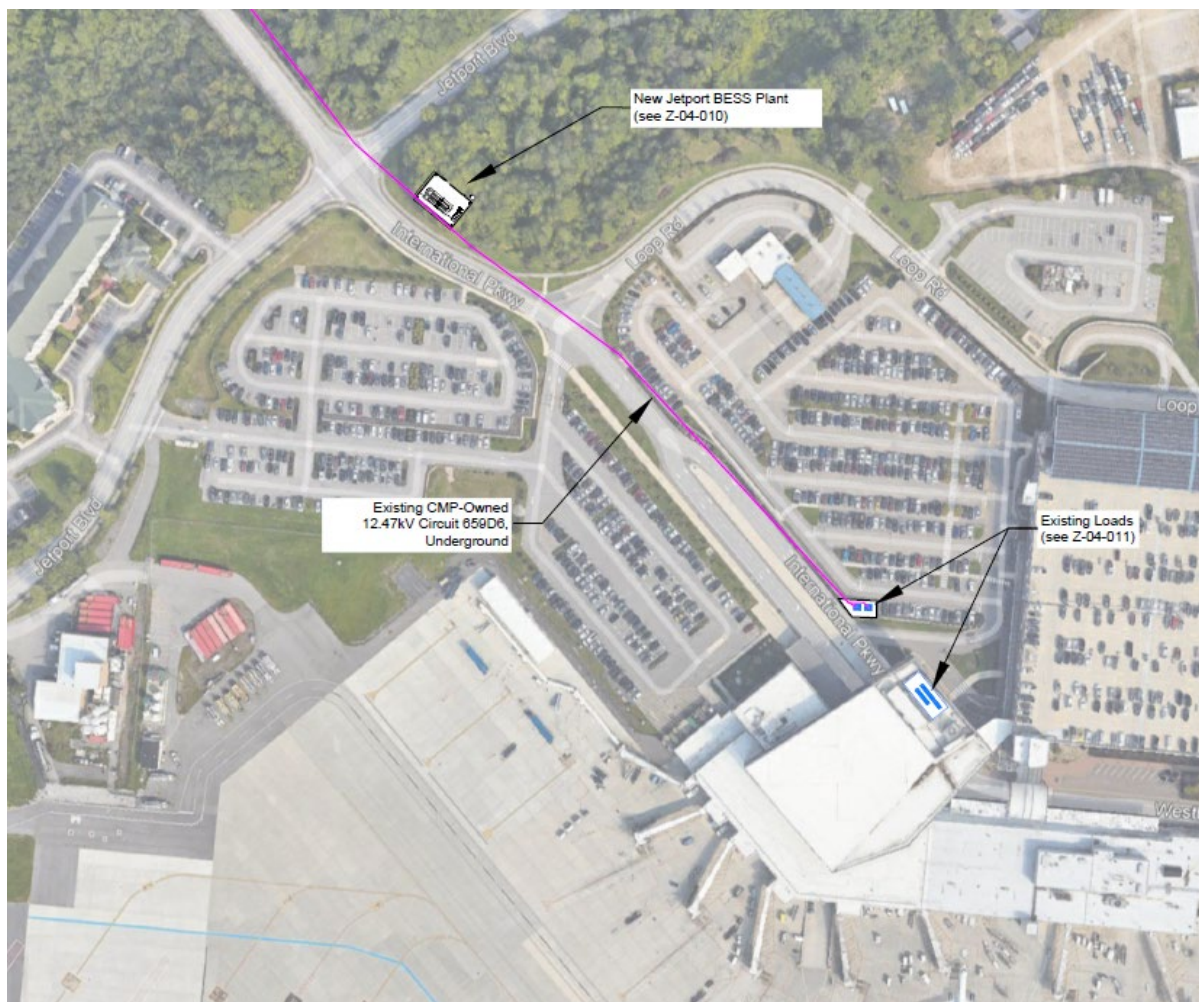
Please do not hesitate to contact me with any questions on the application. I can be reached by phone at 207-874-8877 or by email at phb@portlandmaine.gov. PWM welcomes feedback from Efficiency Maine on the application and looks forward to working with Efficiency Maine to advance this important project.

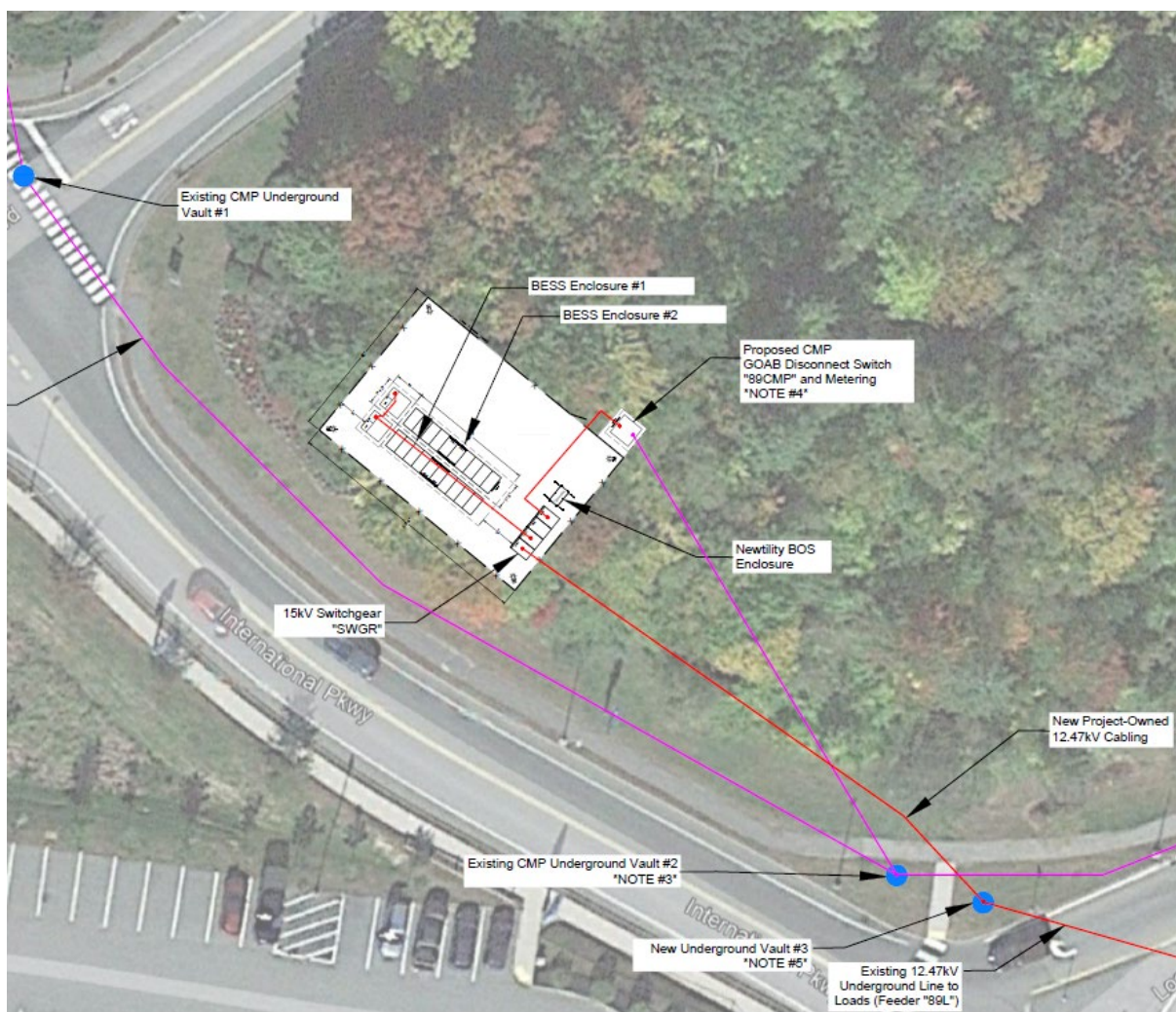
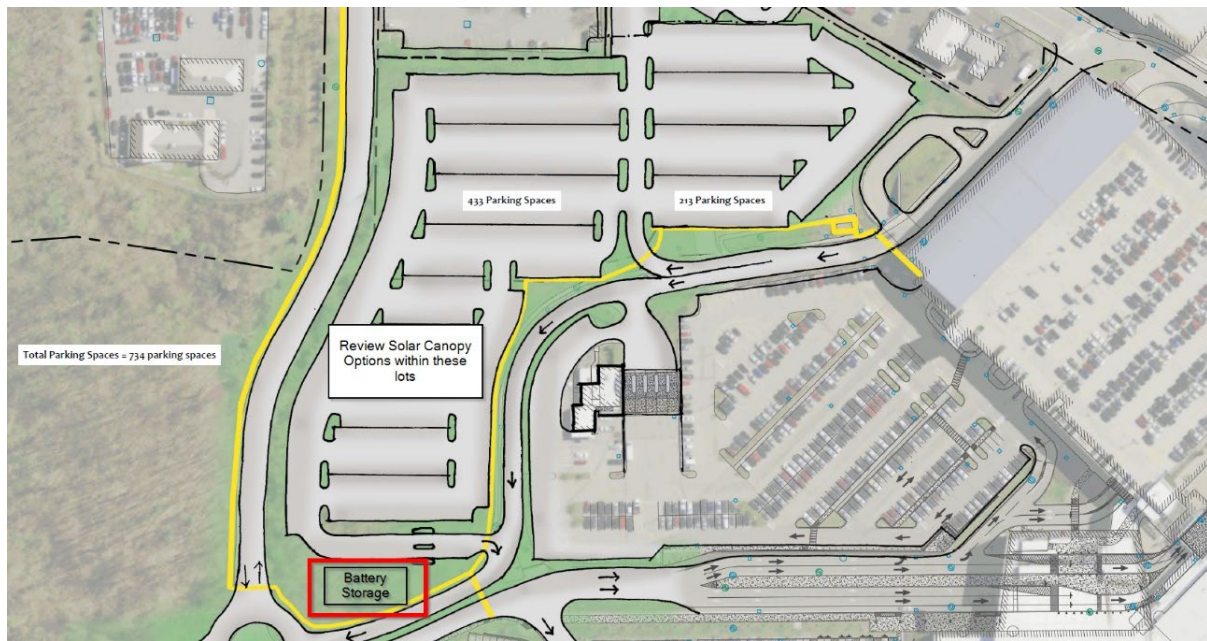
Paul Bradbury, Airport Director

Technical and Financial Proposal

The proposed ESS layout and siting is shown in the images below and is further detailed in the attached document titled 'Portland Jetport ESS Site Plan & One Line Diagram'. This document provides the proposed installation location, layout of ESS components, point of interconnection, system metering, and an electrical one-line diagram showing the proposed integration into PWM's and CMP's existing electrical infrastructure. As shown in the images below, the ESS will be installed at the junction of Jetport Boulevard and International Parkway. This intersection serves as the primary road entrance to the terminal and will make the ESS highly visible to the public. The second image below shows that the area adjacent to the proposed ESS footprint will be turned into a surface parking lot, which PWM anticipates will be completed prior to installation of the ESS.

PWM initially considered installing the ESS directly adjacent to the two CMP-owned transformers serving the west terminal. These transformers are highlighted in the first image at the terminus of the pink line and are marked as "Existing Loads". However, this footprint may be used for a new parking garage within the next 15 years, and the configuration of CMP's secondary service to the west terminal makes it challenging to meet PWM's desired backup power functionality. PWM believes the proposed ESS siting next to the new surface lot will best meet PWM's technical objectives and operational needs.





Hourly grid electricity consumption data for the west terminal's two exiting CMP accounts, Account Number 35011143621 and Account Number 35012385551, is provided in the attached Microsoft Excel workbook titled 'Portland Jetport_Hourly CMP Data_Dec22-Nov23'. The file includes 12 months of hourly data spanning December 2022 to November 2023. To enable using the ESS as a backup power source for the terminal in the event of a local CMP grid outage, PWM is proposing to consolidate these two accounts as part of the project interconnection and to establish a new primary service and account with CMP. We can discuss this requirement with Efficiency Maine further upon request. PWM does not anticipate the ESS will materially offset use of PWM's existing emergency backup generators.

The ESS will be designed with a metering and data historian system that allows PWM to record, store, export, and transmit 15-minute and hourly readings from the system. Through the HMI that will be configured and provided by Ameresco and Newtility, PWM will be able to collect and transmit Efficiency Maine's requested data, including charging rate, discharging rate, and state of charge readings.

The ESS' technical specifications and warranty guarantees are provided in the attached document titled 'Portland Jetport_Tesla Megapack 2 XL Datasheet'. An overview of the ESS' safety features and design is provided in the attached document titled 'Portland Jetport_Tesla Megapack 2 XL Safety Overview'. This safety documentation, along with the protective relaying scheme detailed in the electrical one-line diagram, demonstrates that the project will satisfy all utility interconnection, permitting, and safety requirements.

A preliminary financial pro forma for the project is included in the attached Microsoft Excel workbook titled 'Portland Jetport_ESS Pro Forma'. The 20-year pro forma provides an estimate of the annual financial costs and benefits expected by PWM including anticipated incentives from the Trust for summer peak dispatch and monetary benefits associated with facility peak demand management outside of the summer months. In addition to showing the \$200 per kW pay-for-performance incentive provided by Efficiency Maine, the pro forma presents projected operational performance and associated savings from transmission demand charge reduction under CMP's coincident peak transmission tariff ("Rate B-CPT"), distribution demand charge reduction, capacity tag and energy arbitrage savings for PWM's electric supply charges, \$35 per kW pay-for-performance payments through Efficiency Maine's load management program following the fifth year of ESS operations, and an estimated ITC payment in year one of operations valued at 30% of the ESS' installed cost.

The pro forma also presents the projected upfront as-built purchasing cost for the ESS and ongoing operational expenses PWM expects to incur under Ameresco's maintenance service agreement and for dispatching support from CES. The pro forma does not include an estimated cost for PWM to establish the new primary account with CMP and to consolidate the two existing accounts. PWM plans to apply to the Maine Governor's Energy Office for federal funding to support this service reconfiguration and to add sufficient energy capacity to the ESS for backup emergency purposes. PWM anticipates applying for this funding in early 2024 once the Governor's Energy Office solicits proposals.¹

¹ On July 6, 2023, Maine received approval of a \$4.4 million Grid Resilience State and Tribal Formula Grant from the U.S. Department of Energy, which aim to ensure the reliability of power sector infrastructure so that communities have access to affordable, reliable, clean electricity. Maine's Grid Resilience Grant Program seeks to improve the resilience of the electric grid while encouraging grid modernization and clean energy deployment, workforce

The ESS pro forma includes an as-built purchase cost of \$4.26 million for the ESS. This pricing has been provided by Ameresco and is roughly 10% lower than when the Jetport ran its RFP in 2023 based on current battery market conditions. The following table provides a breakdown of this total by equipment, site preparation, labor, and project management costs:

Option #2	Jan 2024 reprice for EMT app	Proposal Price	Difference
Equipment Cost	\$ 3,092,824	\$ 3,515,211	\$ (422,387)
Site Prep/Civil Cost	\$ 194,797	\$194,797	\$ -
Labor Cost	\$ 739,401	\$739,401	\$ -
Project Management Fee	\$ 234,179	\$234,179	\$ -
Total	\$ 4,261,201	\$ 4,683,588	\$ (422,387)

The ESS will be operated by PWM personnel with dispatch support and advisory provided by CES. CES will provide daily instructions to PWM detailing recommended charging and discharging actions for the next 24 hours, along with a 72-hour look ahead of expected operations. CES provides this ESS dispatching advisory to other large end users in New England and has the relevant expertise and qualifications to deliver this service to PWM. As shown in the ESS site plan, the ESS will be configured with protective relaying to adhere to CMP's non-exporting requirements for Level 3 projects.

PWM is anticipating the ESS will be cycled approximately 150 times per year. During July and August, the ESS will be discharged each weekday from at least 5 P.M. to 9 P.M. with the aim to realize distribution demand charge savings for the facility. Discharging may be extended on these weekdays or may occur on weekends in these two summer months depending on CMP loads (i.e., targeting transmission demand charge reduction) and ISO New England loads (i.e., targeting capacity tag reduction). From September to June, PWM expects to discharge the ESS on roughly 10 weekdays per month on average. This cycle count will vary by month depending on CMP's regional network service loads, which dictate when the ESS can produce potential transmission savings for PWM under the B-CPT tariff. Scheduled maintenance will also need to be accounted for in operation, which PWM anticipates will occur in the shoulder season months.

An important component of these value streams is how PWM's retail electricity supply contract is set up. CES advises the City of Portland on its electricity supply procurement. PWM currently utilizes a fixed all-inclusive supply contract structure, meaning its supplier charges a single fixed price covering all cost components including market energy, ancillary services, fuel security, Renewable Portfolio Standard compliance, and capacity. To enable direct capacity tag savings and energy arbitrage savings from ESS operations while also allowing PWM to monetize contracted net energy billing credits, CES and PWM expect to structure future electricity supply contracts for the facility with a fixed price true-up structure.

opportunities, and strengthening community resilience to disruptive events. The Maine Governor's Energy Office has indicated that in the coming months, it will conduct a competitive solicitation process to identify projects that advance the program goals. According to the GEO, funding may be used for a range of resilience measures including use or construction of distributed energy resources for enhancing system adaptive capacity during disruptive events, grid hardening measures, and advanced modeling and control technologies.

Management and Resource Adequacy and Readiness

PWM has made substantial progress on project development to date that supports project readiness and has assembled a qualified project team to effectively execute the proposed scope of work. PWM has a demonstrated track record of successfully developing large complex infrastructure projects at the facility.

PWM's project management is being led by Paul Bradbury, Airport Director. Ameresco is responsible for EPC management. Ameresco's team lead is Luke Brostek, Senior Project Engineer. Newtility is responsible for system design and technical integration. Newtility's team lead is Eli Ladd, Owner and Principal Engineer. CES is responsible for serving as PWM's owner's representative during system design, permitting, and construction. CES' team lead is Eben Perkins, Chief Strategy Officer.

As previously discussed, project viability is not contingent on third-party financing. PWM plans to complete an as-built system purchase using operating funds allocated by the City of Portland. The City of Portland has a strong business and financial position and is in good standing with the State of Maine. A statement on PWM's financing plan and commitment to the project is provided in the attached document titled "Portland Jetport_Project Financing Statement".

As previously discussed, PWM is aiming to have the project online by Summer 2025. PWM submitted the interconnection application for the project to CMP on December 14, 2023. This submission followed two months of design, engineering, and preparation work. Looking forward, the project's timeline is subject to CMP's requirements and timing to complete the interconnection study process. If CMP only requires a distribution impact study, the project team estimates an interconnection agreement may be executed with CMP by June 28, 2024.

Following a determination from CMP on whether a transmission-level study is required, the project team will finalize the proposed schedule for the following action items across 2024 and 2025. The potentially significant delay posed by a transmission-level study would impact the timing of these milestones:

- Civil survey of proposed ESS footprint.
- Pre-meeting with City of Portland stakeholders to discuss authority having jurisdiction permitting requirements including building, electrical, and fire permits.
- Application submission to the City of Portland for authority having jurisdiction permits.
- Execution of final as-built purchase agreement between PWM and Ameresco.
- ESS equipment notice to proceed issued by PWM. At present, the longest lead-time equipment item is switchgear with a 40-week expected wait time (subject to change).
- Construction notice to proceed issued by PWM.
- Site mobilization, onsite construction, and commissioning.

These activities are intentionally listed in the order in which they would be completed. This approach mitigates project development risk for PWM by enabling key development variables and uncertainties, namely utility interconnection approval and local authority having jurisdiction approval, to be resolved prior to PWM making substantial financial investments in ESS equipment purchasing.

PWM is available to discuss the proposed project schedule and development requirements with Efficiency Maine upon request.

MEMORANDUM
City Council Agenda Item

FROM: Paul Bradbury, Jetport Director

DATE: September 23, 2025

SUBJECT: Order 66-25/26 Appropriating \$9.3 million from Jetport Unrestricted Funds to Improve and Expand the Public Surface Parking Lots - Sponsored by the Sustainability and Transportation Committee, Regina Phillips, Chair

SPONSOR: Sustainability and Transportation Committee, Regina Phillips, Chair. The Committee met on September 10, 2025 and voted 2-0 to refer this project to the City Council.

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 10/6/2025

Final Action 10/20/2025

Can action be taken at a later date: Yes

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

PRESENTATION: Paul Bradbury, Jetport Director, will present this item, and answer any Council questions.

I. SUMMARY

The Portland International Jetport requests the City Council appropriate \$9.3 million from Jetport unrestricted funds to improve and expand public surface parking lots south of Jetport Boulevard.

II. AGENDA DESCRIPTION

On September 10, 2025 the Sustainability & Transportation Committee voted (2-0, Bullett absent) to recommend this to the City Council for approval.

This item requests a \$9.3 million appropriation to expand and improve the existing cell phone lot and gravel parking lot adjacent to Embassy Suites into a new Jetport self-park public parking lot of 667 spaces. The project will bring the existing gravel lot and partially cleared land acquired from Toye Airport Park LLC in 2021 up to current standards for lighting, stormwater treatment, pedestrian access, and landscaping. The proposed project also includes development of approximately 2.2 acres of Jetport land zoned Airport Business adjacent to the former Toye Airport Park LLC parcel for surface parking and a pad for a proposed Battery Energy Storage System (BESS) project. The project will net 265 new parking spaces.

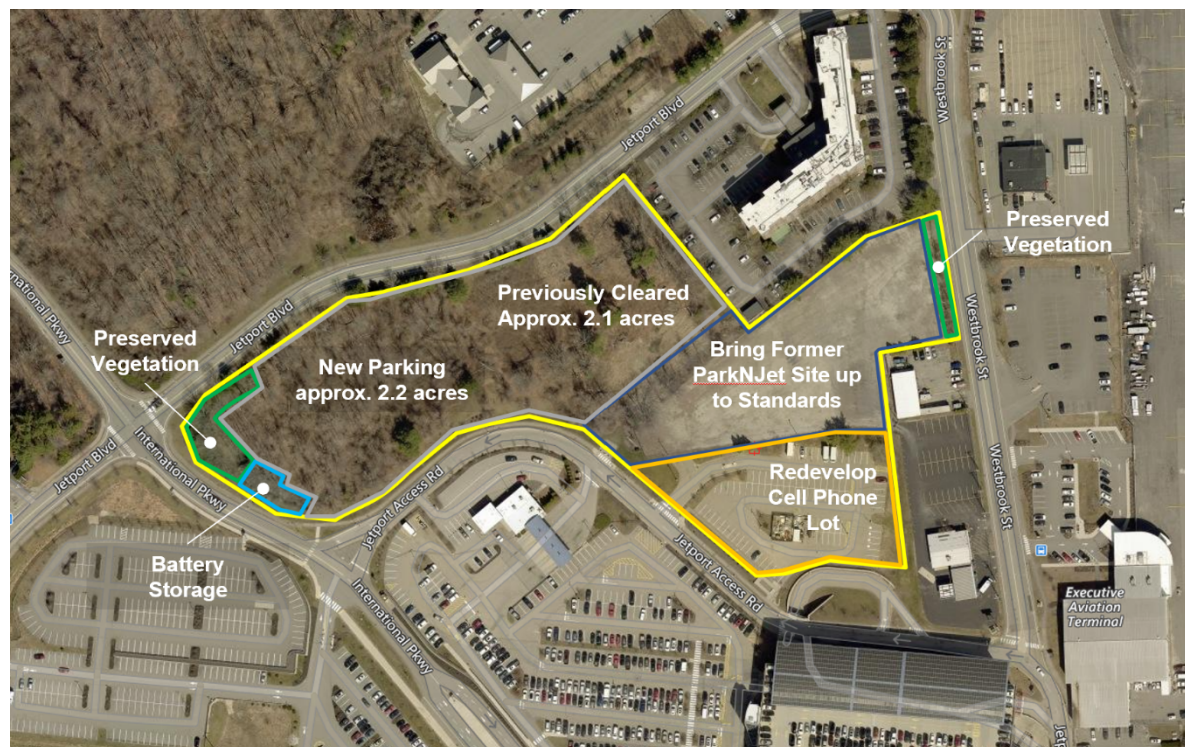
This item must be read on two separate days. This is its first reading.

III. BACKGROUND

This Jetport is a multi-modal transportation facility that served over 2.4 million arriving and departing travelers in 2024. The Jetport is the state's largest commercial service airport by passenger volume and provides an important connection for the greater Portland region and the state of Maine to the national air transportation system. The ability to connect air travelers to all forms of ground transportation in a safe, convenient, efficient, and sustainable manner is an important function of the Jetport. It is ideal for multimodal transportation facilities such as the Jetport to provide onsite walkable distance parking adequate to meet demand and reduce the need for shuttle operations. This project, as with all significant infrastructure projects at the Jetport, has been developed over many years and was included in the prior two Jetport master plans issued in 2008 and 2018. Commercial service airports are required by the FAA to prepare or update master plans roughly every 10

years to ensure safe, operationally efficient facilities that meet FAA standards, and provide development guidance to meet forecast demand.

The proposed surface parking project provides for the redevelopment and upgrade of two existing parking lots, a gravel 300 space valet parking lot that was acquired from Toye Airport Park LLC in 2021 and the existing 102 space cell phone lot. These existing redeveloped parking lots are combined with the development of approximately 4.5 acres of land south of Jetport Boulevard and west of the Embassy Suites hotel as outlined below.



These areas are consolidated to provide a new combined 667 space long-term public parking lot and a Battery Energy Storage System (BESS) facility. The BESS was previously reviewed by the Sustainability & Transportation Committee at its February 12, 2025 meeting. The new proposed surface parking project as shown below will net 265 new parking spaces and will include 133 level 1 EV ready spaces in the proposed lot and 53 new level 1 EV spaces in the existing parking garage.



The Jetport has experienced substantial growth over the past two years, with total passenger volumes in 2023 and 2024 exceeding the 2019 pre-pandemic peak of 2,180,000 by 1.8% and 11.8% respectively. The Jetport as an origination/destination (O/D) airport in a large rural state has consistently required 1.25 long-term public parking spaces per 1,000 total passengers. This number is slightly lower than the median of 1.39 spaces per 1,000 O/D passengers included in a 1996 survey of 90 airports by Airports Council Int'l - North America. Based upon this metric, as outlined in the table below, the Jetport required approximately 3,047 spaces in 2024 and, based on full year projections, requires 3,218 in 2025.

Portland International Jetport Vehicle Parking Need Projections					
Planning Year	Total O&D Passengers (PAX)	PAX divided by 1,000	1.25 spaces 1,000 PAX	Existing public long term spaces	Diff.
2019	2,180,154	2,180	2,725	2,786	61
2023	2,218,920	2,219	2,774	3,084	310
2024	2,437,578	2,438	3,047	3,084	37
2025*	2,574,015	2,574	3,218	3,084	(134)
2026*	2,706,664	2,707	3,383	3,084	(299)
2027*	2,758,084	2,758	3,448	3,084	(364)
* Projection using PWM and FAA Terminal Area Forecast (TAF) Passenger Data					

The Jetport currently has 3,084 long-term public parking spaces, 2,625 on campus (including the gravel valet lot) and 459 long-term parking spaces at its discount “Pink” lot on District Road. At times during the Jetport’s peak parking months of February – April of 2024 and 2025 the Jetport exceeded available spaces and used additional temporary parking on the north aircraft apron. This project will increase the total number of long-term public parking spaces to 3,451 and provide immediately needed parking development consistent with the 2008 and 2018 Jetport master plans.

Although the Jetport has seen robust growth over the past two years, this is not projected to continue over the

next 5 years. There was a strong post-pandemic recovery at the Jetport followed by double-digit 10.4% growth in 2024 and projected 6% growth in 2025. The current FAA Terminal Area Forecast (TAF) for the Jetport suggests more modest growth of less than 2% in 2026 and beyond. This project provides the most efficient approach to meeting the short-term (5 year) parking needs for the Jetport. Additionally, this project brings the existing gravel valet lot up to current site plan standards and provides parking that will be needed to develop the next phase of parking garage expansion.

This project site is entirely on the Jetport campus and provides parking that is within walking distance of the Jetport terminal building, eliminating the need for additional shuttle operations and reducing the amount of traffic on roadway systems. The lot is accessible without traveling in front of the terminal loop road.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

While not addressing a direct Council goal, the proposed parking improvements and expansion at the Jetport is a significant project in support of the City's overall transportation system.

V. FINANCIAL IMPACT

The \$9.3 million project would be funded from the Jetport's unrestricted fund balance, which is currently at \$29.6 million.

VI. STAFF ANALYSIS AND BACKGROUND

The Jetport is the City of Portland's largest multimodal hub connecting many forms of ground transportation to the national air transportation system. This ground transportation includes buses, taxis, limos, charters, transportation network companies (Uber/Lyft), commercial shuttles, personal vehicles, rental cars, bicycles, pedestrians, and others. As a multimodal hub, the Jetport's goal is to efficiently support all these methods of transportation. This said, the reality is that our travelers come from a mostly rural geographical area covering Maine and eastern central New Hampshire. The primary and often only means of transportation for much of this large mostly rural area remains personal vehicles. This project allows the Jetport to bring existing surface parking areas up to current site plan standards. Additionally, the project develops a 2.2 acre parcel south of Jetport Boulevard and the adjacent 2.1 acre lot previously owned and cleared by Toye Airport Park LLC to provide a consolidated new efficient 667 space public parking lot. This project will correct current infrastructure deficits and provide needed parking spaces to meet existing and future demand.

As part of this project, 59,322 square feet of land north of Jetport Boulevard is proposed to be placed in a conservation easement to provide a buffer to neighbors along Cobb Avenue. This conservation easement includes the protection of 11,245 square feet of wetlands.

VII. RECOMMENDATION

This project will allow the Jetport to make needed improvements to two existing surface parking lots and provide a modest but needed expansion of surface parking to meet current and future demand. Staff supports the project and recommends approval of the \$9.3 million appropriation from Jetport unrestricted funds.

VIII. LIST ATTACHMENTS

1. Order - Appropriating 9.3M from Jetport Unrestricted Funds for Parking Lots
2. Exhibit A - PWM Parking - Proposed Site Plan 01282025
3. Exhibit B - STI Cost Estimate Jetport Parking
4. Exhibit C - Conservation Area.Draft.9-2-25
5. Responses to Public Comments on Jetport Parking Project_Received by the Sustainability & Transportation Committee
6. 2025.10.06 Public Comment - Order 66

Prepared by:

Paul Bradbury, Jetport Director

Date: 09/23/2025

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

**ORDER APPROPRIATING \$9,300,000 FROM JETPORT UNRESTRICTED FUNDS TO
IMPROVE AND EXPAND THE PUBLIC SURFACE PARKING LOTS**

ORDERED, that \$9,300,000 in Jetport unrestricted funds is hereby appropriated to improve and expand the public surface parking lots as depicted and described on attached Exhibits A, B, and C; and

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

EXHIBIT A



- **Two-Paved Parking Lots**
- **Reconfigures Existing Parking Lots and New Parking Lot Construction**
- **Consistent with Parking Masterplan**
- **Current Total Long -Term Parking: 3,084**
- **Displaced Parking: 402 Spaces (Valet and Cell Phone Lot)**
- **Total Proposed Parking Construction Shown: 667**
- **Net Increase: 265 Spaces**
- **53 Level 1 EV Parking**
- **133 Level 1 EV Ready**

EXHIBIT B

Sebago Technics, Inc. 11-Apr-25 19059 - Portland International Jetport - PWM		OPINION OF PROBABLE COSTS			
OPINION OF PROBABLE COSTS GENERATED USING DESIGN PLANS APPROVED BY CITY OF PORTLAND ON JANUARY 28, 2025.					
Notes:					
Item Description		U/M	Quantity	Unit Cost	Total Cost
SITE PREPARATION					
Remove Existing Pavement	SY	5500	\$ 5.00	\$	27,500.00
Remove Existing Granite Curb	LF	1078	\$ 15.00	\$	16,170.00
Remove Existing Gravel	CY	5270	\$ 20.00	\$	105,400.00
Clearing & Stump Removal	AC	4.02	\$ 20,000.00	\$	80,436.18
Remove Single Tree	EA	20	\$ 2,000.00	\$	40,000.00
Remove Existing Drainage & Structures	ALLOW	1	\$ 25,000.00	\$	25,000.00
Strip Topsoil/Grub	CY	4200	\$ 4.00	\$	16,800.00
Remove Sign	EA	4	\$ 500.00	\$	2,000.00
Remove & Salvage Specialty Sign	LS	1	\$ 10,000.00	\$	10,000.00
Remove Chain Link Fence	LF	1290	\$ 10.00	\$	12,900.00
Remove Utility Pole	EA	1	\$ 2,500.00	\$	2,500.00
Remove Light Pole & Base	EA	6	\$ 2,500.00	\$	15,000.00
Remove & store existing Wayfinding Sign & Sculpture	LS	1	\$ 15,000.00	\$	15,000.00
Remove Existing Utility Infrastructure - Cell Phone Gate Islands.	ALLOW	1	\$ 25,000.00	\$	25,000.00
				\$	393,706.18
EARTHWORK					
Common Excavation	CY	32000	\$ 20.00	\$	640,000.00
Rock Excavation	CY	1600	\$ 350.00	\$	560,000.00
Common Fill	CY	1900	\$ 35.00	\$	66,500.00
				\$	1,266,500.00
EROSION CONTROL					
Erosion & Sedimentation Control	ALLOW	1	\$ 100,000.00	\$	100,000.00
				\$	100,000.00
ELECTRICAL SERVICE					
Secondary Underground Service - Parking and Garage	LF	7900	\$ 45.00	\$	355,500.00
Electrical Handholes	EA	24	\$ 2,500.00	\$	60,000.00
Level 1 EV Receptical in Garage	EA	27	\$ 2,500.00	\$	67,500.00
Electrical Circuits, Subpanels, and Panel Modifications	ALLOW	1	\$ 200,000.00	\$	200,000.00
				\$	683,000.00

Sebago Technics, Inc. 11-Apr-25 19059 - Portland International Jetport - PWM		OPINION OF PROBABLE COSTS		
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Notes:				
Item Description	U/M	Quantity	Unit Cost	Total Cost
STORM DRAINAGE				
Lot 1 Contech Subsurface CMP Detention	CF	55644	\$ 10.00	\$ 556,440.00
Lot 2 Contech Subsurface CMP Detention	CF	48380	\$ 10.00	\$ 483,800.00
Lot 1 Stormfilter Treatment Unit	LS	1	\$ 120,000.00	\$ 120,000.00
Lot 2 Stormfilter Treatment Unit	LS	1	\$ 100,000.00	\$ 100,000.00
Outlet Control Structure	EA	2	\$ 15,000.00	\$ 30,000.00
Alter Existing Drainage Pipe	EA	2	\$ 500.00	\$ 1,000.00
4' Drainage Structure	EA	64	\$ 5,500.00	\$ 352,000.00
5' Drainage Structure	EA	4	\$ 6,500.00	\$ 26,000.00
6' Drainage Structure	EA	9	\$ 7,500.00	\$ 67,500.00
Stone Drip Edge	LF	500	\$ 60.00	\$ 30,000.00
6" Storm Drain	LF	88	\$ 65.00	\$ 5,720.00
12" Storm Drain	LF	1535	\$ 115.00	\$ 176,525.00
15" Storm Drain	LF	885	\$ 130.00	\$ 115,050.00
18" Storm Drain	LF	971	\$ 155.00	\$ 150,505.00
24" Storm Drain	LF	327	\$ 175.00	\$ 57,225.00
30" Storm Drain	LF	52	\$ 220.00	\$ 11,440.00
36" Storm Drain	LF	24	\$ 250.00	\$ 6,000.00
				\$ 2,289,205.00
LIGHTING				
New Site Lighting	EA	20	\$ 12,000.00	\$ 240,000.00
				\$ 240,000.00
LANDSCAPING				
Loam & Seed	SY	8900	\$ 7.00	\$ 62,300.00
Landscaping	ALLOW	1	\$ 375,000.00	\$ 375,000.00
				\$ 437,300.00
ROADWAY/ PARKING				
Parking - 19.0mm HMA Base Paving Course	TN	2810	\$ 110.00	\$ 309,100.00
Parking - 9.5mm HMA Surface Paving Course	TN	1620	\$ 120.00	\$ 194,400.00
MDOT Spec 703.06(C) Type D Gravel	CY	10850	\$ 50.00	\$ 542,500.00
MDOT Spec 703.06(a) Type A Gravel	CY	2180	\$ 60.00	\$ 130,800.00
Fine Grade Surface Gravel	SY	26100	\$ 2.50	\$ 65,250.00
Sidewalk - 9.5mm HMA Surface Paving Course - Handplaced	TN	125	\$ 250.00	\$ 31,250.00
Sidewalk - MDOT Spec 703.06(C) Type D Gravel	CY	400	\$ 50.00	\$ 20,000.00
Vertical Granite Curb	LF	1555	\$ 60.00	\$ 93,300.00
Slip Form Concrete Curb	LF	6000	\$ 15.00	\$ 90,000.00
Sloped Slip Form Concrete Curb	LF	40	\$ 25.00	\$ 1,000.00
Detectable Warning Field	SF	675	\$ 150.00	\$ 101,250.00
Signage Allowance	LS	1	\$ 100,000.00	\$ 100,000.00
Striping Allowance	LS	1	\$ 25,000.00	\$ 25,000.00
				\$ 1,703,850.00
GATE KIOSKS				
Kisok Entry Island and Pads	LS	1	\$ 225,000.00	\$ 225,000.00
				\$ 225,000.00
GATES & FENCING				
Decorative Fence	LF	700	\$ 150.00	\$ 105,000.00
Vehicular Guardrail	LF	320	\$ 60.00	\$ 19,200.00
Wooden Pedestrian Guardail	LF	268	\$ 60.00	\$ 16,080.00
				\$ 140,280.00

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Notes:					
Item Description		U/M	Quantity	Unit Cost	Total Cost
SUB TOTAL					\$ 7,478,841.18
10% CONTINGENCY					\$ 747,884.12
GENERAL CONDITIONS					
Mobilization, Bonds, Traffic Control, Phasing, Contractor QA/QC & Ins		LS	1	\$ 448,730.47	\$ 448,730.47
					\$ 448,730.47
CONSTRUCTION SERVICES					
Materials Testing		LS	1	\$ 25,000.00	\$ 25,000.00
CD's, Electrical Design, Wetland Compensation Work, Bidding, Construction Services & Resident Engineer (Full-Time 50 hrs/week at 9 month)		LS	1	\$ 475,000.00	\$ 475,000.00
					\$ 500,000.00
ESTIMATED PROJECT COST					\$ 9,175,455.77

EXHIBIT C



DRAWN	MTM
PROJECT	19059
DATE	9/2/2025
SCALE	1" = 100'



NATURAL RESOURCES EXHIBIT
PORTLAND JETPORT PARKING EXPANSION

LOCATION:
PORTLAND INTERNATIONAL JETPORT
PORTLAND, MAINE

INFORMATION:
2020 USGS LIDAR TOPOGRAPHY
2021 SPRING ORTHOIMAGERY



EXHIBIT A

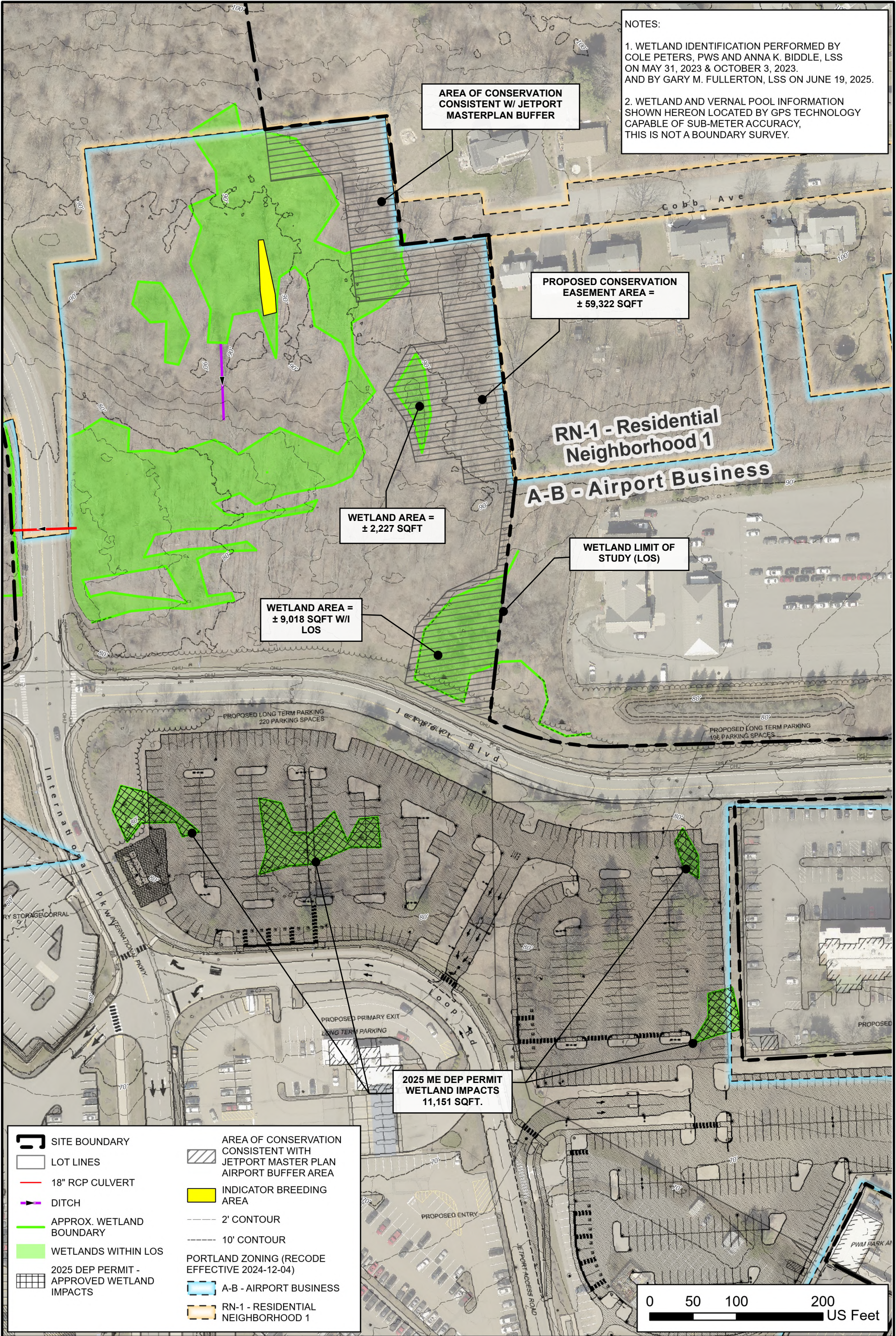


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Level 1 EV Receptical in Garage	EA	27	\$ 2,500.00		\$ 67,500.00
Electrical Circuits, Subpanels, and Panel Modifications	ALLOW	1	\$ 200,000.00		\$ 200,000.00
					\$ 683,000.00

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10% CONTINGENCY					\$ 747,884.12
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CONSTRUCTION SERVICES					
Materials Testing		LS	1	\$ 25,000.00	\$ 25,000.00
CD's, Electrical Design, Wetland Compensation Work, Bidding, Construction Services & Resident Engineer (Full-Time 50 hrs/week at 9 month)		LS	1	\$ 475,000.00	\$ 475,000.00
					\$ 500,000.00
ESTIMATED PROJECT COST					\$ 9,175,455.77



Responses to Public Comments Received by the Sustainability & Transportation Committee on the Proposed Portland International Jetport Parking Expansion & Improvements Project

From: 'Charlotte Witt' via Public Comment <publiccomment@portlandmaine.gov>
Subject: Public Comment for Sept 10 S&T Committee, re: Jetport Parking Project
Date: Sun, Sep 7, 2025 at 10:10 AM

Dear S & T Committee,

I am writing to urge the Sustainability and Transportation Committee members to vote “no” on the proposed Jetport Parking Project for several reasons:

1. The proposed new paving is not the most sustainable way to increase parking at the Jetport. It will inflict permanent environmental damage to wetlands, vernal pools and destroy mature trees for a temporary fix, adding less than 200 spaces.

The project does impact approximately 11,151 square feet of small pocketed, non-hydrologically connected, low function and value wetlands. It does not impact any vernal pools. The impacts by the proposed project have been permitted by the Maine DEP, but the Jetport base on input from the Portland Planning Board went a step further and will place 11,245 square feet of higher value wetlands north of Jetport Boulevard into a conservation easement. Additionally, another 48,077 square feet will be placed in conservation as a buffer to the nearest residential parcels along Cobb Avenue.

The improvements will require the removal of 153 trees of greater than 10” diameter, but 19 of these are ash trees that the city arborist has identified as infected by the emerald ash borer, and must be removed regardless of this project. The project calls for the planting of 167 total new trees around the perimeter of the site, the entrance to the lot, and within the interior landscaped islands. The Jetport is also evaluating the addition of coniferous trees north of Jetport Boulevard to provide additional buffering and offset the trees removed as part of this project.

This lot is not planned as a temporary solution, but rather a long-term improvement to the Jetport’s campus. A significant part of this project is the improvement of the former Teye Airport Park LLC property (aka ParkNJet) that was acquired by the Jetport in 2021. This property includes a 300-parking space gravel lot that does not meet current site plan standards for lighting, pedestrian access, landscaping, or stormwater treatment. Additionally, the property includes 2.1 acres of previously cleared land that will also be improved as part of this project. The project also develops 2.2 acres of Jetport land contiguous with the ParkNJet parcel that is in the City of Portland’s Airport Business (AB) zone and has long been planned for airport development. This land will expand and improve the proposed parking lot and include the installation of a Battery Energy Storage System (BESS) along the southwest edge that will improve the region’s energy sustainability as well as the Jetport’s electrical resiliency. Lastly,

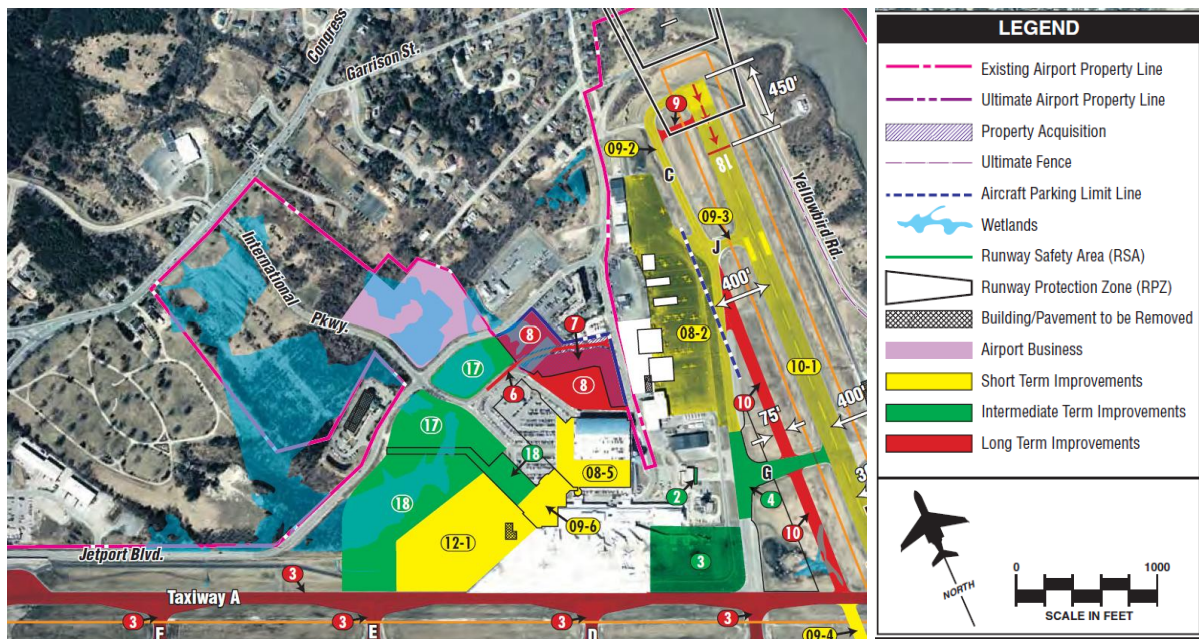
the project redevelops the Jetport's existing 102 space Cell Phone Lot. These improvements will provide a new efficient consolidated 667 space public parking lot that meets all site plan requirements for a public self-park lot.

2. The proposed new and unnecessary paving will cause runoff and damage to the nearby Fore River and Casco Bay.

The new lot will meet all design and environmental standards for runoff and will improve the runoff currently occurring from the un-improved former Toye Airport Park LLC (ParkNJet) gravel lot. The proposed project provides pretreatment sumps, subsurface stormwater detention, and stormfilter treatment units that do not exist today.

3. A more sustainable and forward looking parking solution is to build onto the existing parking garage—build up not out.

We acknowledge the opinion of the writer, but note the next phase of the parking garage requires construction on top of existing surface parking. This project provides needed upgrades to the existing north parking lots and parking that will be required to accommodate the next phase of parking garage construction. As outlined below this proposed project has been in Jetport planning documents since the 2008 master plan noted as projects 8 and 17.



4. The expansion of the parking garage will provide ample covered, walkable, and convenient parking as envisioned in the current Jetport Masterplan.

The next phase of parking garage will ultimately be needed as passenger enplanements rise, but again this project isn't limited just to parking expansion, it also corrects serious deficiencies

Mode	Passenger Miles per GGE (approx.)
Transit Rail	140
Intercity Rail	80
Commuter Rail	76
Airlines	53.62
Motorcycles	51
Cars	43
Light Trucks	38
Transit Buses	26
Demand Response	8

Printed on: October 1, 2025

Source: Oak Ridge National Laboratory, [Transportation Energy Data Book 40, 2022](#), Table 2.13.

This chart shows average per-passenger fuel economy of various modes of travel. All forms of rail achieve relatively high values because of high ridership, proportionally low drag, and high electrification rates (electricity is inherently more efficient than combustion-engine propulsion). Airlines are an increasingly efficient form of transport as more passengers are fit onto planes and ticketing software fills most planes to capacity. Motorcycles achieve a high number of passenger miles per gallon, owing to their light weight and very high fuel efficiency. Transit buses are not very efficient at their current ridership rates, which have declined since the beginning of the COVID-19 pandemic. Demand response vehicles are the least efficient because they need to use fuel just to get to the passenger.

[illegible]

The Jetport's extensive and environmentally damaging surface parking proposal is not a true solution to the airport's parking shortage. It is, instead, a short-term, costly Band-Aid—projected to exceed \$9 million—and will likely be insufficient from the day it is completed. The only viable solution for the parking shortage is to build the garage expansion, as is called for in the 2018 Sustainable Airport Master Plan.

Over the past two years, Stroudwater residents and other concerned citizens have submitted thoughtful feedback to the Planning Board and City Council, including numerous alternatives as well as clearly and succinctly outlining the damage the airport plan will impose on the environment and the surrounding neighborhoods. Many of us have spent the past two years carefully studying the Airport Master Plan, but no group has devoted more time, effort, or expertise than the 23 Maine individuals and organizations ¹ who authored that plan as part of the Planning Advisory Committee.

That Master Plan was created with great care and foresight. It was designed to guide the airport's growth while addressing issues such as sustainability, environmental impact, safety, and community needs. Importantly, it was intended to serve as a decision-making framework for the airport's leadership—including the City Manager and City Council.

What is currently being proposed by the Jetport staff and their engineering team directly contradicts the guidelines outlined in the 2018 Master Plan in regard to expanded parking. We strongly urge this committee and all City Council members to thoroughly review the plan being submitted by the Jetport staff and ask for direct quotes and page numbers from the Master Plan as to where their information originates. Review the Sustainability Master Plan's content on expanded parking needs and compare its recommendations with the Jetport's current proposal.

As a minimum, read the Executive Summary of the Master Plan. Sustainable Airport Master Plan Executive Summary

1 Sustainable Airport Master Plan Executive Summary Brochure; front page. Jetport Website. Sustainable Airport Master Plan Executive Summary Brochure

Many of us are more than willing to meet with you, walk you through our findings, and identify exactly where in the Master Plan our facts for expanding the garage BEFORE adding surface parking originate. We ask only that you take the time to become fully informed—ensuring that decisions are based on a comprehensive understanding of the original plan and its intent.

The individuals who developed the 2018 Sustainable Master Plan devoted countless hours to research, analysis, and thoughtful planning. They carefully considered the future of the Jetport, and how its growth will affect the environment and its bordering neighborhoods, including its parking needs. Their conclusion was that expanding the parking garage was a more sustainable option—both for the environment as well as the solution for expanded parking needs. Please respect their work. Their recommendations were made precisely for moments like this. Ignoring their insights now would be a disservice to their effort and to our community.

This is not just a question of convenience or capacity. It is a question of integrity, sustainability, and long-term planning. Please do not allow this short-sighted proposal to override years of careful study and dedicated civic participation.

Sincerely,
Deborah Napier
Cobb Ave.
Portland, Maine

The development in this area has been outlined in both the 2008 and the 2018 Jetport Master Plan documents. The proposed project is consistent and compliant with the City of Portland Airport Business (AB) zoning, which has been in place for decades. The project provides needed improvements to the existing Cell Phone and former Toye Airport Park LLC property (aka ParkNJet) that make up more than half the proposed development site. These improvements include the aforementioned lighting, pedestrian access, landscaping, and stormwater treatment needed to meet current site plan requirements.

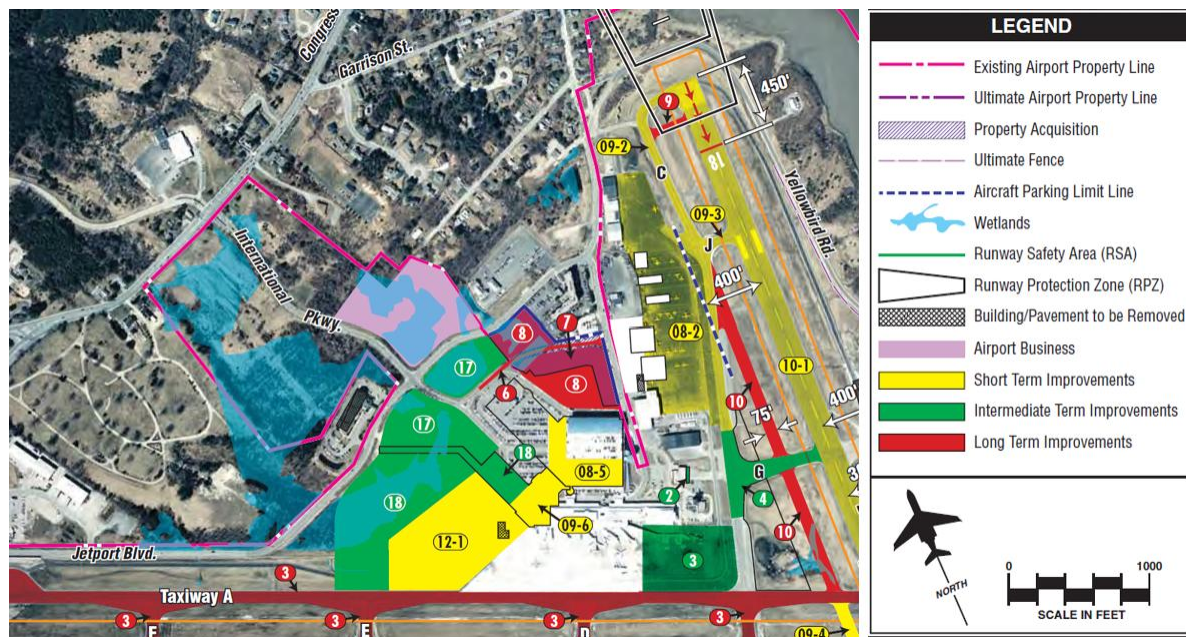
The following are from the 2008 and 2018 Jetport Master Plan documents. Both show detailed plans for this proposed project. There has been confusion over the 2018 plan since only the acquisition of the Toye Airport Park LLC property (aka ParkNJet) is shown in the capital development plan. This is because this project as planned would not proceed unless the acquisition was completed. The project as currently planned is shown in detail on pages 248 and 370 of the 2008 Jetport Master Plan at:

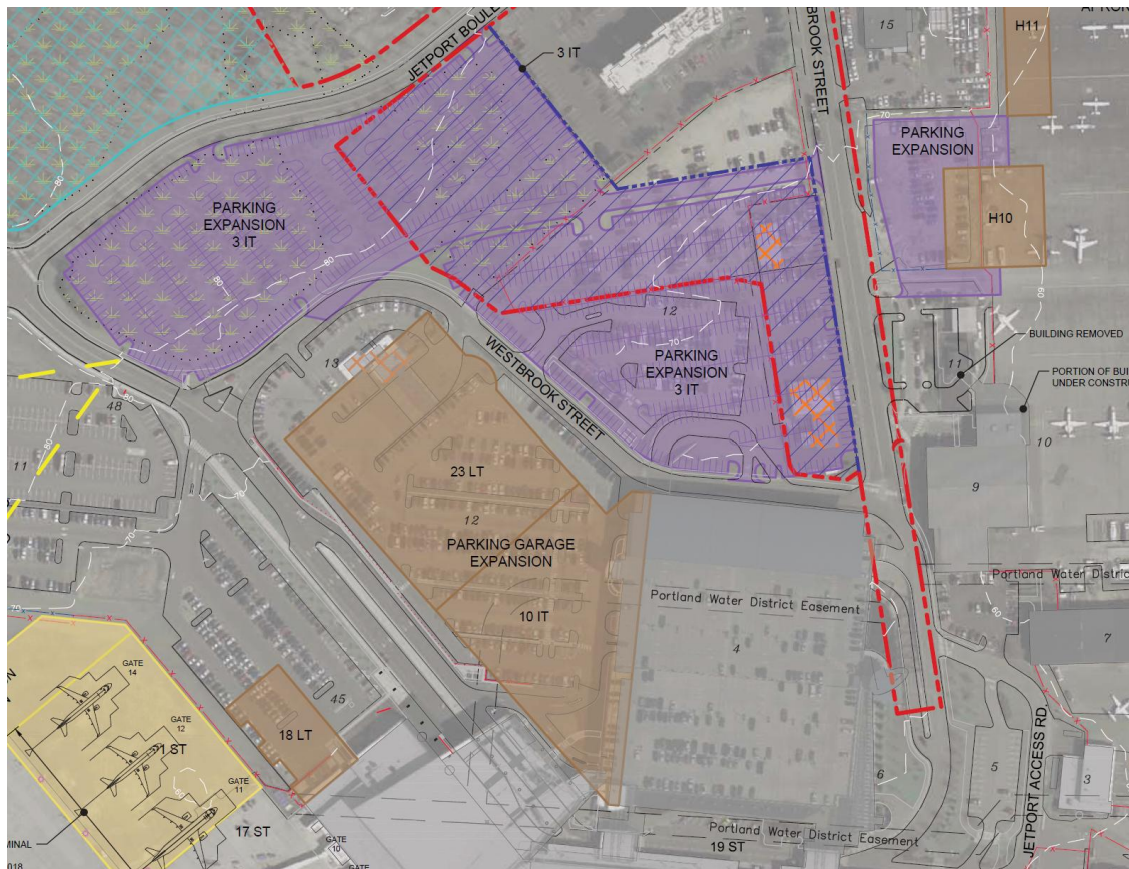
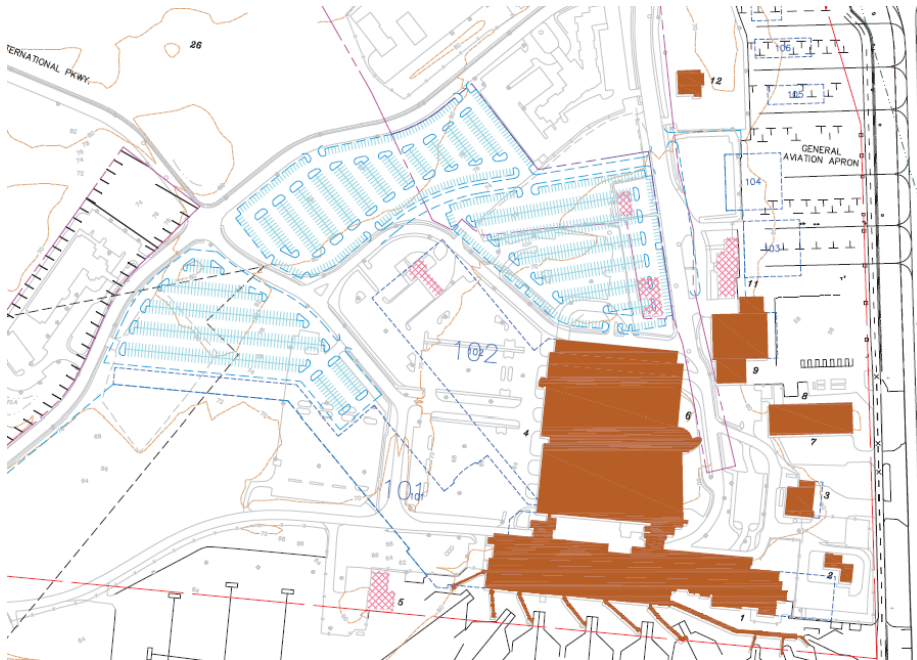
https://portlandjetport.org/sites/default/files/files/Portland%20Master%20Plan%202008_r.pdf

and on page 575 of the 2018 Jetport Master Plan at:

https://portlandjetport.org/sites/default/files/files/PWM_MasterPlan_R.pdf.

2008 Jetport Master Plan Page 248







Councilors & Mayor Dion,

As the needs at the Jetport grow, it is important to align its development with our broader city and regional environmental, climate and transportation goals. Portland has repeatedly committed to expanding public transit, reducing reliance on automobiles, and reducing our greenhouse gases and pollution output. Which is why we believe the current proposal (to pave over acres of woodland and wetland to create a surface parking lot) needs to be re-evaluated: it is a short-sighted, short-term fix, and the worst possible use of land and City funds. The current proposal is not aligned with multiple city plans, including the 2018 Jetport Master Plan, which were created at great expense, time, and engagement. These plans were created with citizen and stakeholder input and approved by the City Council. According to the usage milestones set out in these plans, the surface parking option was only supposed to be a contingency plan – a parking structure should already have been built.

Please, reconsider this proposal, and ask City Staff to pursue alternatives and options which would be better aligned with our City's broader goals. (See the attached issue brief for a long list of alternatives and possible improvements.) It's 2025. We believe the City can do better, and it has a responsibility to do so.

[Signatories on next page]

Signed,

- Page 543

- Joey Brunelle, West End Resident (37 Pine St.)
- Amy Bergen, West End Resident (55 Pine St.)
- Julia Dilger, West End Resident

[illegible]

Compiled by Joey Brunelle with contributions from:
The Portland Climate Action Team (PCAT)

Residents of the Stroudwater Neighborhood

The proposal is to pave acres of green space (including wetlands), destroying over 150 large trees and wetlands to create 265 surface parking places, which will only expand parking capacity by a small fraction.

The project does impact approximately 11,151 square feet of pocketed, non-hydrologically connected, low function and value wetlands. The impacts by the proposed project have been permitted by the Maine DEP, but the Jetport base on input from the Portland Planning Board

went a step further and will place 11,245 square feet of higher value wetlands north of Jetport Boulevard into a conservation easement. Additionally, another 48,077 square feet will be placed in conservation as a buffer to the nearest residential parcels along Cobb Avenue.

According to the parameters and milestones set forth in the 2018 Jetport Master Plan, the existing parking structures should have already been expanded.

The parking lot is consistent with the Airport Master Plan. Page 575 in the pdf of the Airport Master Plan at https://portlandjetport.org/sites/default/files/files/PWM_MasterPlan_R.pdf shows the parking lot location identified as #3 Intermediate term which included the acquisition of the land and parking improvements.

The first phase of the parking garage expansion is identified as #10 Intermediate term and the ultimate garage buildout is identified as #23 Long Term. This is also consistent with the 2008 Jetport Master Plan.

Instead, this surface parking option has been floated. At a projected cost of \$9 million (\$33,963/space), it is an expensive short-term fix that does not improve walking/pedestrian access or public transit, and maximally and irreversibly damages the environment.

As noted above the proposed parking project reconstructs the former ParkNJ gravel lot and the existing Cell Phone Lot to provide a new 667 self-park public parking lot the meets all current site design requirements. So the projected cost of \$9.3 million is \$13,943 per space, This project is not a short-term fix but the addition of a long-term asset.

The Jetport plans state that environment and transit should be prioritized wherever possible, but this surface parking lot is the worst option from both perspectives. It is a short-sighted, short-term solution to a long-term problem.

What are the specific problems with the current proposal?

- It will jeopardize our transportation and climate goals.
 - “Induced Demand” will mean this parking expansion will further increase the number of people using personal automobiles to access the jetport.
 - Automobile emissions account for one-third of Portland’s total carbon emissions, according to the “One Climate Future” plan.
 - We are currently on track to miss our “One Climate Future” goals.
- The Jetport does not currently have any plans to expand public transportation services, nor to create any new berthing areas for public transit buses or shuttles.

In March 2025 Metro switched the Jetport to line 7 and we now have expanded service to the Jetport with 23 daily trips from 5:40am - 10:15pm <https://www.gpmetro.org/wp-content/uploads/2024/12/Effective-March-2025-Rte-7-brochure.pdf>

- The new parking areas are not planned to have walkable connections to the terminals or bikeable connections to the surrounding city. (An on-site shuttle will be required to circulate people to and from the new parking areas.)

The lots are walkable to the terminal and additional crosswalks and sidewalks are included in the site plan design. Although it is a walkable distance the lot will provide on-demand shuttle assistance for passengers requiring mobility assistance.

- It will irreversibly damage the environment.
- The destruction of over 150 trees would also increase exposure to air pollution and toxic particulates.

The improvements will require the removal of 153 trees of greater than 10" diameter, but 19 of these are ash trees that the city arborist has identified as infected by the emerald ash borer, and must be removed regardless of the project. The project calls for the planting of 167 total new trees around the perimeter of the site, the entrance to the lot, and within the interior landscaped islands. The Jetport is also evaluating the addition of coniferous trees north of Jetport Boulevard to provide additional buffering and offset the trees removed as part of this project.

- Ultrafine particulate pollution in the vicinity of airports has been proven to increase the risk for cancer, dementia, respiratory diseases, and other ailments.

- The acres of additional impervious pavement surface, on top of wetland, will increase toxic runoff into the Fore River estuary.

As noted previously stormwater treatment for the overall site will be improved under this project. The 300 parking space former ParkNJet gravel lot currently does not have any stormwater collection or treatment. This project will provide pretreatment sumps, subsurface stormwater detention, and stormfilter treatment units to collect and treat stormwater runoff.

- The destruction of the woodland would significantly reduce the natural noise barrier between the airport and the surrounding neighborhood.

The additional trees proposed to be planted as part of this project will help to create a barrier between the parking lot and surrounding neighborhoods. Additionally much of the northerly edge of the proposed parking lot adjacent to Jetport Boulevard has a significant grade difference of 4 to 8 feet below the road elevation, which provides a noise attenuating berm and barrier for light pollution from vehicles.

- Every 100 feet of forested land cuts noise energy reaching the neighborhood by about half. The 300 feet of woodlands between the Stroudwater neighborhood and the airport reduces the sound energy at the nearby houses by 8 times.

This project maintains 300' of wooded buffer from any residential property.

- Once paved, this undeveloped land will never be restored to its natural condition. This development is effectively irreversible.
- It is inconsistent with multiple city-approved plans such as the Jetport Master Plan and One Climate Future.

As noted previously, the project is consistent with the 2008 and 2018 Jetport Master Plans. Allowing development density within walking distance of the Jetport terminal building reduces the need for shuttle operations and is allows for the proposed conservation of land north of Jetport Boulevard adjacent to residential parcels.

- Note that the Battery Storage project current being planned at the Jetport, a great project for sustainability, does not require this surface parking lot project. It can proceed on the planned site even if the full surface lot is not constructed. It also does not prevent the Jetport from pursuing any of the other alternatives, such as partnering with METRO to increase bus frequency and interconnectivity.

Yes, the Battery Energy Storage System (BESS) could be installed without all aspects of the parking expansion and improvements, but there is a symbiotic relationship. The new expanded parking facility provides vehicular access to the BESS site and allows for needed internet and security system connectivity.

The Jetport and City staff have worked with GP Metro. In March 2025 Metro switched the Jetport to line 7 and now provides expanded service to the Jetport with 23 daily trips from 5:40am - 10:15pm <https://www.gpmetro.org/wp-content/uploads/2024/12/Effective-March-2025-Rte-7-brochure.pdf>

So what are the alternatives?

There is a wide variety of possible alternatives and options to be considered in parallel. Some of these were considered by the Planning Board (see email from former Planning Board Chair Sean Dundon at the end of this document) and Jetport staff, but all were ultimately rejected. We are asking that they be more seriously considered by the City Council, and that alternatives be priced out to determine the best long-term solution.

- Build the parking structure that was expected anyway in the 2018 Jetport Master Plan. Apply the same good urbanism principle to this as we do with housing: build UP not OUT.
- A parking structure is a substantially more effective noise and light buffer for the neighborhood, which would be extremely helpful with the planned

destruction of the natural barrier.

- For example, we could further develop the Park-n-Fly lot that has just been sitting there and is paved already.

This project includes improving the former ParkNJ lot from a gravel lot to a paved lot with proper stormwater treatment.

- The Jetport Director has said that building a parking structure will take some existing parking spots out of service, and in that scenario, any of the following options could also be used to handle demand during that time.

This project is not just a parking expansion, it provides the aforementioned needed lighting, pedestrian access, landscaping, and stormwater treatment for the ParkNJ lot.

- Use off-site parking (e.g. the Maine Mall lots that South Portland has offered us) for staff, rental car customers, and/or passengers, and shuttle them to the Terminals.
 - For example, we could reconfigure existing parking to convert the employee lot to passenger use, and then shuttle employees to an off-site lot.
 - Or we could reconfigure existing parking to send rental cars to an off-site lot and shuttle customers there as needed.
 - If shuttling is not the optimal solution for passengers, it could still be used for staff and reduce the need for on-site staff parking.
 - There is additional interest from rental car companies in additional parking capacity and they'd be willing to use off-site parking at the Maine Mall.

It does not seem appropriate for the City's largest multimodal transportation facility to force non-walkable distance parking sprawl and shuttle operations that increase traffic and congestion on Jetport and surrounding roadways, when the planned development outlined in the Jetport's 2008 and 2018 Master Plans has not been completed.

- Strike deals with neighboring hotels and landowners which we know have excess parking capacity.
- More efficiently utilize existing with new technology and better management practices.
 - The Jetport outsources parking management to SPPlus, and they have different tiers of sophistication of services that we are not currently utilizing.
 - For example, we could implement Dynamic Pricing and/or Higher Pricing to better manage demand. Higher pricing would both generate more revenue for improvements and reduce overall demand for parking by encouraging alternative modes of transportation. (Jetport parking is priced below average/market rate for other comparable airports.)

- Or we could use sensors and electronic signage (rather than manually counting vacant spots) to better track and manage utilization.

- Do what USM did with the Husky Line: the Jetport could contribute additional funds to METRO and collaborate to create better airport service, reducing the overall demand for additional parking.

- Charge a pollution-impact fee on jetport passengers (similar to the one we levy on cruise ship passengers).

- These funds could be used to offset Jetport airplane and automobile emissions by expanding public transit, paying for new shuttle services, leasing surface parking at the Maine Mall, or paying to improve parking technology.

- [illegible]

Sean Dundon

The following are responses to the 5 proposals by Sean Dundon

1. Dynamic Pricing and or Higher pricing

As noted previously, our travelers come from a mostly rural geographical area covering Maine, eastern central New Hampshire, and some of New Brunswick. The primary transportation means for much of this large rural area remains personal vehicles. The goal of the Jetport is not to discourage these travelers from connecting to the nation's air transportation via PWM due to high parking rates. The Jetport regularly compares rates with surrounding airports including Manchester/Boston (Garage \$14/day), Hartford Bradley Int'l Airport (Garage \$30/day with a \$135 weekly cap; Express lot \$12/day), Burlington (Garage \$14/day). All are currently at or near the Jetport's \$15 daily rate.

2. Moving employee parking to the pink lot to have customers park on-site.

The pink lot is routinely filled by customers. There is a need for additional net parking spots which this project provides.

3. Developing the park-n-fly lot which has just been sitting there and is already paved.

As noted previously, this project does improve the ParkNJet lot which is not paved and brings it up to needed site plan standards.

4. Strike deal with neighboring hotels as they have excess parking.

To-date we have not found a nearby lot that is able to provide a commercially and operationally viable long-term agreement.

5. Technology apps to manage parking capacity and vacancies.

We are always exploring technologies to improve the customer experience, however this does not change the need for additional parking.

Public Comment - Order 66-25/26

Anne Pringle via portlandmaine.gov
Thu, Oct 2, 6:15 PM (4 days ago)
to publiccomment

ANNE B. PRINGLE_____

44 Neal Street Portland, ME 04102-3527

anne.pringle.me@gmail.com

October 2, 2025

Portland City Council
389 Congress Street
Portland, ME. 04101

RE: Order 66-25/26

Dear Mayor Dion and City Councilors:

I will be away on vacation and unable to attend the meeting at which you will consider expansion of surface parking at the Jetport.

I know that others will provide detailed comment on why this makes no sense and is inconsistent with the Jetport Master Plan and environment policy.

My comment is more basic.

Jetport management asserts that "The Jetport has experienced substantial growth over the past two years, with total passenger volumes in 2023 and 2024 exceeding the 2019 pre-pandemic peak of 2,180,000 by 1.8% and 11.8% respectively."

This is good news. We who use the Jetport find it convenient and want it to be successful.

But why does it make sense to spend \$9.3 million on surface parking when what is clearly needed, in my view, is an expanded parking garage? Let's get this need addressed NOW, rather than develop more surface parking at high cost! While a garage is being built, South Portland has offered to provide temporary parking at the Maine Mall, to which shuttle service would need to be provided, as at the Pink Lot.

Please think strategically and with a longer-term perspective. I urge you to reject this proposal and send Jetport management back to the drawing board...

Very truly yours,

(s) Anne B. Pringle

MEMORANDUM
City Council Agenda Item

FROM:

DATE: September 29, 2025

SUBJECT: Order 67-25/26 Amendment to Portland City Code Chapter 25 RE: Naming of Assets - Sponsored by Sustainability and 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

**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

At its September 10, 2025 meeting, the Sustainability & Transportation Committee unanimously recommended this item to the Council for approval.

If passed, this order would create a process by which the naming and renaming of City assets would be considered by the City Council. Among other things, this order provides a process by which members of the public can seek the naming/renaming of assets; establishes criteria by which naming/renaming proposals should be considered; and ensures meaningful community engagement throughout the process.

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

III. BACKGROUND

The City Code only briefly addresses the Council's involvement in the naming of City property in Chapter 25 of the Code, and the City lacks a formalized process for conducting this review.

In recent months, four (4) requests to name City facilities have been received by staff including a city block, a baseball field, Portland Harbor Common Park, and Kiwanis Pool. In light of these multiple requests, staff recommend the development of a more formal and rigorous process that broadens inclusion, widens community engagement, improves transparency, and effectively aids the City Council in making these decisions. The resulting ordinance, spurred by current and recent projects, will reflect a general approach for the future and the projects it brings.

At the July 9 Committee meeting, staff solicited feedback from this Committee in order to draft a proposed ordinance.

Staff expects that the ordinance reflects the following:

1. Establish a clear and consistent framework for the naming and renaming of public spaces, streets, buildings, and other landmarks and assets within the City of Portland, Maine.
 - a. Have the framework apply to all proposals for naming and/or renaming within the jurisdiction of the City of Portland, Maine. It covers public spaces, streets, parks, buildings, and other city owned property (assets). One exception will be gifts/donations to the City.
2. Recognize that the act of naming and renaming is significant and meaningful. A name can invoke emotions, create images, and help look back on history. When chosen, a name can reflect the history and culture of those connected with a particular location or the marks within it. The naming and renaming process should take into consideration the past, present, and future history of the land, its use, and peoples' relationship to that land and how it is used. It should be thoughtful and have the intention of remaining permanent. Creating meaningful spaces can bring a community together, and the name is the identifier.
3. Recognize that Portland's assets are a part of the City, and its people's heritage. With this in mind, staff recommend that the Critical Heritage Studies framework is used to inform how the City of Portland approaches the process of naming/renaming.

1. Categories for Naming/Renaming

- a. Guided by the Critical Heritage Studies framework, the proposed ordinance reserves the naming/renaming of City assets, prioritizing a tradition and practice to best serve the interests of the City and assure a worthy and enduring legacy for the City's assets and heritage. To this end, staff suggests the City limits naming/renaming requests of City assets to those that reflect the following three broad categories:

- i. Historic Events, Places, and Persons. The history of a major event or place or historic persons can play an important role in the naming or renaming of parks and recreational facilities. The public often expresses a strong desire to preserve and honor the history of the City, its founders, pioneers, and other historical figures.

1. Place:

- a. Place names can contribute to a sense of belonging and identity, and can act as "symbolic monuments" influencing public memory and promoting specific historical narratives.
 - b. Naming reflects how people perceive and relate to their environment and can embody historical, geographical, cultural, cognitive, and attitudinal aspects of past lives.

- ii. Cultural Heritage:

1. The public often expresses a strong desire to preserve and/or honor the history of the City, looking beyond its founders and pioneers, and seek to include communities that current history has excluded in the naming conversation.
 2. Excluded communities - and histories and heritage - have included Native Americans, African Americans, to name two, along with many others.
 3. This process seeks to give City assets names of historic, social and cultural significance that reflects the make-up of the City's residents and population.

- iii. Major Gifts:

1. The City has benefited from and will continue to welcome the generosity of others, including residents, businesses, and foundations. Their gifts are often vital to the advancement of projects that benefit the entire City. To encourage the continuation of private donations, this ordinance would allow for the City to recognize the significant contributions of those donors in the naming of city assets.

2. Naming Process

- a. When a new park or facility is planned for/under development, the staff committee may initiate the naming process, following the guidelines and priorities outlined in the proposed ordinance.
 - b. Staff committee may solicit petitions proposing a specific name for the new park/facility, following the process/requirements to be detailed in the ordinance and/or administrative rules.

- c. The staff committee shall engage community stakeholders, including relevant commissions, neighborhood organizations, district councilors, and others as part of its process.
- d. The committee will present its review, insights, and recommendation to the Sustainability & Transportation Committee for a public hearing and consideration.
- e. The Sustainability & Transportation Committee will make its recommendation to the City Council.
- f. The City Council will consider the Committee's recommendation (requires two reads for enactment).

3. Renaming Process

- a. Any resident of the City of Portland, or any individual representing a business or organization located in the City of Portland, may submit a renaming petition, the process and requirements of which will be detailed in the ordinance and/or administrative rules.
- b. A committee of City staff will accept and provide an initial review of naming/renaming proposals.
- c. Additional outreach to stakeholders, including neighborhood associations, the district councilor, Parks Commission, Land Bank Commission, and others will be led by the staff committee.
- d. The committee will present its review, insights, and recommendation to the Sustainability & Transportation Committee for a public hearing and consideration.
- e. The Sustainability & Transportation Committee will make its recommendation to the City Council.
- f. The City Council will consider the Committee's recommendation (requires two reads for enactment).

4. Naming/Renaming Exclusions and Exceptions:

- a. Naming associations with tobacco, alcohol, religious organizations, political candidates or adjudicated felons are prohibited.
- b. Naming a City asset after an individual or family, currently alive or deceased, is not permitted due to potential for future controversy as societal values and perspectives evolve over time. One recommended exception includes international or nationally recognized historical figures, recognizing that this should be rare and only upon a substantial demonstration of the figure's connection to, or unique importance in, the Portland community or the State of Maine.
- c. The dedication of small park/public amenities - such as fixed park benches and tables - is currently determined through an administrative process intended to encourage private donations, and will not contradict the priorities as established in this ordinance.
- d. On some occasions, a gift will be made to the City that is of such magnitude and generosity that naming, in honor of or at the request of the benefactor, may be considered. Any request to rename existing property on this basis that is associated with a major gift to expand or refurbish a City asset should be discouraged, unless the term of the current named asset has expired. As part of the draft ordinance, staff will provide additional recommendations on how naming rights should be considered as it relates to major gifts.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

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

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Amendment - Ch 25 re Naming City Assets

Prepared by:

Date: 09/29/2025

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 25 RE: NAMING OF CITY ASSETS**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORTLAND,
MAINE IN CITY COUNCIL ASSEMBLED AS FOLLOWS:**

*That Section 25-81, and Sections 25-206 through 25-214 of
the Portland City Code Chapter 25 is hereby amended to read
as follows:*

Chapter 25 STREETS, SIDEWALKS AND OTHER PUBLIC PLACES*

Art. I. In General, §§ 25-1--25-15
Art. II. Obstructions and Encumbrances, §§ 25-16--25-45
 Div. 1. Generally, §§ 25-16--25-25
 Div. 2. Permit, §§ 25-26--25-45
Art. III. Street Acceptances, §§ 25-46--25-65
Art. IV. Street Grades, §§ 25-66--25-80
Art. V. Street Names and Numbers, §§ 25-81--25-95
Art. VI. Sidewalk and Curbing Construction and Maintenance, §§
25-96--25-115
Art. VII. Excavations, §§ 25-116--25-170
 Div. 1. Generally, §§ 25-116--25-150
 Div. 2. Street Opening Permit, §§ 25-151--25-170
Art. VIII. Removal of Snow and Ice, §§ 25-171--25-190
Art. IX. Moving of Structures, §§ 25-191--25-205
 Div. 1. Generally, §§ 25-191, 25-192
 Div. 2. Permit, §§ 25-193--25-205
Art. X. Naming of City Assets, §§ 25-206--25-214

ARTICLE V. STREET NAMES AND NUMBERS

Sec. 25-81. Street names established.

The several streets and ways, whether public or private, of the city shall continue to be known by the names previously assigned to them unless and until changed by the city council as outlined in Article X.

ARTICLE X. NAMING OF CITY ASSETS

Sec. 25-206. Purpose.

This article is intended to establish a clear and consistent framework for the naming and renaming of the City's public spaces, streets, buildings, and other landmarks and assets owned by the City.

Sec. 25-207. Applicability.

This article applies to all requests to name or rename City-owned land, playgrounds, parks, recreational facilities, buildings, and streets (referred to in this Article as "City Assets"). This article does not apply to installations within such spaces, such as park benches, trees, statues, etc., or to moveable City assets such as vehicles and equipment. The naming of City-owned property that is not governed by this Article shall be left to the discretion of the City Manager or their designee.

Sec. 25-208. Naming Guidelines.

Names of City Assets shall reflect or reference only the following categories:

(a) Historic events, geographic and/or natural features, and persons of unique significance to the City of Portland.

(b) The City's cultural heritage or history beyond historical founders and pioneers of the City of Portland and Maine, including communities that history has traditionally excluded or minimally included in the naming conversation and process.

(c) Significant contributions from individuals or organizations that are beneficial to the advancement of substantial projects in the City.

Sec. 25-209. Restricted Names.

Unless otherwise determined by the City in accordance with the processes outlined in this article, City Assets will not be named as follows:

(a) Names that duplicate or are similar to those of existing named City Assets;

(b) Names of religions, religious organizations, or religious leaders, unless such leader being honored is being recognized solely for the leader's civic contribution;

(c) Names of political organizations, candidates for elected office, elected officials, or current City appointed or elected officials or employees, unless at least five years have passed since a person has vacated their position; and/or

(d) Names that are discriminatory, derogatory, or otherwise offensive regarding a class of people based on an immutable or protected characteristic.

Sec. 25-210. Naming Committee.

A naming committee shall be convened upon the receipt of a request for the naming or renaming of a City Asset as outlined in this article. The naming committee shall consist of:

(a) Two City employees designated by the City Manager;

(b) The department head responsible for the City Asset or their designee;

(c) The Fire Chief or their designee;

(d) The City Councilor of the district where the City Asset is located; and

(e) If the City Asset is a public park, the Chair of the Parks Commission or their designee.

The Naming Committee shall select one member to serve as chair of the committee.

Sec. 25-211. Initial Naming Process.

For new or previously unnamed City Assets, the Mayor may convene a Naming Committee which shall proceed as follows:

- (a) The Naming Committee will establish and use a process to engage community stakeholders in the selection of the asset's name. Such process shall include, but not be limited to, a call for proposals through both a press release and posting on the City's website. The call for proposals shall include a timeline for submission of name proposals as well as the naming guidelines outlined in this Article. Naming Committee members may also propose names for the asset.
- (b) The Naming Committee will review the proposed names for compliance with the naming guidelines included in this article and will recommend up to three (3) names to the Sustainability and Transportation Committee for their consideration.
- (c) The Sustainability and Transportation Committee will review the recommendations from the Naming Committee and will vote to recommend one of the three names identified by the Naming Committee, which recommendation shall be subject to approval by the City Council.

Sec. 25-212. Renaming Process.

Renaming City Assets that are already named is discouraged and shall only proceed under exceptional circumstances and in accordance with the criteria established in Section 25-213. The process of renaming a City Asset shall be as follows:

- (a) A request to rename a City Asset may be initiated by the City Manager or their designee, the Sustainability and Transportation Committee, or by any Portland resident.
 - 1. Portland residents may request that a City Asset be renamed by submitting a petition of at least 500 signatures of Portland residents to the City Clerk's office on a form provided by the clerk's office. Such signatories must be at least 18 years of age. The City Clerk or their designee shall confirm that the petition includes the requisite information and signatures. Once the petition is determined by the City Clerk or their designee to be complete, the Mayor shall convene the Naming Committee as outlined in Section 25-210.

2. The petition shall include:

- i. The printed names and home address of each signatory;
- ii. Existing name of the City Asset, including any common usage names for the Asset;
- iii. Description and map of the area where the City Asset is located, including any topographical and historic landmarks;
- iv. Representative photos of the City Asset and the surrounding area;
- v. An overview of any public outreach or support received for the renaming petition, including any outreach to neighborhood associations or community members and any relevant media coverage; and
- vi. A statement outlining how the request complies with the criteria outlined in Section 25-213.

(b) Before engaging in the naming process outlined in Section 25-211, the Naming Committee must first determine whether the request to rename the City Asset complies with the criteria in Section 25-213. If the Naming Committee determines that the request meets the criteria, it shall proceed with the naming process as outlined in Section 25-211. The Naming Committee's report to the Sustainability and Transportation Committee will include its determination that the request meets the criteria for renaming a City Asset.

If the Naming Committee determines that the request does not meet the criteria in section 25-213, it shall send a report to the Sustainability and Transportation Committee explaining its determination.

(c) Upon receipt of the Naming Committee's report, the Sustainability and Transportation Committee shall first adopt or reject the Naming Committee's determination with respect to whether the renaming request meets the criteria outlined in Section 25-213.

1. If the Sustainability and Transportation Committee

agrees with the Naming Committee that the request to rename a City Asset meets the criteria, it shall proceed with the process as outlined in Section 25-211 and recommend a name for the City Asset to the City Council.

2. If the Sustainability and Transportation Committee determines that the request meets the criteria when the Naming Committee did not find that the request met the criteria for renaming an asset, the Sustainability and Transportation Committee shall remand the request to the Naming Committee to proceed as outlined in Section 25-211.
3. If the Sustainability and Transportation Committee agrees with the Naming Committee that the renaming request did not meet the criteria outlined in Section 25-213, no further action shall be taken on the request.

Sec. 25-213. Renaming Guidelines.

Renaming of any City Asset shall only proceed after consideration of the following factors:

(a) Historical and cultural significance of the existing name;

(b) Impact of the change on the individual or organization, if applicable, for whom the asset is currently named; and

(c) Cost and impact of changing the name, including, but not limited to, changing existing signage, rebuilding community recognition, and updating records such as letterhead, databases, and promotional materials.

Examples of exceptional circumstances that might warrant renaming a City Asset include, but are not limited to, correcting historical injustices, addressing newly revealed information about an existing name, or reflecting evolving community values.

Sec. 25-214. Names of Existing City Assets.

Nothing in this Article affects the existing name of any City Asset established or accruing before the effective date of this

| Article.