

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 - JANUARY 5, 2026 (HYBRID)

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

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

The City Council will conduct this meeting from Council Chambers, located on the second floor of City Hall and via Zoom pursuant to the Remote Meeting Policy adopted by the Portland City Council. A recording will be available in the [Agenda Center](#) following the meeting.

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

To join this meeting remotely, please visit: <https://portlandmaine.gov.zoom.us/j/82039368573?pwd=7ybXr1onKNKmC25TUjOV0cR0IF1jaC.1>

PLEDGE OF ALLEGIANCE:

ROLL CALL:

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

ANNOUNCEMENTS:

RECOGNITIONS:

PRESENTATIONS:

State of the Schools - Portland Board of Public Education, Sarah Lentz, Chair

APPROVAL OF MINUTES OF PREVIOUS MEETING:

**State of City Address Meeting Minutes 12.15.2025
Special City Council Meeting Minutes-12.15.2025**

PROCLAMATIONS:

Proclamation 15-25/26 Recognizing January 19, 2026 as Martin Luther King Jr. Day - Sponsored by Mark Dion, Mayor

Proclamation 16-25/26 Recognizing the Portland Fire Department for Their Heroic Efforts During the December 2025 Custom House Wharf Fire - Sponsored by Mark Dion, Mayor

SPECIAL MEETING:

Special Meeting of the Corporator of the Creative Portland Corporation

Order 108-25/26 Appointing David Page as a Director of the Creative Portland Corporation - Sponsored by Legislative & Nominating Committee, Mayor Mark Dion, Chair

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

<u>Name</u>	<u>Board or Committee</u>	<u>Expiration of Term</u>
David Page	Creative Portland	11/30/2026

Five affirmative votes are required for passage after public comment.

Special Meeting of the Corporator of the Portland Development Corporation

Order 109-25/26 Appointing Tuck O'Brien to the Board of the Portland Development Corporation - Sponsored by Legislative & 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>
Tuck O'Brien	Portland Development Corporation	9/30/2027

Five affirmative votes are required for passage after public comment.

Special Meeting of the Corporator of the Portland Fish Pier Authority

Order 110-25/26 Appointing Joe Massaua as a Class B Director of the Fish Pier Authority - Sponsored by Legislative & 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>
Joe Massaua	Portland Fish Pier Authority	10/31/2028

Five affirmative votes are required for passage after public comment.

APPOINTMENTS:

Order 111-25/26 Appointing Members to Various Boards & Committees - Sponsored by Legislative & Nominating Committee, Mayor Mark Dion, Chair

If passed, this order would appoint the following individuals to Various Boards & Committees:

<u>Name</u>	<u>Board or Committee</u>	<u>Expiration of Term</u>
-------------	---------------------------	---------------------------

Jonas Burke	Rent Board (District 4)	3/31/2029
Anne-Laure Razat	Rent Board (At-Large)	3/31/2029
Joey Brunelle	Police Citizen Review Subcommittee	3/31/2029
Sam Tracy	Police Citizen Review Subcommittee	3/31/2027
Jodi Granger	Fair Hearing Officer	11/30/2027
Blake Shephard	Fair Hearing Officer	11/30/2028
Adarth Dixon	Land Bank Commission (District 1)	6/30/2028
Eric Din	Planning Board	2/28/2029
Beverly Uhlenhake	Planning Board	2/28/2029
Graham Louis	Zoning Board of Appeals	12/31/2028
Nathaniel Ferguson	Zoning Board of Appeals	12/31/2028

Five affirmative votes are required for passage after public comment.

CONSENT ITEMS:

Order 112-25/26 Granting Municipal Officers' Approval of Playmakers Pizza LLC, dba Playmakers Pizza and Pub. Application for Class 1 FSE at 512 Warren Ave - Sponsored by Danielle P. West, City Manager

Application was filed on 12/3/25. Location was previously Turf's Pub.

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

UNFINISHED BUSINESS:

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

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

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

1. Eliminates the cap on rental golf cart operators: The current ordinance requires that the City facilitate a competitive bidding process between operators if the cap

established by the City Manager is met, which is unclear and challenging to administer.

2. Directs the Permitting and Inspections Department to create and manage a wait list for cart licenses: The current ordinance allows the City Manager to set a cap on the number of cart licenses available but does not have a mechanism for interested parties to secure a spot in line when the number of licensed carts falls below the cap. Making this change will align cap management with other programs with caps such as short-term rentals and food truck licenses on Cutter Street. The recommended amendment explains how Permitting and Inspections will manage the wait list.

This item must be read on two separate days. It received its first reading on June 23, 2025 and its second reading on July 14, 2025, at which point it was postponed to December 15, 2025. On December 15, 2025, it was postponed to January 5, 2026. Five affirmative votes are required for passage after public comment.

Order 103-25/26 Approving Agreements Between the Maine Department of Transportation and Portland RE Improvements to Route 26/100 - Sponsored by Danielle P. West, City Manager

This project is part of MaineDOT's Heavy Treatment Program. The State administers the project and typically 80% of project costs are paid by federal funding and 20% of project costs are paid by the State. The City has requested additional Americans with Disabilities Act (ADA) work to be added to this project which will be a 100% City contribution. By signing the partnership agreement, it enables MaineDOT to proceed with the project and obligates the City to pay 100% of the requested added ADA; the City share is estimated to be \$95,600. The City is also obligated to pay 100% of manhole adjustments, the cost of which is estimated to be \$65,000 which is shown on the Utility Agreement. MaineDOT, using federal and state funding, will be paying the rest of the project costs.

This item must be read on two separate days. It received its first reading on December 15. Five affirmative votes are required for passage after public comment.

Order 104-25/26 Approving Agreements Between the Maine Department of Transportation and Portland RE Improvements to Route 302 - Sponsored by Danielle P. West, City Manager

This project is part of MaineDOT's Light Paving Program. The State administers the project and typically 80% of project costs are paid by federal funding and 20% of project costs are paid by the State. The City has requested to extend the paving limits to Allen Avenue (originally was Warren Avenue); all the additional work for this segment will be a 100% City contribution. By signing the partnership agreement, it enables MaineDOT to proceed with the project and obligates the City to pay 100% of the requested added length; the City share is estimated to be \$92,000. The City is also obligated to pay 100% of manhole adjustments, the cost of which is estimated to be \$47,500 which is shown on the Utility Agreement. MaineDOT, using federal and state funding, will be paying the rest of the project costs.

This item must be read on two separate days. It received its first reading on December 15. Five affirmative votes are required for passage after public comment.

Order 105-25/26 Approving Agreements Between the Maine Department of Transportation and Portland RE: Improvements to St. John Street, Danforth Street, Fore Street, and Commercial Street - Sponsored by Danielle P. West, City Manager

This project is part of MaineDOT's Highway Corridor Priority 3 & 4 Paving Program (Previously known as the Collector Paving Program). The State administers the project and typically 80% of project costs are paid by federal funding. The City has requested additional Americans with Disabilities Act (ADA) work and curb adjustment work to be added to this project which will be a 100% City contribution. By signing the partnership agreement, it enables MaineDOT to proceed with the project and obligates the City to pay for 20% of the original estimated project cost and 100% of the requested added ADA and curb work; the City share is estimated to be \$621,740. The City is also obligated to pay 100% of manhole adjustments, the cost of which is estimated to be \$165,000 which are part of the Utility Agreement. MaineDOT, using federal funding, will be paying the rest of the project costs.

This item must be read on two separate days. It received its first reading on December 15. Five affirmative votes are required for passage after public comment.

Order 106-25/26 Accepting and Appropriating a \$2,500 Donation from Oldcastle Lawn & Garden, Inc. for the Shop with a Cop Program - Sponsored by Danielle P. West, City Manager

Accepting and Appropriating a \$2,500.00 check from OldCastle Lawn & Garden, Inc. for the Shop with a Cop event, where children in the community are selected to shop for holiday gifts for their families accompanied by a Portland Police Officer. This is an event that the officers look forward to each year and allows the police department to connect and build relationships with the community. This is the 5th consecutive year from the donor.

This item must be read on two separate days. It received its first reading on December 15. Five affirmative votes are required for passage after public comment.

Order 107-25/26 Amendment to Portland City Code Chapter 4 Re: Amusements - Sponsored by Housing & Economic Development Committee, Pious Ali, Chair

On November 18 2025, the Housing & Economic Development Committee voted (4-0) to recommend this item to the full City Council.

This ordinance amends Portland City Code Chapter 4 by creating a new category of entertainment license for Large Capacity Venues with a capacity of 2000 or more people (other than venues owned by the City). The primary new requirement for this new Large Capacity Entertainment License is that applicants must enter into an Entertainment Sector Benefit Agreement with the City, under which licensees will be required to provide financial or in-kind contributions to an Entertainment Sector Trust Fund in the amount of 1.0% to 2.0% of the base ticket price for each ticket sold at the venue. These funds will be used to support entertainers and entertainment businesses in Portland.

This item must be read on two separate days. It received its first reading on December 15. Five affirmative votes are required for passage after public comment.

ORDERS:

Order 113-25/26 Accepting and Appropriating a \$12,000 Donation from Maine Community Foundation, Inc. in Support of Welcoming America's Recertification Process - Sponsored by Danielle P. West, City Manager

This Order would authorize acceptance of a donation from the Maine Community Foundation, Inc. (MCF) in the amount of \$12,000. This is the amount of Welcoming America's recertification process which has a term of five years. The City was certified welcoming in 2020 and MCF would like to donate the costs of re-certifying to the City as it supports the intent of Welcoming America. Welcoming America is a national nonprofit, nonpartisan organization that leads a national movement to help communities become more inclusive and prosperous by ensuring a sense of belonging.

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

AMENDMENTS:

Order 114-25/26 Amendment to Portland City Code Chapter 2 Re: Civilian Police Review Board - Sponsored by Health & Human Services & Public Safety Committee, Councilor Anna Bullett, Chair

This Order proposes amendments to Chapter 2 of the Portland City Code to establish a new Civilian Police Review Board (CPRB), which replaces the former Police Citizen Review Subcommittee. The proposed CPRB is a standalone body with ten members and will review all police department internal affairs investigations for due process issues. The Health and Human Services and Public Safety Committee voted 3-1 on November 13, 2025 to recommend to the City Council approval of this amendment.

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

Order 115-25/26 Amendment to Portland City Code Chapter 34 RE: Landcare Management Advisory Committee (LMAC) - Sponsored by Legislative & Nominating Committee, Mayor Mark Dion, Chair

This Order introduces temporary amendments to Portland's Landcare ordinance which dissolve the existing Landcare Management Advisory Committee. In its place, the Legislative and Nominating Committee of the City Council is proposed to serve as the Waiver Committee and rule on applications for waivers of the pesticide ordinance. Duties of the Landcare Management Advisory Committee have otherwise been assigned to either the Sustainability Director or the Sustainability and Transportation Committee of the City Council. This Order comes before the City Council after having been recommended by the Legislative and Nominating Committee in a 3-0 vote on December 9, 2025.

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

EXECUTIVE SESSION:

ADJOURNMENT:

ZOOM INFORMATION:

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

LiveStream: <https://portlandme.portal.civicclerk.com/event/7628/media>

[Zoom Link](#)

PLEDGE OF ALLEGIANCE:

Mayor Dion & Yarmouth Girl Scout Juniors Troop 1522 led all present in the Pledge of Allegiance.

Led by the Yarmouth Girl Scout Juniors Troop 1522

ROLL CALL:

Mayor Dion called the meeting to order at 5:30

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

5:30 P.M. PUBLIC COMMENT PERIOD ON NON-AGENDA ITEMS:

Mayor Dion opened the floor for public comment. The following individuals spoke: Students from the Environmental Club for Portland Public Schools, Bill Webber (Munjoy Hill), Myles Smith (Portland Advisory Committee), Corrinna Napper (Portland Resident), Winston Lumpkins (Munjoy Hill)

ANNOUNCEMENTS:

Mayor Dion opened the floor for Council announcements. There were no announcements.

RECOGNITIONS:

PRESENTATIONS:

APPROVAL OF MINUTES OF PREVIOUS MEETING:

City Council Meeting- December 1, 2025 (Inaugural)

City Council Meeting-December 1, 2025 (Regular Meeting)

December 1, 2025-Inaugural Meeting

Motion was made by Councilor Phillips and seconded by Councilor Sykes. Passage 9-0

December 1, 2025-Regular Meeting

Motion was made by Councilor Bullett and seconded by Councilor Sykes. Passage 9-0

APPOINTMENTS:

Order 98-25/26 Confirming the Appointment of Abbey Lombard as Interim City Clerk - Sponsored by Mark Dion, Mayor

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

Mayor Dion opened the floor for public comment. The following individuals spoke: Mayor Dion, Abbey Lombard (Deputy City Clerk)

Order 99-25/26 Authorizing Special Council and Outside Board and Commission Appointments for 2026 - Sponsored by Mark Dion, Mayor

Motion was made by Councilor Michniewicz and seconded by Councilor Pelletier for passage, as amended. Passage 9-0

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

Motion was made by Councilor Grant and seconded by Councilor Michniewicz to amend from the floor. Passage 9-0.

Amendment: Cumberland County Finance Committee- remove Mayor Dion & Councilor Bullett and replace with Councilor Grant and Councilor Michniewicz. And on the Maine Municipal Association Legislative & Policy Committee, remove Mayor Dion and replace with Councilor Sykes.

Order 100-25/26 Appointing Constables for 2026 - Sponsored by Danielle P. West, City Manager

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

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

CONSENT ITEMS:

Order 85-25/26 Granting Municipal Officers' Approval of C'est La Vie Ventures LLC, dba Marquis Lounge. Application for Class A Lounge at 150 Park Street - Sponsored by Danielle P. West, City Manager

Orders 85-25/26 and Orders 101-25/26 through Order 102-25/26 were read and passed as consent items. Public comment was taken on orders together.

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

Mayor Dion opened the floor for public comment. The following individuals spoke: Andrew Brunze (High Street), Jessica (Flask Lounge), Catherine Hagen (Flask Lounge), Patrick (Flask Lounge), Jessica Quattropani (Director of Permitting and Inspections)

Order 101-25/26 Granting Municipal Officers' Approval of Manateo LLC, dba Live at Madrid's. Application for Auditorium with Outdoor Dining on Private Property and Indoor Entertainment at 144 Fore Street, ste 5 & 6 - Sponsored by Danielle P. West, City Manager

Orders 85-25/26 and Orders 101-25/26 through Order 102-25/26 were read and passed as consent items. Public comment was taken on orders together.

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

Mayor Dion opened the floor for public comment. The following individuals spoke: Andrew Brunze (High Street), Jessica (Flask Lounge), Catherine Hagen (Flask Lounge), Patrick (Flask Lounge), Jessica Quattropani (Director of Permitting and Inspections)

Order 102-25/26 Granting Municipal Officers' Approval of NCPTWO LLC, dba Flask Lounge. Application for Class A Lounge with Outdoor Dining on Public Property and Indoor Entertainment at 117 Spring Street - Sponsored by Danielle P. West, City Manager

Orders 85-25/26 and Orders 101-25/26 through Order 102-25/26 were read and passed as consent items. Public comment was taken on orders together.

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

Passage: 9-0

Mayor Dion opened the floor for public comment. The following individuals spoke: Andrew Brunze (High Street), Jessica (Flask Lounge), Catherine Hagen (Flask Lounge), Patrick (Flask Lounge), Jessica Quattropani (Director of Permitting and Inspections)

COMMUNICATIONS:

Communication 8-25/26 Fiscal Year End 2025 Tax Increment Financing Annual Report - Housing & Economic Development Committee, Pious Ali, Chair

Councilor Ali provided Communication 8-25/26 Fiscal Year End 2025 Tax Increment Financing Annual Report.

As a Communication, no formal Council action is needed.

Communication 9-25/26 2025 Annual Accomplishment Report for the Housing and Economic Development Committee - Housing & Economic Development Committee, Pious Ali, Chair

Councilor Ali provided Communication 9-25/26 Annual Accomplishment Report for the Housing and Economic Development Committee.

As a Communication, no formal Council action is needed.

Communication 10-25/26 Progress Report on City of Portland's Vision Zero Quick Action Plan - Danielle P. West, City Manager

Danielle West (City Manager) provided Communication 10-25/26 Progress Report on City of Portland's Vision Zero Quick Action Plan

As a Communication, no formal Council action is needed.

UNFINISHED BUSINESS:

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

Motion was made by Councilor Phillips and seconded by Councilor Fournier to postpone until January 5, 2026. Passed 7-2. (Councilor Sykes and Councilor Michniewicz opposed)

**Item postponed until January 5, 2026*

Order 95-25/26 Order Accepting and Appropriating a \$15,250.50 Maine Bureau of Highway Safety Grant - Sponsored by Danielle P. West, City Manager

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

Mayor Dion opened the floor for public comment. The following individuals spoke: Councilor Fournier, Danielle West (City Manager), Councilor Bullett, Councilor Sykes, Mayor Dion, Councilor Pelletier

Order 96-25/26 Amending Order 62-24/25 - Sponsored by Health & Human Services & Public Safety Committee, Councilor Anna Bullett, Chair

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

Mayor Dion opened the floor for public comment. The following individuals spoke:
Councilor Bullett, Ben Strick (Spurwink Services)

Order 97-25/26 Amendment to Portland City Code Chapter 6 RE: Short Term Rental Unit Registration Requirements - Sponsored by Mark Dion, Mayor

Motion was made by Councilor Fournier and seconded by Councilor Michniewicz for passage, as amended. Passage 5-4 (Councilors Fournier, Ali, Pelletier, & Phillips opposed)

Mayor Dion opened the floor for public comment. The following individuals spoke:
Michael Goldman (Corporation Counsel), Winston Lumpkins (Munjoy Hill), Maise (Portland Resident), Councilor Fournier, Councilor Sykes, Councilor Grant, Councilor Pelletier, Councilor Michniewicz, Councilor Bullett, Mayor Dion

Motion was made by Councilor Sykes and seconded by Councilor Dion to amend from the floor. Passage 9-0.

Amendment: "If the owner of the property is not eligible for the homestead exemption and has not filed a tax return during the time that they occupied the unit as their Primary Residence, the owner may, **as a one-time waiver**, provide other documentation that proves, to the satisfaction of the City's Permitting and Inspections Director, that the unit is the owner's Primary Residence. **This waiver may be granted only once per owner and shall not create a precedent for future determinations.**"

ORDERS:

Order 103-25/26 Approving Agreements Between the Maine Department of Transportation and Portland RE Improvements to Route 26/100 - Sponsored by Danielle P. West, City Manager

This is first reading.

Order 104-25/26 Approving Agreements Between the Maine Department of Transportation and Portland RE Improvements to Route 302 - Sponsored by Danielle P. West, City Manager

This is first reading.

Order 105-25/26 Approving Agreements Between the Maine Department of Transportation and Portland RE: Improvements to St. John Street, Danforth Street, Fore Street, and Commercial Street - Sponsored by Danielle P. West, City Manager

This is first reading.

Order 106-25/26 Accepting and Appropriating a \$2,500 Donation from Oldcastle Lawn & Garden, Inc. for the Shop with a Cop Program - Sponsored by Danielle P. West, City Manager

This is first reading.

AMENDMENTS:

**Order 107-25/26 Amendment to Portland City Code Chapter 4 Re: Amusements -
Sponsored by Housing & Economic Development Committee, Pious Ali, Chair**

This is first reading.

EXECUTIVE SESSION:

ADJOURNMENT:

Motion was made by Councilor Phillips and seconded by Councilor Bullett to adjourn. Passage 9-0
Adjourned 6:54

A TRUE RECORD

Ashley Rand, City Clerk

ZOOM INFORMATION:

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

LiveStream: <https://portlandme.portal.civicclerk.com/event/8373/media>

[Zoom Link](#)

PLEDGE OF ALLEGIANCE:

Mayor Dion lead 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

SUSPENSION OF COUNCIL RULES:

City Council vote to suspend the Rules of Procedure and not take public comment on non-agenda items at this meeting, instead taking public comment on non-agenda items during the 5:30pm meeting.

*Point of Order, Motion was made by Councilor Michniewicz and seconded by Councilor Grant to suspend the City Council Rules to take public comment on non-agenda items at the 5:30pm meeting. Passage 9-0

STATE OF THE CITY ADDRESS:

Pursuant to the Portland City Charter Article II, Section 5(a), the Mayor will give the annual State of the City Address.

Mayor Dion gave the annual State of the City Address.

ADJOURNMENT:

Motion was made by Councilor Sykes and seconded by Councilor Phillips to adjourn. Passage 9-0 at 5:27pm
A TRUE RECORD

Ashley Rand, City Clerk

P R O C L A M A T I O N
RECOGNIZING
MARTIN LUTHER KING JR. DAY

WHEREAS, Reverend Dr. Martin Luther King, Jr., a minister, activist, author, and leader inspired so many in this country and the world with his vision and dedication to freedom and equality, for both Black Americans and all working-class Americans, regardless of race or color; and

WHEREAS, Dr. King became the voice of the American civil rights movement in the 1950s and 1960s with his distinctive oratorical style and commitment to nonviolent protest and deliberative, intentional political action that resulted in the passage of the Civil Rights Act of 1964, prohibiting discrimination based on race, color, religion, sex and national origin; and

WHEREAS, Dr. King led the Montgomery Bus Boycott, was one of the founders of the Southern Christian Leadership Council, championed the Poor People's campaign and for his many efforts was awarded the Nobel Peace Prize in 1964; and

WHEREAS, Dr. King came to Maine twice to talk about race relations and his dream of Equality, Black Liberation, and Human Rights, planting a seed that continues to inspire and motivate the millions of people continuing his work in Portland, across the United States, and around the world; and

WHEREAS, Dr. King's voice, vision, and dream has persevered for generations since his passing, and his deeply-held faith and unwavering courage in loudly proclaiming the message of liberty, justice and equality for Black Americans lives on; and

WHEREAS, The United States Congress passed legislation that was signed into law on November 2, 1983, designating the third Monday in January a national holiday in honor of Reverend Dr. Martin Luther King, Jr.'s birthday; and

NOW, THEREFORE, BE IT RESOLVED, THAT I, Mark Dion, Mayor of the City of Portland, Maine and members of the City Council do hereby recognize Monday, January 19, 2026 as Martin Luther King, Jr. Day.

Signed and sealed this 5th day of January, 2026



Mark Dion, Mayor
City of Portland

P R O C L A M A T I O N
RECOGNIZING THE PORTLAND FIRE DEPARTMENT
FOR THEIR HEROIC EFFORTS DURING THE DECEMBER 2025
CUSTOM HOUSE WHARF FIRE

- WHEREAS,** on the evening of Friday, December 26, 2025, a devastating three-alarm fire erupted at the historic Custom House Wharf, a cornerstone of Portland’s working waterfront and home to vital maritime businesses; and
- WHEREAS,** more than 80 courageous responders from the Portland Fire Department and six neighboring agencies mobilized with extraordinary speed to confront a blaze that threatened the very fabric of our harbor’s economy and history; and
- WHEREAS,** assistance included essential aid from Cape Elizabeth, Cumberland, Falmouth, Scarborough, South Portland, and Westbrook, who provided specialized equipment, fire station coverage, and additional personnel which was necessary to overcome a challenge of this magnitude; and
- WHEREAS,** these brave first responders operated under harrowing conditions—navigating restricted access to wharf-side structures, facing the imminent threat of structural collapses, and enduring freezing temperatures that caused hydrants to freeze shut; and
- WHEREAS,** through the critical intervention of the Portland Fireboat from the harbor side, including strategic deployment of 200,000 gallons of water, the department successfully contained the inferno, preventing further destruction to the surrounding wharves and vessels; and
- WHEREAS,** despite the intensity of the fire and the injuries sustained by two responders in the line of duty, the Portland Fire Department ensured that no lives were lost among the occupants, bystanders, or the local lobstermen who rely on the wharf; and
- WHEREAS,** the selfless dedication and professional excellence displayed by the Portland Fire Department during this crisis exemplifies their unwavering commitment to the safety and resilience of all who live, work, and make their living on the water in our city.

NOW, THEREFORE, BE IT RESOLVED, THAT I, Mark Dion, Mayor of the City of Portland, Maine, and members of the City Council, do hereby recognize and commend the Portland Fire Department for their heroic efforts in battling the Custom House Wharf fire. We extend our deepest gratitude for their service in protecting our working waterfront and ensuring the safety of our community.

Signed and sealed this 5th day of January, 2026



Mark Dion, Mayor
City of Portland

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

**ORDER APPOINTING TUCK O'BRIEN 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 Tuck O'Brien to the Board of Directors of the Portland Development Corporation, whose term shall expire on September 30, 2027.

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



To: Mayor and City Councilors
From: Ashley Rand, City Clerk
Date: December 22, 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 Thursday, December 18th 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>
David Page+*	Creative Portland	11/30/2026

+Indicates New Board Member

*Indicates Filling Vacant Term

David Page

City of Portland | Generated 12/4/2025 @ 9:45 am by OnBoardGOV - Powered by ClerkBase

Status		Board	Vacancies	Status
Name	David Page	Creative Portland Corporation	3	Pending
Application Date	11/18/2025			
Expiration Date	11/18/2026			
Status	Received			

Basic Information

Name
David Page

Contact Information

Address
5 Streamwood Ln
Falmouthh, ME 04105

Email
[REDACTED]

Cell Phone
[REDACTED]

Business Phone
[REDACTED]

Additional Information

Notes

Generated 12/4/2025 @ 9:45 am

EXPERIENCE:

Chief Marketing officer

Visit Portland, Portland, Maine

2024 – present

Direct marketing and brand strategy for the Destination Marketing Organization (DMO), elevating Portland and the surrounding region as a premier destination for leisure travel and group meetings

- Lead and manage digital initiatives, including website strategy, paid social media campaigns, and data-driven performance marketing focused on driving conversion
- Oversee public relations, content creation, and media partnerships to secure favorable national and regional coverage that positions Portland as a distinctive and compelling destination.
- Develop and execute targeted, multi-channel campaigns focused on key drive markets, significantly increasing visitor intent and economic impact for local businesses
- Collaborate closely with hospitality partners, city stakeholders, and the Board of Directors to ensure consistent brand messaging across all touchpoints and collateral

Account Director

CD+M Communications, Portland, Maine

2011 – 2024

Manage key accounts for public health, private healthcare, high-tech, and consumer clients, including complete strategy formulation and planning, branding/image, research, budgeting, timelines and evaluation

- Direct strategic and tactical planning efforts for select agency clients, with a specialization in brand development and management as it relates to overall organizational vision, core competencies, and goals
- Write, edit, and supervise development of content for traditional, grassroots/viral, and interactive mediums
- Partner with client marketing teams to develop and execute strategic communications plans across all available channels and touchpoints
- Developed and executed public relations and communication strategies for Maine CDC's Partnership for a Tobacco-Free Maine, supporting the Healthy Maine Partnerships as internal avenues of influence and representation
 - Managed marketing and public relations efforts, including health-related promotions and input on governmental affairs and policy updates
- Led rebranding of New England Cancer Specialists, formerly Maine Center for Cancer Medicine
 - Worked with client to educate staff and establish best practices for embracing and promoting the new brand
 - Managed all public relations needs associated with the rebranding, including press releases, social media messaging, and direct mail campaigns
- Led rebranding of Bar Harbor Bank & Trust
 - Oversaw the development of messaging, look & feel, and communications strategy in support of the organization's growth from 15 branches in coastal Maine, to a three state, 50+ branch regional bank
- Serve as Grant Manager for Maine's MidCoast & Island Tourism Council, writing the annual grant

application, developing content and influencer relationships, and overseeing all marketing and communications activities

- Manage all social media channels, monthly newsletters, and websites, including the creation of video, editorial content, and planning tools for travelers

Marketing Manager, Work Exchange Programs

Council on International Educational Exchange (CIEE), Portland, Maine

2007 – 2011

Developed and led marketing strategies for CIEE Work Exchange programs, impacting 30,000 international participants and 5,000 U.S. employers, annually

- Managed the development and delivery of digital and print sales and support materials to communicate successfully to various partners and clients
- Managed content of program websites, liaising with business owners and technical staff as appropriate, to ensure sites were up to date and effective as both marketing and support tools
- Oversaw the agent and employer extranets ensuring content remained up to date, engaging, and met the needs of the business
- Rebranded Work & Travel USA and Internship USA programs to more effectively connect with markets
- Organized and led events, including international job fairs, trainings, industry conferences, and educational presentations

Production Director

KempGoldberg Marketing & Communications, Portland, Maine

2006 – 2007

Manage production of all agency work through collaboration with account service and creative teams to meet job specifications, deadlines, and budgets

- Oversaw creative workflow of agency projects, establishing clear deliverables and deadlines, and ensuring quality while maintaining budget parameters
- Managed the creative and production teams, including art directors, production artists, copy writers, production coordinator, and traffic manager
- Oversaw production schedules and estimates to ensure projects were completed on time and within budget
- Review and edit all projects for voice and brand consistency
- Managed event planning and development of materials for client events and trade shows

Client Services Director

WK Reynolds & Associates Advertising Agency, Portland, Maine

1999 – 2007

Managed relationships with all agency clients, developing strategic plans, brand positioning, and creative direction

- Managed Account Services team
- Worked with creative and production teams to ensure successful project results and brand consistency for all clients
- Led copywriting and design for a variety of communications materials, from conception and development through completion—Projects included print collateral, web sites, brand identity systems, catalogs, direct mail, pos materials, ads, and others
- Led the development of agency public relations and marketing programs
- Managed photography studio as primary photographer and art directed photo shoots

EDUCATION:

1992, BA in English, Virginia Commonwealth University

SKILLS:

- Computer applications: MS Office Suite, Adobe Creative Suite, WordPress, SharePoint, Clients & Profits, Workamajig, Advantage/Webvantage

Dear Appointments committee Chairman,

I am writing to express my interest in joining the Creative Portland Board of Directors. As a long-time resident and a professional deeply invested in the city's future, I believe in Creative Portland's mission to support the arts as a vital element of our economic and cultural health.

As the Chief Marketing Officer for Visit Portland, I spend every day focused on promoting the unique character of our city. I understand firsthand that Portland's world-class cultural scene—which Creative Portland champions—is not just an amenity, but our single greatest draw for both visitors and new residents.

I feel I would be an excellent fit for the Board because I offer direct experience in the following areas:

- **Strategic Marketing & Brand Development:** I can bring over two decades of high-level marketing expertise to the Board, helping to refine and amplify the Creative Portland brand to ensure maximum reach and impact.
- **Economic Advocacy:** My work at Visit Portland involves leveraging our creative assets to drive economic vitality. I can provide a crucial link between the arts community and the tourism/business sectors to secure new resources and partnerships.
- **Organizational Leadership:** Having led major branding and communication initiatives for various organizations, I am adept at strategic planning, budgetary oversight, and collaborating with diverse stakeholders.

I am eager to contribute my energy and professional expertise to help Creative Portland not only sustain, but significantly elevate, the arts and culture that define our beautiful city.

Thank you for considering my expression of interest. I look forward to the possibility of discussing this opportunity further.

Sincerely,



David Page

Chief Marketing Officer, Visit Portland

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

**ORDER APPOINTING TUCK O'BRIEN 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 Tuck O'Brien to the Board of Directors of the Portland Development Corporation, whose term shall expire on September 30, 2027.

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



To: Mayor and City Councilors
From: Ashley Rand, City Clerk
Date: December 22, 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 Thursday, December 18th to conduct interviews.

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

Name	Board and Committee	Expiration
<u>Name</u>	<u>Board or Committee</u>	<u>Expiration of Term</u>
Tuck O'Brien+*	Portland Development Corporation	09/30/2027

+Indicates New Board Member

*Indicates Filling Vacant Term

Stuart “Tuck” O’Brien

431 Woodford Street, Portland, ME 04103 · [REDACTED] · [REDACTED] · [linkedin.com/in/tuckobrien](https://www.linkedin.com/in/tuckobrien)

- Real estate and economic development executive with 20 years of experience delivering complex development projects, strengthening asset performance, and building durable public-private partnerships across Northern New England.
- Founder-level experience building organizations, governance, culture, operational systems, and strategic direction.
- Collaborative leadership style that builds high-functioning teams and aligns diverse interests toward execution.

PROFESSIONAL EXPERIENCE

Maine Redevelopment Land Bank Authority

Augusta, ME

Executive Director

2024- Present

- Established Maine Redevelopment from concept to fully operating entity—designing strategy, governance, financial architecture, and systems—while securing \$2.8M in first-year capital and building a high-performing team.
- Developed initial acquisition pipeline including distressed downtown assets, institutional buildings, mills, and former manufacturing properties.
- Negotiated with municipalities, lenders, and private developers to create pathways for acquisition, repositioning, and redevelopment.
- Developed operating frameworks including legislative agenda, financing mechanisms, brownfields programming, and tools to de-risk redevelopment.
- Positioned the Maine Redevelopment as a neutral, trusted partner for complex redevelopment challenges with communities across the state. Looked at projects within 48 communities over the eighteen months of existence.

Tilson Technology Management, Inc.

Portland, ME

Senior Counsel

2019- 2023

- Senior member of in-house legal team for extremely fast growing and innovative information technology consulting and construction company which grew from \$70-\$300M in revenue over my tenure.
- Developed and improve contractual templates and lead negotiations with engineering and construction vendors, municipalities, and private and public infrastructure partners, corporate real estate leasing.
- Serve on corporate leadership team for safety, loss prevention and risk mitigation efforts for organization.
- Build partnerships with cross-functional teams to build efficient processes to maintain compliance with agreements and commercial obligations, including building internal tools, policy creation and implementation.

City of Portland, Maine

Portland, ME

City Planning Director

2015-2019

- Led team of 12 planners and support staff with an annual budget of \$1.6 million, overseeing development review, long range planning, planning board, historic preservation and public art activities.
- Responsible for managing development review and zoning reform for Maine’s largest city over saw development of hundreds of market rate and affordable housing units.
- Architect of *Portland’s Plan 2030*, revisioning of City’s comprehensive plan for the first time in 20 years, led innovative public process resulting unanimous adoption by council and nomination for several awards.
- Designed Institutional Overlay Zone structure to facilitate Maine Medical Center’s \$500 million expansion while improving data collection, community engagement and fostering public-private partnerships.
- Expanded division’s role within city structure to serve as in-house regulatory and planning consultants for various city departments from siting public works facility to developing an impact fee policy.

Maine Public Utilities Commission**Hallowell, ME****Staff Attorney****2013-2015**

- Utility regulator focused on transactional and administrative law related to utility regulation and energy procurement.
- Responsible for project management for Commission planning activities such as the leading design and implementation of Maine's Value of Solar Study, the first such study in the northeast.
- Significant experience with adjudicatory cases involving complicated financial, legal and engineering issues.

Ocean Renewable Power Company, LLC**Portland, ME****Business Development and Legal Affairs Manager/Project Developer****2011-2013**

- Lead developer at energy start up responsible for over \$ 20 million of ORPC's development portfolio including securing public sector grant financing and private equity financing on both the project and organizational level.
- Later in-house counsel for organization with responsibilities including contracting process from negotiation and drafting to enforcement business activities in the northeast and Alaska.
- Managed a variety of complex permitting efforts related to the Maine Tidal Energy project's submerged land lease and DEP general permit approval process.

Nutter, McClennen & Fish, LLP**Boston & Hyannis, MA****Associate Attorney****2008- 2010**

- Represented clients on land use, zoning and permitting on the municipal level, state and federal levels.
- Additional work structuring large-scale commercial financing transactions including construction and permanent credit facilities from due diligence through closing representing both buyers and lenders.
- Served municipal clients on projects such as the development of an inter-modal transportation facility in a converted mill, brownfield redevelopment, infrastructure financing such as TIF and DIF districts.

ADDITIONAL EXPERIENCE & ACHIEVEMENTS

- Admitted to the Bar of Massachusetts (2008-2014) and Maine (2008-2022)
- Urban Land Institute, Real Finance and Investment Certificate, 2025
- Consensus Building Institute, Land Use Mediation Certification I & II
- *Executive Committee*, Mechanics Hall Charitable Organization, 2020- Present
- *President*, Sebago Chapter of Trout Unlimited, 2021-2025
- *Guest Lecturer*, Muskie Institute for Public Policy, University of Southern Maine
- *Chairman*, Portland Planning Board, Portland Maine, 2012- 2015
- *Vice President*, Portland Society for Architecture, 2011- 2015
- "Forty Under Forty" Awardee, Maine Today Media, 2012

EDUCATIONBoston College Law School, *Juris Doctor*

Newton, MA

Rappaport Honors Program Fellowship 2006;

I

May 2008

Legal Intern, Office of the Prosecutor, ICTY, The Hague, NL, Spring 2008Tufts University, *Professional Certificate*

Medford, MA

Department of Urban and Environmental Policy and Planning

May 2003

Coursework in urban design, accounting, transportation planning and economic development

Bates College, *Bachelor of Arts*, East Asian Studies, Chinese Focus

Lewiston, ME

Study Abroad: Longford, Ireland & Nanjing University, Nanjing, PRC, 1997

December 1998

Fwd: Application of the Portland Development Commission

1 message

Ashley Rand <arand@portlandmaine.gov>
To: Abbey Lombard <alombard@portlandmaine.gov>

Fri, Dec 12, 2025 at 4:53 PM

*Ashley Rand***City Clerk**

City of Portland

389 Congress Street

Portland, ME 04101

(P) 874-8614

(F) 874-8612



----- Forwarded message -----

From: **Tuck O'Brien** <tuckobrien@me.com>

Date: Fri, Dec 12, 2025, 4:35 PM

Subject: Application of the Portland Development Commission

To: <arand@portlandmaine.gov>

Cc: Ben Grant <bgrant@portlandmaine.gov>

Tuck O'Brien

431 Woodford St

Portland, ME 04103

City Council Nominating Committee
Portland Development Commission Application
City of Portland

Dear Mayor Dion and Committee Members,

I am writing to express my interest in serving on the Board of the Portland Development Commission. With over twenty years of experience in real estate, planning, redevelopment finance, and organizational leadership in both the private and public sector, I believe my skill set would be an asset to the PDC. As a long time Portland resident, I am strongly aligned with the PDC's mission to deploy business assistance tools that support our city's economic goals.

I am the founding Executive Director of the Maine Redevelopment Land Bank Authority, where I built a statewide redevelopment organization from the ground up—structuring governance and financial systems, and developing an acquisition and redevelopment pipeline involving 48 communities to date. This work has centered on evaluating distressed assets, negotiating with municipalities and lenders, and designing tools to reduce risk and unlock private investment.

Previously, as Portland's City Planning Director, I oversaw long-range planning, zoning reform, development review, and major institutional projects, including the framework for Maine Medical Center's expansion and the adoption of Portland's first comprehensive plan update in twenty years. These efforts required balancing economic objectives, regulatory requirements, and community interests—core skills for evaluating commercial loans and grants under the City's business assistance programs. During my time with the City we prided ourselves on finding creative solutions to support sustainable growth in our community with existing residents concerns over livability and development.

My combined public and private experience—including roles at Tilson, the Maine PUC, and Portland's Ocean Renewable Power Company—has given me a strong foundation in commercial transactions, infrastructure finance, regulatory compliance, and partnership development. I bring a collaborative leadership style, a disciplined approach to governance, and a commitment to responsible, transparent capital deployment.

I would welcome the opportunity to support a Commission that has provided over \$13 million in assistance to date and that plays such a vital role in the city's economic resilience. Thank you for considering my application.

Sincerely,

Tuck O'Brien



StuartOBrienResumePDCDec2025.pdf

151K

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 JOE MASSAUA A CLASS B DIRECTOR OF THE BOARD OF
THE PORTLAND FISH PIER AUTHORITY**

ORDERED, that Joe Massaua is hereby appointed as a Class B Director of the Portland Fish Pier Authority, whose term shall expire on October 31, 2028.

Joe Massaua

City of Portland | Generated 12/4/2025 @ 9:47 am by OnBoardGOV - Powered by ClerkBase

Status		Board	Vacancies	Status
Name	Joe Massaua	Portland Fish Pier Authority (Merged Fish Exchange)	3	Pending
Application Date	11/18/2025			
Expiration Date	11/18/2026			
Status	Received			

Basic Information

Name
Joe Massaua

Contact Information

Address
297 Beach Ave
Long Island, ME 04050

Email
[REDACTED]

Cell Phone
[REDACTED]

Additional Information

Notes

Generated 12/4/2025 @ 9:47 am

Joseph S. Massaua
297 Beach Avenue, Long Island, ME 04050

KEY EXPERIENCE

Field Organizing Fellow, *Jared Golden for Congress* Summer 2024 Lewiston, ME

- Knocked 500+ doors in Lewiston, Auburn, and Lisbon. Contacted voters in-person and by phone to build volunteer lists. Responsibilities included direct voter outreach through phone-banking, data management and processing. Planned events and launched canvasses.

Commissioner, *Advisory Neighborhood Commission 2E04* 2023-2025 Washington, DC

- Elected on DC's ballot in 2022 to serve 2100+ constituents on their most local issues: transportation, zoning, permitting, sanitation, liquor licenses, and public safety.
- Spurred efforts to save a bridge from demolition; advocated for \$250,000 in DC's budget for adaptive reuse. Served on the steering committee for Georgetown Community Partnership.

EDUCATION

Georgetown University *Walsh School of Foreign Service* 2025

- Bachelor of Science in Foreign Service: International Politics (Security Studies)
- Minor in Spanish

ADDITIONAL EXPERIENCE

Bartender, *Byers and Sons Bakehouse* Summer 2022-Present Long Island, ME

- Front of house leadership with managerial and inventory duties

Dishwasher and Fry Cook, *Luke's Lobster Portland Pier* Summer 2022 Portland, ME

Race Coach, *Bear Creek Mountain Resort* Winter 2017-2021 Macungie, PA

- Seasonal ski instructor during the winter weekends

Autobody Technician, *Edgmont Auto Body Shop* Summer 2020 Edgmont, PA

- Skilled worker in taking apart cars, sanding, painting, and maintenance

COMMUNITY LEADERSHIP

Chair, *City Life and Federal Relations, Georgetown Student Association* 2022-2024

- Liaised student government to neighborhood partners, organized rallies to save historic trestle

Co-Founder, *Philonomosian Debate Society* 2023-2025

- Revived business and public policy debate society after 90 years, promoting free speech
- Grew the organization to 115 members with weekly debates and larger showcases.

Eagle Scout and Troop Leader, *Paoli Troop 1 Boy Scout of America* 2019-Present

Volunteer Firefighter, *Long Island Fire and Rescue* 2022-Present

New Student Orientation Advisor, *Georgetown University* 2023-2024

Catholic Retreat Leader, *Georgetown University* 2021-2025

OTHER ACTIVITIES

Competitive Racer and Club Director, *Georgetown Ski Team*

Forensics Speech and Debate: Public Forum; qualified for quarterfinals at States

Student Newspaper: Staff writer, Politics/Policy; Covid-19 Correspondent

Cape and Sword Drama Society: Leading role in school production of *Newsies!*; light manager

SKILLS, HONORS & AWARDS

- Professional proficiency in Spanish,
- *Level I*, Professional Ski Instructors of America (PSIA)
- 2025 Washington Cup Medalist for Patriotic Speech, Philonomosian Society
- NGP VAN, Excel, Canvassing

To whom it may concern,

My name is Joe Massaua and I am 22 years old and hoping to serve on the Fish Pier Board. I live on Long Island in Casco Bay and I spent this past summer as a sternman and a bartender.

I graduated this year from Georgetown University and now work in fundraising for a governor campaign. I believe I would be a good fit for this board for 2 reasons:

- 1) I am young and passionate about preserving coastal heritage industries. My youth lends credence to my commitment to stewardship of commercial fisheries and fair management of supply-chains.
- 2) I served as an Advisory Neighborhood Commissioner in DC from January 2023-2025. I represented my 2100+ constituents at monthly meetings with topics pertaining to zoning, historic preservation, economic development, and public safety. In this role, I learned from my colleagues (most old enough to be my grandparents) the importance of dialogue and data-driven solutions.

I am excited to apply for this position and can be reached at [REDACTED] or

[REDACTED].

Thank you for your consideration.

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



To: Mayor and City Councilors
From: Ashley Rand, City Clerk
Date: December 22, 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 Thursday, December 18th to conduct interviews.

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

Name	Board and Committee	Expiration
<u>Name</u>	<u>Board or Committee</u>	<u>Expiration of Term</u>
Joe Massaua*+	Portland Fish Pier Authority (Class B Director)	10/31/2028

+Indicates New Board Member

*Indicates Filling Vacant Term

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 & 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>
Jonas Burke+	Rent Board (District 4)	3/31/2029
Anne-Laure Razat	Rent Board (At-Large)	3/31/2029
Joey Brunelle	Police Citizen Review Subcommittee	3/31/2029
Sam Tracy*+	Police Citizen Review Subcommittee	3/31/2027
Jodi Granger+*	Fair Hearing Officer	11/30/2027
Blake Shepherd*+	Fair Hearing Officer	11/30/2028
Adarth Dixon+*	Land Bank Commission (District 1)	6/30/2028
Eric Din+	Planning Board	2/28/2029
Beverly Uhlenhake+	Planning Board	2/28/2029

Graham Louis+	Zoning Board of Appeals	12/31/2028
Nathaniel Ferguson+	Zoning Board of Appeals	12/31/2028

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



To: Mayor and City Councilors
From: Ashley Rand, City Clerk
Date: December 22, 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 Thursday, December 18th to conduct interviews.

If passed, this order would appoint the following to various Boards and Committees:

Name	Board and Committee	Expiration
<u>Name</u>	<u>Board or Committee</u>	<u>Expiration of Term</u>
Jonas Burke+	Rent Board (District 4)	3/31/2029
Anne-Laure Razat	Rent Board (At-Large)	3/31/2029
Joey Brunelle	Police Citizen Review Subcommittee	3/31/2029
Sam Tracy*+	Police Citizen Review Subcommittee	3/31/2027
Jodi Granger+*	Fair Hearing Officer	11/30/2027
Blake Shepherd*+	Fair Hearing Officer	11/30/2028
Adarth Dixon+*	Land Bank Commission (District 1)	6/30/2028
Eric Din+	Planning Board	2/28/2029
Beverly Uhlenhake+	Planning Board	2/28/2029
Graham Louis+	Zoning Board of Appeals	12/31/2028
Nathaniel Ferguson+	Zoning Board of Appeals	12/31/2028

+Indicates New Board Member

*Indicates Filling Vacant Term

Anne-Laure Razat

City of Portland | Generated 12/11/2025 @ 9:54 am by OnBoardGOV - Powered by ClerkBase

Status		Board	Vacancies	Status
Name	Anne-Laure Razat	Rent Board	2	Pending
Application Date	12/11/2025			
Expiration Date	12/11/2026			
Status	Received			

Basic Information

Name
Anne-Laure Razat

Contact Information

Address
76 Washington Ave, Apt 4
Portland, ME 04101-2633

Email
[REDACTED]

Cell Phone
[REDACTED]

Additional Information

Notes

Generated 12/11/2025 @ 9:54 am

Anne-Laure Razat

██████████ | Portland, ME | ██████████ | [LinkedIn](#)

Education

Barnard College, Columbia University

May 2021

B.A. in Computer Science and American Studies (double-major)

University of Southern Maine

May 2027

M.A. in Policy, Planning, and Management (part-time)

- Conducts applied research and policy analysis on housing affordability, rental regulation, and municipal housing strategies
- Prepares written policy briefs, presentations, and recommendations for academic and stakeholder audiences
- Collaborates with peers on applied projects involving data analysis, community engagement, and policy design.

Volunteer Work

Board Member

Feb. 2024 - Present

City of Portland Rent Board, Portland, ME

- Advocates for citizen rights under the Rent Control Ordinance by ensuring fair and consistent interpretation of the City Code
- Reviews rent increase applications, tenant complaints, and landlord petitions to ensure compliance with the ordinance
- Collaborates with City staff to clarify regulatory processes
- Contributes to ongoing discussions about ordinance improvements, enforcement challenges, and community education needs

Treasurer

Sept. 2023 - Present

Old Hut Croo Association, Jackson, NH

- Manages financial operations for a non-profit alumni association focused on community and environmental advocacy

Work Experience

Senior User Researcher

April 2025 - Present

Microsoft, Remote

- Leads strategic, mixed method UX research across enterprise HR, IT governance, and AI-driven employee experiences, translating insights into roadmap-shaping recommendations
- Partners closely with designers, PMs, and engineering to inform end-to-end experiences, influence product direction, and drive measurable improvements in usability and clarity
- Conducts global, culturally inclusive research, ensuring solutions resonate across diverse groups
- Synthesizes complex systems research (i.e. governance, tenant management, software management) into actionable insights that accelerate decision-making and support organizational security, compliance, and automation goals

User Researcher

Dec. 2021 - Feb. 2025

Ernst & Young, Remote

- Led mixed-methods research for global corporations across industries, including technology, finance, and health
- Developed comprehensive research plans outlining objectives and key questions to orient research and streamline execution
- Conducted qualitative and quantitative research, including user interviews, surveys, workshops, concept testing and market research, identifying the most effective methodologies given project needs
- Collaborated seamlessly with stakeholders at all organizational levels, delivering clear and engaging presentations to audiences of 100+; effectively distills complex research findings and ideas, empowering stakeholders to take informed action

User Researcher

Jan. 2021 - May 2021

Big Local News, Stanford University

- Coordinated multiple organization-wide, cross-functional, meetings to define Big Local News' target audience, establish JTBD, and create a project timeline; scoped, planned, and executed an end-to-end research study based on discussions
- Facilitated user interviews and deployed surveys to gather user insights; analyzed and synthesized qualitative and quantitative findings, identifying user pain points and proposed UX solutions, aligning user needs with product direction
- Delivered compelling presentations of findings and recommendations to key stakeholders, effectively communicating data-driven insights that informed product redesigns, leading to a 50% increase in tool usage

Anne-Laure Razat

██████████ | Portland, ME | ██████████ | [LinkedIn](#)

City Hall
389 Congress St
Portland, ME 04101

December 11th, 2025

Dear Members of the Appointment Committee,

I am writing to express my interest in being reappointed to the City of Portland Rent Board for another term. Over the past two years, I have greatly valued the opportunity to support tenants and landlords, help interpret and apply the Rent Control Ordinance, and contribute to a fair and transparent rental housing system in Portland.

My time on the Board has deepened my understanding of the City Code, the challenges residents face in navigating rental regulations, and the importance of consistent, equitable decision-making. I would welcome the opportunity to continue this work, bring continuity to the Board's efforts, and support the City's commitment to maintaining stable and accessible housing.

Thank you for your consideration. I would be glad to continue serving the community in this role.

Sincerely,
Anne-Laure Razat

Ms. Ardath Dixon

City of Portland | Generated 12/15/2025 @ 9:26 am by OnBoardGOV - Powered by ClerkBase

Status		Board	Vacancies	Status
Name	Ms. Ardath Dixon	Land Bank Commission	2	Pending
Application Date	12/14/2025			
Expiration Date	12/14/2026			
Status	Received			

Basic Information

Name
Ms. Ardath Dixon

Contact Information

Address
21 Chestnut Street
#703
Portland, ME 04101

Email
[REDACTED]

Cell Phone
[REDACTED]

Additional Information

Notes

Generated 12/15/2025 @ 9:26 am

EMPLOYMENT

- Cape Elizabeth Land Trust (CELT) – Stewardship Manager** Oct 2021 – present | Cape Elizabeth, ME
- Managed over 900 acres of protected land in the Town of Cape Elizabeth, owned by CELT or under easement. Supervised two employees, the seasonal Summer Stewardship Assistant and the part-time Horticulture Steward.
 - Ensured that all 31 properties were monitored annually and communicated with landowners and neighbors.
 - Obtained Town and State Permits and enacted trail improvement projects. Removed invasive plants, hired contractors, enabled controlled burns, and led volunteers monthly for trail work and ecosystem health efforts.
 - Cleaned data and published an interactive web map for protected properties and public trails in Cape Elizabeth.
- Camp Merrowvista – Program Staff** Aug '10 – Jun '11, Jun '12, Aug '14, Sep – Oct '21 | Ctr Tuftonboro, NH
- Led 1- to 5-day outdoor education programs promoting environmental care, cooperation, and leadership growth.
- Duke University** Sep 2019 – May 2021 | Durham, NC
- Teaching Assistant spring '21 for graduate-level Forest Ecosystems. Gave lectures and offered weekly office hours.
 - Herbarium work fall '19 - spring '21 organizing lichen and bryophyte physical samples and geocoding with Specify.
- Conservation Trust for North Carolina – GIS Conservation Planner** May – Nov 2020 | Raleigh, NC
- Reconfigured the Blue Ridge Parkway Conservation Prioritization Model, cleaned data, and published web maps.
- Sonoma Canopy Tours – Shift Supervisor, Guide, Reservations, Ground Support** Apr 2018 – Aug 2019 | Occidental, CA
- Guided 2.5-hour zip-line tours with 7 platforms in the redwood forest canopy, educating guests on local ecology. Enacted emergency responses and managed up to 18 employees and 175 guests per day.
- The Bishop's Ranch – Camp Director** Feb 2015 – Aug 2017 | Healdsburg, CA
- Directed youth and intergenerational overnight programs, hosted retreats up to 140 people, managed 32 staff.
- Camp Merrowvista – Youth Development Professional** Summers 2007, 2010 – 2014 | Ctr Tuftonboro, NH
- Guided community development as pioneer leader, 4-trails leader, sailing specialist, and waterfront coordinator.
 - Enacted behavior and risk management strategies, maintained equipment, and supervised up to 50 employees.
- United Way of Greater New Haven – Boost! Service Corps Member** Aug 2011 – Jun 2013 | New Haven, CT
- Organized wraparound services in two K-8 public schools via Episcopal Service Corps and AmeriCorps Public Allies.

ACADEMIC EXPERIENCE

- Nicholas School of the Environment at Duke University** Aug 2019 – May 2021 | Durham, NC
- Master of Environmental Management focused in Ecosystem Science and Conservation with the GIS certificate.
 - Team Masters Project collaboration with Chesapeake Conservancy to map parcels' conservation criteria for habitat, projected development, access to open spaces, and benefits to underserved communities. Highlighted focus areas for conserving 30% of the Chesapeake Bay Watershed by 2030.
 - Nicholas School Student Council Event Coordinator, Student Association for Geospatial Analysis Board Member.
- Trinity College** Sep 2006 – May 2010 | Hartford, CT
- Bachelor of Science in Biology, Religion Minor, Faculty Honors spring 2010 and fall 2009.
- Centre for Rainforest Studies through the School for Field Studies** Sep – Dec 2008 | Yungaburra, QLD, Australia
- Semester of field research in the Wet Tropics World Heritage Site on local ecology, reforestation efforts, economic incentives, and ecosystem health. Self-directed research on seedling herbivory trends in reforestation corridors.

VOLUNTEER EXPERIENCE

- Ebenezer III – Deckhand** Sep 2015 – Oct 2024 | Pacific Ocean off CA and Mexico
- Served on multi-week sails with 2-4 others aboard a 36-foot Catalina with open water navigation at the helm.
- Saint Hilda's House of the Episcopal Service Corps – Program Assistant** Aug 2013 – Jun 2014 | New Haven, CT
- Facilitated group workshops and mentored 15 corps members, promoting social work emotional sustainability.
 - Volunteered regularly with the Amistad Catholic Worker House, New Haven Reads, and St. Paul and St. James.

SKILLS

Technical: ESRI ArcGIS Pro & Online, ArcGIS Python API, Spyder, Python, R Studio, GitHub, Specify, Microsoft Office, Remote Desktop.
Publications: Chapter in *Yearning: Authentic Transformation, Young Adults, and the Church*, compiled by Robert Hendrickson.
Achievements: College rowing: NCAA DIII '08 gold, HWR '08 gold, HOCR '09 gold, NCAA DIII '10 All-American; Guide for El Camino de Santiago; Self-supported cyclist across the US; Mt. Kilimanjaro summit; Marathon runner; Mt. Everest Base Camp.

21 Chestnut Street #703
Portland, ME 04101



December 14, 2025

Appointments Committee Chairman
c/o City Clerk
389 Congress Street
Portland, ME 04101

Dear Michael Goldman, Ethan Hipple, Doug Roncarati, and the City of Portland Land Bank Commission:

As a Portland resident and an environmental professional, I am seeking new ways to connect and contribute to the City of Portland operations and give back. My career path has included both social work and ecological conservation, and my current position weaves them together as the Stewardship Manager with the Cape Elizabeth Land Trust. I frequently attend the Cape Elizabeth Town Conservation Committee meetings, and I would like to apply these skills and experience to my own backyard by serving on the City of Portland Land Bank Commission in 2026.

Acquisition and conservation of open spaces relates directly to my position with the Cape Elizabeth Land Trust (CELT), which I have held for the last four years. As the Stewardship Manager, I lead conservation efforts for over 900 acres of protected land in Cape Elizabeth. Approximately half is owned by CELT and half is owned by other parties (e.g., the Town or private land) on which CELT holds an easement. This position has given me much experience with real estate law, and I work frequently with Deed Restrictions, Conservation Easements, Trail Easements, and Declarations of Covenants and Restrictions. Visually, I work with survey maps, wetland surveys, and ArcGIS mapping data (points, lines, and polygons, each with their respective record-keeping information). I assist with new land protection projects, writing Baseline Reports, creating Management Plans, and sharing information on what stewarding a particular area may entail.

Prior to coming to Portland, I spent two years in Durham, North Carolina at the Nicholas School of the Environment at Duke University. Both my Stanback summer fellowship and my final masters project focused on conservation prioritization modeling. For summer 2020, I worked with the Conservation Trust of North Carolina to rank parcels using six factors: parcel size, proximity to protected land, climate resilience, biodiversity, viewshed, and water quality. Similarly, my final masters project partnered with the Chesapeake Conservancy, and four of us collaborated to build a parcel classification model with six criteria: nutrient retention, biodiversity and habitat connectivity, human access to open space, flood risk mitigation, development vulnerability, and benefits to underserved communities.

I am interested to incorporate my experience with land protection and stewardship to the city that I call home with the City of Portland Land Bank Commission. Thank you for your time and consideration.

All the best,

A handwritten signature in black ink, appearing to read "Ardath C. Dixon".

Ardath C. Dixon

Beverly Uhlenhake

City of Portland | Generated 12/15/2025 @ 9:21 am by OnBoardGOV - Powered by ClerkBase

Status		Board (Rank)	Vacancies	Status
Name	Beverly Uhlenhake	Planning Board (0)	0	Pending
Application Date	12/12/2025	Portland Development Corporation (1)	2	Pending
Expiration Date	12/12/2026	Zoning Board of Appeals (2)	0	Pending
Status	Received	Rent Board (3)	2	Pending

Basic Information

Name
Beverly Uhlenhake

Contact Information

Address
225 Prospect Street
#2
Portland, ME 04103

Email
[REDACTED]

Phone
[REDACTED]

Cell Phone
[REDACTED]

Additional Information

Notes

Generated 12/15/2025 @ 9:21 am

BEVERLY B. UHLENHAKKE (she/her)

225 Prospect Street #2, Portland, Maine 04103

[REDACTED], [REDACTED]

December 12, 2025

Mayor Mark Dion and members of the Legislative/Nominating Committee
Portland City Hall
Via website

Dear Mayor Dion and Councilors Sykes and Grant:

Please accept the attached resume as my application for a position on the City of Portland's Planning Board. As a relatively new resident of Portland, I look forward to getting involved in and giving back to my new community.

As you can see from my resume, I have previous experience on the Planning Board in Brewer, including serving as the Board's vice chair. I'm a firm believer in the finite role of the Planning Board – to ensure that projects in front of us are in compliance with the ordinances defined by the City Council or judicial actions, not our personal beliefs about the type of project or the applicant. I also served on Brewer's Comprehensive Planning Committee in 2012-2014, which, as you well know, gives one a much deeper understanding of the issues in front of the Planning Board.

In addition to my volunteer work in this field, I worked in the commercial real estate industry for twenty years, primarily as a broker but also as a development consultant. A good commercial broker has a firm grasp of the concepts covered within the Planning Board and does significantly more work than simply selling the property or negotiating the terms of the contracts. I have also served on the Board of Directors of the Maine Real Estate Development Association and its Public Policy Committee, further exposing me to the issues faced by planning boards. Through that work, and my current work as a Government Affairs Consultant at Pierce Atwood representing MEREDA, I have advocated for responsible real estate development, which includes working with state and local governments to improve laws and ordinances around planning issues.

I would be happy to sit down with you to further discuss my potential involvement within the City of Portland, whether that be on Planning Board or other committees. Please don't hesitate to reach out with any questions or to set up a meeting. I look forward to hearing from you.

Best,



Bev Uhlenhake

BEVERLY B. UHLENHAKKE (she/her)

225 Prospect Street #2, Portland, Maine 04103

[REDACTED], [REDACTED]

December 12, 2025

Mayor Mark Dion and members of the Legislative/Nominating Committee
Portland City Hall
Via website

Dear Mayor Dion and Councilors Sykes and Grant:

Please accept the attached resume as my application for a position on the City of Portland's Planning Board. As a relatively new resident of Portland, I look forward to getting involved in and giving back to my new community.

As you can see from my resume, I have previous experience on the Planning Board in Brewer, including serving as the Board's vice chair. I'm a firm believer in the finite role of the Planning Board – to ensure that projects in front of us are in compliance with the ordinances defined by the City Council or judicial actions, not our personal beliefs about the type of project or the applicant. I also served on Brewer's Comprehensive Planning Committee in 2012-2014, which, as you well know, gives one a much deeper understanding of the issues in front of the Planning Board.

In addition to my volunteer work in this field, I worked in the commercial real estate industry for twenty years, primarily as a broker but also as a development consultant. A good commercial broker has a firm grasp of the concepts covered within the Planning Board and does significantly more work than simply selling the property or negotiating the terms of the contracts. I have also served on the Board of Directors of the Maine Real Estate Development Association and its Public Policy Committee, further exposing me to the issues faced by planning boards. Through that work, and my current work as a Government Affairs Consultant at Pierce Atwood representing MEREDA, I have advocated for responsible real estate development, which includes working with state and local governments to improve laws and ordinances around planning issues.

I would be happy to sit down with you to further discuss my potential involvement within the City of Portland, whether that be on Planning Board or other committees. Please don't hesitate to reach out with any questions or to set up a meeting. I look forward to hearing from you.

Best,



Bev Uhlenhake

Blake Shepherd

City of Portland | Generated 12/9/2025 @ 10:39 am by OnBoardGOV - Powered by ClerkBase

Status		Board	Vacancies	Status
Name	Blake Shepherd	Fair Hearing Officer	2	Pending
Application Date	12/7/2025			
Expiration Date	12/7/2026			
Status	Received			

Basic Information

Name
Blake Shepherd

Contact Information

Address
43 Obrion Street
Portland, ME 04101

Email
[REDACTED]

Cell Phone
[REDACTED]

Additional Information

Notes

Generated 12/9/2025 @ 10:39 am

BLAKE G SHEPHERD

Portland, Maine • [REDACTED] • [REDACTED]

EDUCATION

University of Maine School of Law Portland, Maine

J.D. Candidate, May 2028

Activities: Immigrant Justice Society, Secretary

Bates College Lewiston, Maine

B.A. Major in Hispanic Studies, Minor in Educational Studies, May 2023

- Senior Thesis: *Lessons for Maine's Spanish Classrooms: A Culturally Relevant Global Citizenship Approach*
- Varsity Lacrosse and Varsity Rugby
- Study abroad in Valencia, Spain 2021

EXPERIENCE

Camp Skylemar Naples, Maine

Assistant Director / Head Counselor / Kitchen Manager / Trips Director

Mar 2020- Present

- Direct 78 year-old family business, working in many capacities to ensure all 350+ community members thrive during 3 month program
- Coach and empower 120 college-aged counselors from 26 states and 8 countries
- Coordinate preparation of 960 meals per day, manage 14 kitchen staff members
- Guide overnight backpacking trips for fifty person groups throughout New England
- Lead year-long staff, camper/staff recruitment and fundraising efforts; coordinate postseason weddings, retreats and alumni engagement weekends
- Have worked in some capacity since childhood, but have held leadership roles since 2017 (Waterfront Director, Maintenance Director, Safety Director)

Maine Immigrants' Rights Coalition Portland, Maine

Special Projects Associate / Emergency Resettlement Program Lead

Aug 2023 - April 2024

- Spearheaded emergency assistance program for asylum seekers newly arrived to Maine
- Managed two shelters for asylum seekers, totalling 245 residents and 30 staff
- Implemented culturally-appropriate food-assistance program providing daily meals to 45 unhoused families placed in motels
- Advocated with local, state, and federal agencies for improvement of immigrants' rights in Maine

Bates College Lewiston, Maine

Postgraduate Instruction Assistant: Education Department

Dec 2022 - May 2023

- Upon early graduation, designed curriculum, built syllabus, and taught semester-long course: *Understanding Migration to Maine*
- Conducted department research about Maine's migrant community and collaborated with Maine's Latino community leaders

ADDITIONAL EXPERIENCE

Northeast Sports Network Sports Broadcaster

Apr 2023 - Present

Lake Region Caterers Bartender/Line Cook/Server

Aug 2022 - Present

Maine People's Alliance Student Action Fellow

Aug 2020 - Mar 2021

SKILLS & INTERESTS

Language: Spanish professional fluency • Interests: Maine politics, reading memoirs, 90s hip hop

Dear Fair Hearing Office Selection Committee,

I am writing to express my interest in serving as a Fair Hearing Officer for the City of Portland. Having previously worked within Portland's social service sector and now as a first-year student at the University of Maine School of Law, I would welcome the opportunity to support a process that ensures fairness within the General Assistance program.

After graduating from Bates College, I worked at the Maine Immigrant's Rights Coalition, primarily organizing logistics for two asylum seeker shelters. My time at MIRC gave me a strong understanding of Portland's social service sector and the general assistance program. I gained a sense of the challenges for individuals to access the GA program as well as challenges for the actual program to administer. This background would help me approach case review with empathy while maintaining objectivity.

As a student in law school, I am quickly honing skills in statutory interpretation and legal writing. These skills would translate well to the duties of a fair hearing officer as the role requires analyzing ordinances, applying governing standards, and clear communication of decisions. The requirement that Fair Hearing Officers issue prompt, well-reasoned written decisions aligns closely with my developing legal skill set and my commitment to assisting those who depend on the GA program.

I value this role because it sits at the intersection of public service and legal analysis, two areas that are deeply important to me. I would be honored to contribute to a fair and transparent hearing process for Portland residents.

Thank you for your consideration. I would welcome the chance to discuss my interest further.

Sincerely,
Blake Shepherd

ERIC DIN



WORK EXPERIENCE

Landform Build

Owner/Principal

July 2025 - Present

Portland, ME

Launching a solo design/build firm, offering architectural design, general contracting, and zoning consulting services for small residential development, with a geographical focus on Portland and abutting towns. See “Projects” below.

Yardsale

CEO

January 2025 - Present

Portland, ME

Co-founder of a mission-driven speculative infill development firm focused on high-performance, missing-middle-type housing affordable to 120% AMI buyers in select off-peninsula Portland neighborhoods. Seeking first building site.

Landform Law

COO

October 2024 - December 2025

Portland, ME

Managed operations, billing, and other administrative duties for a boutique land use law firm. Worked with clients on permitting and zoning matters in Portland, Falmouth, the Unorganized Territories, and other municipalities.

Tesla

Staff Electronics Design Engineer

September 2020 - September 2023

Palo Alto, CA & Portland, ME (Remote)

Managed 2 direct reports and led a broader team of over 15 engineers in the development and deployment of in-house battery test electronics that saved millions of dollars in capital equipment costs.

Hive Battery Labs

Founder, CEO

June 2016 - September 2020

Seattle, WA

Spun a company out of my graduate school research to develop battery test technologies—from power electronics to battery and data science algorithms—to lower the cost of Li-ion battery manufacturing. I was responsible for all business development, contract negotiation, fundraising, HR, operations, and circuit board design and testing. I raised \$1.1M in NSF SBIR grant funding and grew the team to five engineers/scientists before exiting successfully via acquisition.

EDUCATION

Dartmouth College

M.S., Power Electronics, 2016

B.A., Engineering, 2014

Hanover, NH

Research-based Masters focused on development of low-cost electronics to deploy laboratory-grade battery diagnostics in electric vehicles. During undergrad, I led a team to build an all-electric race car from scratch, with primary direct efforts in fundraising, electrical system design, and fabrication of suspension and drivetrain parts on a CNC mill.

PROJECTS

Oakdale ADU

via Landform Build

November 2025 - Present

Portland, ME

My first solo design-build project is a 1,000 SF, 3BR/1.5BA accessory dwelling unit. The design maximizes development potential under two key limiting dimensional standards — (1) 2/3 the principal floor area and (2) fitting two stories under the 18’ height limit for detached ADUs. Super-insulated panelized prefab construction on a frost-protected shallow foundation.

Edgeworth Ave

Personal Project

2022-2024

Portland, ME

Designed and drafted a 3,300 SF single-family home for my family. Led permitting and preconstruction project management. Home was featured on the cover of Fall 2025 Green & Healthy Maine Homes magazine.

INTERESTS

Wheels

Steel bikes — nothing beats a day out on Peaks with the kids on my cargo bike

More wheels

Vintage cars — a 1986 Toyota Custom Cab (a coach-built cult classic) is my summertime daily driver

Eric Din
95 Edgeworth Ave
Portland, ME 04103

December 12, 2025

Appointments Committee Chairperson
c/o City Clerk
City of Portland
389 Congress Street
Portland, ME 04101
arand@portlandmaine.gov

Dear Appointments Committee,

I am writing to express my interest in serving on the Portland Planning Board. I am a resident of the Deering Center neighborhood and a professional working at the intersection of land use, residential development, and zoning, and I would welcome the opportunity to contribute that experience in a public service capacity.

My education and professional background is rooted in engineering and entrepreneurship. I founded a technology company based on my graduate research, grew it through early-stage development and federal grant funding, and exited successfully before spending several years at Tesla as an electronics design engineer and technical team lead.

In 2022, a subsequent personal project—designing and permitting a home for my family in Portland—prompted a deliberate career shift. Through that process, I undertook a self-directed immersion in land use policy, zoning regulations, architectural design, and residential construction. This journey ultimately led to the founding of Landform Build, a design/build and zoning consulting practice focused on small-scale residential development. I also developed a practical understanding of the regulatory and procedural side of land use through my work at Landform Law, where I supported clients navigating municipal permitting processes, though I am not an attorney. In parallel, I am exploring a small, mission-oriented infill development concept under the name Yardsale, which remains at an early, formative stage.

If appointed, I would approach service on the Planning Board with care, preparation, and an awareness of the ethical obligations that accompany the role, including transparency and recusal where appropriate.

Thank you for considering my application. I would be glad to provide any additional information or to speak further about my interest in serving the community in this capacity.

Respectfully,

A handwritten signature in black ink, appearing to read "Eric Din", with a stylized flourish at the end.

Eric Din

Graham Louis

City of Portland | Generated 12/9/2025 @ 10:41 am by OnBoardGOV - Powered by ClerkBase

Status		Board	Vacancies	Status
Name	Graham Louis	Zoning Board of Appeals	0	Pending
Application Date	12/7/2025			
Expiration Date	12/7/2026			
Status	Received			

Basic Information

Name
Graham Louis

Contact Information

Address
20 Taylor Street
Apt 5
Portland, ME 04102

Email
[REDACTED]

Cell Phone
[REDACTED]

Additional Information

Notes

Generated 12/9/2025 @ 10:41 am

WORK EXPERIENCE

Preti, Flaherty, Belliveau & Pachios LLP. Portland, ME

Litigation and Municipal Associate

June 2025– Present

Represent municipalities, and private entities before municipalities, relating to a broad cross section of municipal matters including land use and zoning issues.

- Provided legal counsel to the Dixfield, South Portland, and Brunswick Board of Appeals when evaluating variance appeals, reviews of Planning Board decisions, and appeals of Notices of Violation.
- Represent private client before Boards of Appeal in Scarborough, Kennebunk, and Southport related to variance appeals and challenges to Notices of Violation.

Bernstein, Shur, Sawyer & Nelson P.A. Portland, ME

Litigation and Municipal Associate

July 2023 –May 2025

Represent municipalities and private entities in a variety of litigation matters including commercial disputes, land use enforcement actions, and appeals of governmental actions. Provide advice and guidance to municipalities on wide-ranging issues to avoid litigation, including ordinance interpretation and warrant drafting. Representative experiences include:

- Represented municipalities in 10+ land use enforcement actions in the Maine District Court. Successfully tried one enforcement case, settled two cases immediately before trial, and brokered consent judgments in the remaining cases.
- Drafted several 80B briefs during representation of various municipalities in the Maine Superior Court.
- Successfully defeated an Emergency Motion for Preliminary Injunction through oral argument to ensure Town election could proceed.
- Drafted various motions and pleadings related to my construction litigation practice including: complaints, motions for summary judgment, motion for forum non-conveniens, motions to dismiss, motions to compel, and motions for contempt.

Choate, Hall & Stewart LLP, Boston, MA

Litigation Associate

November 2021 – June 2023

Summer Associate

Summer 2020

Represented public and private companies, non-profits, and individuals in litigation matters, including litigation involving intellectual property disputes, commercial agreements, and anti-trust allegations as well as defending clients against government investigations. Litigations span federal and state practice. Representative experiences include:

- Defended client subject to federal anti-trust investigation and later civil suit as the sole junior associate on a small case team. Interacted frequently with the client to discuss and explain litigation strategy and coordinate practical aspects of discovery process. Participated in successful negotiations with government over scope of document production.
- Researched and analyzed key issues of law related to anti-trust disputes, contract law, and data privacy regulation.
- Conducted document reviews as part of several large case teams and distilled factual findings for other team members for use in deposition preparations and presentations to federal prosecutors
- Researched and drafted successful motion to dismiss in a fraud and breach of contract dispute in conjunction with supervising partner.
- Coordinated and drafted recommendation report for the Criminal Division of the Massachusetts Attorney General's Office as part of Attorney General Campbell's transition team.

Office of the Governor of Massachusetts, Office of the Legal Counsel, Boston, MA

Intern

Summer 2019

Drafted internal memos on legal issues needing an urgent response from the Governor. Helped create policies relating to the state government's position on matters ranging from open meeting laws to Registry of Motor Vehicle practices. Drafted amendments to pending legislation. Prepared Massachusetts' position in upcoming arbitration with another state.

Office of the New York Attorney General, New York, NY*Legal Support Analyst*

July 2016 – June 2018

Coordinated investigations dealing with abuses of power and public corruption with attorneys, auditors, investigators, and other state and city agencies. Drafted subpoenas, motions, and prosecution memos for attorneys and assisted with witness and target interviews. Reviewed and analyzed subpoenaed and seized documents including bank documents, business records, phone records, emails, interviews, and election records. Interviewed, trained, and managed law and undergraduate interns as well as fellow analysts.

Maine Street Solutions (wholly owned subsidiary of **Verrill Dana LLP**), Augusta, ME*Petitioner*

January 2014 – February 2014

Secured petitions promoting pending legislation in the Maine State Senate and tracked congressional candidates.

Local State Representative's Office, Boston, MA*Intern*

Summer 2013

Analyzed bills and composed summaries for State Representative to evaluate. Responded to constituent concerns.

EDUCATION**Boston University School of Law, Boston, MA***Juris Doctor, cum laude* (GPA: 3.81)

May 2021

Honors: G. Joseph Tauro Scholar; Stone Moot Court Best Oralist; Albers Moot Court Best Oralist; Executive Editor Boston University School of Law Journal of Science and Technology.

Colby College, Waterville, ME*Bachelor of Arts in Government and Global Studies* (GPA: 3.41)

May 2016

Activities: Men's Varsity Soccer Team

VOLUNTEER ACTIVITIES**Discovering Justice, Boston, MA**

Legal Mentor

March 2022 – June 2022

Taught 7th and 8th graders introduction to appellate law and coached them in a moot court.

ADMISSIONS

Admitted in Maine, Massachusetts, the Federal District Court of Massachusetts, and the Federal District Court of Maine.

INTERESTS

Hiking, sailing, canoeing, and cooking.

Todd Morse
Chairman
Portland Zoning Board of Appeals
389 Congress Street
Portland, ME 04101

Dear Chair Morse,

I am writing to express my interest in serving on the Portland Zoning Board of Appeals. As an attorney practicing municipal law, I am uniquely qualified for this position. Through my job, I have developed a deep understanding of the legal frameworks, procedural requirements, and policy considerations that shape the work that boards of appeals perform in Maine. I would welcome the opportunity to bring this experience to the City of Portland and to contribute to a fair, thoughtful, and well-reasoned appeals process.

As a municipal attorney, I regularly represent municipalities, applicants, and interested parties before boards of appeal across the state. These matters related to enforcement actions, administrative appeals, as well as variance appeals. My work requires not only a command of statutory and ordinance provisions, but also the ability to weigh competing interests, evaluate factual records, and apply standards objectively—skills that directly parallel the responsibilities of an appeals board member.

In addition to appearing before these bodies, I also serve as counsel to several boards of appeals throughout the state, including in Dixfield, Brunswick, and South Portland. In this role, I advise board members on procedural rules, standards of review, findings of fact, and local ordinances. Through this work, I have developed a strong appreciation for the importance of impartiality, transparency, and consistency in administrative decision-making. I understand the careful balance required: respecting municipal policy judgments while ensuring that applicants receive a fair hearing under the law.

My experience on both sides of the table—advocating before boards and advising them—has given me a grounded, practical perspective on how to conduct appeals efficiently, equitably, and in a manner that withstands judicial review. I believe this background positions me well to provide meaningful and balanced service to the Portland Board of Appeals.

I appreciate your consideration of my application and would be glad to provide any additional information you may need. It would be an honor to support the City of Portland in this capacity.

Sincerely,

Graham (Gray) Louis

Status

Name

Jodi Lynn Granger

Application Date

12/8/2025

Expiration Date

12/8/2026

Status

Received

Board	Vacancies	Status
Creative Portland Corporation	3	Pending

Basic Information

Name

Jodi Lynn Granger

Contact Information

Address

44 Winter Street
Unit 1
Portland, ME 04102

Email

Cell Phone

Additional Information

Notes

PROFESSIONAL SUMMARY

Regulatory Affairs, Program Management and Quality Assurance professional with more than 36 years of industry experience seeking my next opportunity to add value to an organization.

EMPLOYMENT HISTORY

JAN 2004 - PRESENT

Owner, Consultant, Regulatory Affairs and Quality Assurance, Regulatory Partners, Putnam Station, New York

- Medical device consultant for a wide range of clients (ex / Abbott, J&J, Welch Allyn, Baxter, Hillrom, Medtronic)
- Responsible for project management of EU MDR activities, acquisitions, recalls, and regulatory submissions globally. Completion of promotional review to ensure compliance.
- Develop and implement strategies to address and adapt to changing regulatory requirements and guidelines in the medical device industry.
- Identification and assessment of potential regulatory risks and opportunities for the clients
- Provide technical support and advice to clients on regulatory compliance and quality assurance matters in the medical device industry.
- Lead and manage regulatory audits for clients to ensure compliance with regulatory requirements

DEC 2020 - DEC 2024

Director, Regulatory Affairs, Anika Therapeutics, Inc, Bedford, MA (April 2024 - present)

Senior Manager, International Regulatory Affairs, Anika Therapeutics, Inc, Bedford, MA (Dec 2020- April 2024)

- Managed all international submissions for four business units including filings in USA, Canada, Asia Pacific, Latin America, Middle East and European regions.
- Project Manager for EU MDR program including Class III implantable devices. Project Manager for key RA corporate initiatives.
- Provided audit support for ISO13485 and MDSAP audits.
- Responsible for SOP development focused on streamlined processes that provided effective governance. Managed direct reports to ensure timely submissions creation and response to regulatory agencies.
- Conducted risk assessments to identify potential gaps in regulatory compliance and developing strategies to mitigate those risks.
- Collaborate with cross-functional teams to ensure regulatory compliance in product development and commercialization processes
- Provided guidance and training to cross-functional teams on international regulatory requirements and best practices. Manage and maintain relationships with regulatory agencies in all international markets to ensure compliance with regulatory requirements and facilitate timely approvals.
- Manage the preparation and submission of regulatory documents for international product registrations, including 510(k), PMA, IDE, MDD, and EU MDR submissions, ensuring compliance with all relevant regulations and guidelines.
- Develop and implement strategies to expedite international product registrations and approvals
- Evaluate the impact of new and existing regulations on Anika Therapeutics' international business operations and provide recommendations for compliance strategies
- Identify key areas for process improvement within the international regulatory affairs function and develop strategies to streamline operations and increase efficiency.

EMPLOYMENT HISTORY

APR 2016 – APR 2018

Manager III, Regulatory and Quality Affairs, IDEXX, Inc.

- Managed international submissions for animal IVD portfolio
- Collaborate with cross-functional teams to ensure regulatory compliance throughout the product development lifecycle. Ensure compliance with regulatory requirements for animal IVD products in international markets
- Develop and implement strategies to streamline international submissions for animal IVD portfolio
- Manage relationships with regulatory agencies in international markets to ensure timely approval of animal IVD products, including directly meeting with agencies including Japan and China
- Lead the development and implementation of a comprehensive global regulatory strategy for animal IVD products, considering the specific requirements of each international market.
- Monitor and analyze changes in global regulatory requirements for animal IVD products and communicate the impact to internal teams and stakeholders.

JUL 2011 – NOV 2015

Manager, Regulatory Affairs, Welch Allyn, Inc.

- Responsible for management of all RA corporate initiatives to facilitate process improvements to yield quicker approval times.
- Development of Global Regulatory Strategic Plan system for new product development to identify regulatory pathway and expected approvals to ensure product launch plans aligned.
- Developed ROI tool ensure assessment of cost to obtain and launch products in each country could be assessed and determined to have a positive business case.
- Managed projects for acquisitions including the transfer of legal manufacturer and global submissions resulting from the acquisition.
- Managed global RA staff to ensure timely filing of submissions and approvals.
- Developed internal tools to provide transparency to regulatory affairs submission status across the organization.
- Develop and implement regulatory training programs for employees to ensure compliance with all regulations and standards.

MAY 2010 – JUL 2011

Regulatory Affairs Consultant, Ajilon Consulting, Skaneateles, NY

- Regulatory Affairs Consultant for Welch Allyn, Skaneateles, NY focused on the integration of an acquisition
- Trimline business Identify and assess potential risks and liabilities associated with regulatory compliance and provide recommendations to mitigate them.
- Develop and implement strategies for regulatory compliance in the integration of an acquisition Trimline business
- Provide expertise and guidance on international regulatory requirements and standards to support the global expansion of the Trimline business

JUL 2009 – MAR 2010

Regulatory Affairs Consultant - Access Business Unit, AngioDynamics, Inc., Queensbury, NY

- Complete 510(k), EU and international submissions for assigned projects, including implantable devices.
- Collaborate with the product development team to ensure regulatory requirements are considered and incorporated into the design and development process of implantable medical devices.
- Collaborate with cross-functional teams to develop and implement regulatory strategies for market access and product commercialization.
- Serve as a liaison between the company and regulatory agencies to facilitate smooth communication and timely resolution of any regulatory issues or concerns.
- Develop and maintain relationships with regulatory authorities, such as the FDA and international regulatory agencies, to ensure a smooth and timely approval process for implantable medical devices.
- Conduct risk assessments and develop risk mitigation strategies for regulatory compliance, ensuring the safety and efficacy of the products.
- Ensure that all regulatory submissions and approvals are completed accurately and on time, in compliance with FDA regulations and international standards
- Provide guidance on regulatory labeling and promotional material requirements to ensure compliance with FDA regulations and international standards.

EMPLOYMENT HISTORY

MAY 2008 - JUL 2009

Quality/Regulatory Affairs Consultant, YoH Staffing, Niskayuna, NY

- Managed quality assurance review of imaging medical devices
- Responsible for development of process improvements to ensure compliance for Class III medical devices
- Developed and executed quality plan for manufacturing site transfer of product portfolio, including successful ISO audit of the new facility

MAR 2007 - MAY 2008

Sales & Marketing Account Executive, ReadyJet, Inc., Cleverdale, NY

FEB 2006 - FEB 2007

Manager of Sales, Marketing and Product Development, Champlain Stone, Ltd, Warrensburg, New York

NOV 1999 - DEC 2003

Regulatory Affairs Project Manager, Boston Scientific, Natick, MA

FEB 1999 - NOV 1999

Senior Regulatory Affairs Associate, Datascope Corp

NOV 1996 - FEB 1999

Senior Regulatory Affairs Associate, Cordis, a Johnson and Johnson Company, Warren, NJ

JUL 1995 - JUN 1997

Regulatory and Clinical Research Associate, CORDIS Endovascular Systems, Miami Lakes, FL

DEC 1991 - JUN 1995

Quality Assurance Supervisor, AngioDynamics, Queensbury, NY

APR 1991 - DEC 1991

Quality Assurance Technician, C.R. BARD, Glens Falls, NY

JUL 1988 - APR 1991

Quality Control Inspector, NAMIC, Glens Falls, NY

Jodi Lynn Granger

44 Winter Street, Unit 1

Portland, ME 04102

[REDACTED]

[REDACTED]

12/08/2025

Board Selection Committee

Creative Portland Corporation

Portland, Maine

Dear Members of the Board Selection Committee,

I am writing to express my interest in serving on the Board of the Creative Portland Corporation (CPC). As a regulatory, quality, and program-management professional with more than 36 years of experience leading complex initiatives, guiding strategic growth, and supporting organizations through periods of transformation, I am excited by CPC's mission to strengthen Portland's creative economy and to foster economic development that aligns with the City's cultural identity.

Having recently moved to Portland, I have seen firsthand how deeply the arts, culture, and creative industries influence the vitality of our community. I want to get involved. A thriving creative economy not only enriches the lives of residents but also drives business development, tourism, innovation, and quality job creation—exactly the focus of CPC's founding purpose. The opportunity to lend my expertise to an organization dedicated to these goals is both meaningful and energizing.

Throughout my career, I have served in senior leadership and advisory roles that required strategic planning, governance, financial and organizational oversight, cross-functional collaboration, and stakeholder engagement. As Director of Regulatory Affairs at multiple organizations, I have led global regulatory strategies, drove major corporate initiatives, and managed teams responsible for high-impact deliverables across multiple regions. I have worked with a diverse range of countries and appreciate the value diversity and cross cultural experience can bring to an organization or city.

Additionally, as owner of Regulatory Partners, I have supported worldwide clients—including Abbott, Johnson & Johnson, Medtronic, Hillrom, Baxter, and others—through complex programs, audits, and compliance initiatives. This consulting experience strengthened my ability to bring structure, insight, and strategic foresight to diverse organizations, particularly nonprofits and businesses undergoing change or expansion. My early work in sales, marketing, and product development further equips me with a multidimensional understanding of how to drive growth and economic opportunity.

Beyond my technical background, I bring a genuine commitment to community service and to advancing opportunities for creative professionals and small businesses. I am particularly drawn to CPC's focus on fostering the arts district, strengthening Portland's identity as a cultural hub, and supporting employment pathways in the creative sector. I would welcome the opportunity to contribute my experience in governance, strategic planning, operational oversight, and partnership building to support these efforts. I have served as President and Secretary of the Volunteer Fire Company and also served as a member of the Planning Board in the last town I resided, Putnam Station NY. In each of these roles I valued the opportunity to make an impact on our town and its residents.

I am confident that my professional experience, collaborative leadership style, and dedication to Portland's cultural and economic vitality would make me a strong contributor to the CPC Board. I would be grateful for the opportunity to discuss how I can support Creative Portland's ongoing mission and strategic initiatives.

Thank you for your consideration.

Sincerely,


Jodi Lynn Granger

Joey Brunelle

City of Portland | Generated 12/11/2025 @ 8:55 am by OnBoardGOV - Powered by ClerkBase

Status		Board	Vacancies	Status
Name	Joey Brunelle	Police Citizen Review Subcommittee	2	Pending
Application Date	12/10/2025			
Expiration Date	12/10/2026			
Status	Received			

Basic Information

Name
Joey Brunelle

Contact Information

Address
37 Pine St.
Portland, ME 04102

Email
[REDACTED]

Phone
[REDACTED]

Cell Phone
[REDACTED]

Additional Information

Notes

Generated 12/11/2025 @ 8:55 am

WORK

2008 - Present

Graphic Designer & Web Developer (*consulting & full-time*)

I've designed and developed branding, marketing materials, and websites for startups and small companies.

COMMUNITY

2025

Chair, Portland Police Citizen Review Subcommittee (PCRS)

2018

Board Member, Pride Portland

2017-18

Vice Chair, Platform Subcommittee, Democratic State Committee

2016-17

Appointed Member, India Street Clinic Transition Committee

2015-16

Secretary, Portland Democratic City Committee

SERVICE

2024 - Present

Volunteer, The Locker Project

2024 - Present

Member, Bayside Neighborhood Association

EDU

2007

Brown University

BA in Art History & Ancient Studies

PROVIDENCE, RHODE ISLAND

December 10, 2025

Councilors & Mayor,

I am writing to re-apply for my seat on the Police Citizen Review Subcommittee (PCRS).

A decade ago, the first ever meeting I ever attended at City Hall was a PCRS meeting. Since that time, I have followed its business and have been pleased at how it has grown to engage the community. It serves a vital role in providing civilian review of complaints made to the police department and the resulting internal investigations.

In my short tenure on the PCRS, I have helped repair the board's relationship with the Police Department by restarting in-person meetings and supporting new training initiatives for board members. I have also worked with other board members to clarify, standardize, and document our process, standards and procedures. Recently, the board elected me Chair. I am looking forward to continuing this important work.

Thank you for your consideration.

– *Joey Brunelle*

Jonas D. Burke

28 Norwood Street Apt 2, 04103, [REDACTED]

Professional Experience

Budget Document Technology, Territory Sales Manager

August 2024 - Present

- Manage territory sales for document management and printing solutions, focusing on both on-premise and off-premise accounts.
- Build and nurture relationships with new and existing clients to drive revenue growth and market penetration.
- Utilize CRM and sales management software to track sales progress, manage pipelines, and ensure data-driven decision-making.
- Develop sales strategies, identify target accounts, and collaborate with cross-functional teams to meet company objectives.
- Work closely with internal teams and clients to ensure optimal product delivery, customer satisfaction, and long-term partnerships.

Baxter Brewing, Territory Sales Manager **2024**

Spring 2020-July

- Developed and grew relationships with 100s of monthly sales calls to both on and off-premise accounts
- Built meaningful relationships with wholesaler partners currently and during covid
- Daily utilization of CRM and sales revenue software to generate data-driven target lists for both on-prem and off-prem.
- Built coverage plans using Google Maps each month to ensure efficient time spent in each market and to ensure sales growth in both top and prospecting accounts
- Collaborated with wholesaler partners during incentive programs. This included hitting target accounts, sending detailed reports, executing wholesaler socials, building displays, and creating and implementing features.
- Daily communication and management of inventory levels for both internal usage and through our partners.
- Forecasted for sales on limited/seasonal products/SKU mix this included.
- Member of white label program that instituted and evaluated marketing/sales opportunities and created ROI
- Worked directly with independent chain manager to build features and get placements for annual/seasonal resets.

Whole Foods, Seafood Sales Associate Buyer

Fall 2016- Spring 2020

- Developed and maintained valuable relationships with local and regional vendors for seafood procurement
- In-person customer service while demonstrating knowledge of Whole Foods farming and quality standards.
- Determined exact levels of inventory, categorized and maintained for optimal quality control.
- Maintained record of contract pricing and recorded rebate billings.
- Instituted, trained, and staffed cross-department programs
- Implemented a new order and reorganization system after the Amazon merger
- Developed cross-merchandising planograms for new products

Downeast Cider, Brand ambassador, East Boston, Massachusetts

2016- 2020

- representing the company with retail sampling, sales and merchandising at promotional events in Maine
- training brand ambassadors to educate consumers at beer fests and off-premise events

Thru-Hike of the Appalachian Trail, Achieved Northbound hike in 5 months

spring and summer 2016

- demonstrated the ability to maintain focus and determination, while overcoming the physical and mental obstacles of hiking the entire 2185 miles of the AT
- researched the route, gear, nutrition, terrain, resupply points, and weather and procured all needed supplies
- created a financial and operational plan to utilize speed, budgeting, and hiking efficiency
- communicated and coordinated re-supply with a logistical support team
- demonstrated problem-solving and cognitive flexibility

Boston Financial Data Services, Customer Service Representatives

2015-2016

- Resolved an average of 350 inquiries in any given week and consistently met performance benchmarks in all areas (speed, accuracy and volume).
- Assessed processing requests to determine the nature or type of action being requested and accurately process each requested financial and non-financial transaction. Transactions included, but are not limited to purchases, redemptions, maintenance, transfers, exchanges, and new account set-ups. Processed each transaction in compliance with quality standards, documented operational procedures, client specific service level requirements, industry, and/or legal regulations

Terra Optima Farmer's Market, Kitchen Manager and Head Chef, Rockland, Maine

2013-2015

- Hired, trained and managed a team of four kitchen staff for farm-to-table cafe.
- Created and managed an inventory system to monitor supplies and create stock levels
- Budgeted and purchased products for the daily menu

Education/Volunteer

Colorado College, Colorado Springs, BA May 2014, Political Science

University of Geneva, Switzerland, Awarded International Fellowship, graduate level seminar in global governance

Site Coordinator and Youth Coach CO, Served as project liaison, managed logistics, recruited, trained and managed staff

World Wide Opportunities on Organic Farms (WWOOF), Italy, Farm Volunteer

Center for Ecological Leadership and Learning, ME, Web Content Editor,

National Outdoor Leadership School, Wyoming,

Interests

Writing, rock-climbing, skiing, scuba-diving certified, hiking, organic gardening and international travel (including trips to Guatemala, Morocco, Thailand, Italy, Switzerland, Puerto Rico, Ecuador, Mexico, Honduras, and Cuba)

Nathaniel Ferguson

City of Portland | Generated 12/15/2025 @ 9:23 am by OnBoardGOV - Powered by ClerkBase

Status

Name

Nathaniel Ferguson

Application Date

12/14/2025

Expiration Date

12/14/2026

Status

Received

Board (Rank)	Vacancies	Status
Planning Board (0)	0	Pending
Zoning Board of Appeals (1)	0	Pending

Basic Information

Name

Nathaniel Ferguson

Contact Information

Address

44 Exeter St
Portland, ME 04102

Email

Cell Phone

Additional Information

Notes

Generated 12/15/2025 @ 9:23 am

NATHANIEL R. FERGUSON

44 Exeter Street • Portland, ME 04102 • [REDACTED] • [REDACTED]

EDUCATION

Colby College, Waterville, Maine

May 2021

Bachelor of Arts in Mathematics, Minor in Statistics.

Maine School of Science and Mathematics, Limestone, Maine

May 2017

EXPERIENCE

Onpoint Health Data, Portland, Maine

2021 - Present

Health Data Analyst I (2021-2022), Health Data Analyst II (2022-Present)

- Analyze large and complex administrative health care claims data, identifying payment and utilization trends for public reporting.
- Responsible for quarterly dataset production, requirements development, data intake and submitter communication, and client support.
- Create and maintain data enhancements to support a high level of data quality for analytic users.
- Develop briefs, documentation, and dashboards to answer specific questions from stakeholders.
- Understand trends and policy changes in health care payment.
- Answer questions and review approaches with teammates to support junior analysts.

Urbanist Coalition of Portland, Portland, Maine

2022 - Present

Secretary, Board Member

- Maintain organizational records: membership, meeting minutes, adopted resolutions.
- Organize and prepare public testimony before Portland City Council and Planning Board.
- Propose and review policy positions for adoption by membership.
- Assisted with registration as 501(c)(4) social welfare organization as founding board member.

Todd Morse for City Council, Portland, Maine

Summer/Fall 2024

Treasurer

- Filed timely and accurate campaign finance reports with City Clerk's office.
- Ensured compliance with Portland Clean Election Fund and state campaign finance rules.
- Maintained campaign finance records as required.

Colby College Mathematics Department, Waterville, Maine

2018 - 2021

Teaching Assistant (2018-2021), Abstract Algebra Tutor (2021)

- Provided teaching support for undergraduate classes in Multivariable Calculus, Linear Algebra, and Mathematical Reasoning.

PUBLICATIONS

"Generating sets for the Kauffman skein module of a family of Seifert fibered spaces", New York Journal of Mathematics, 2022.

SKILLS

Programming: SQL, SparkSQL, PySpark, R, Python, SAS, Javascript, SageMath.

Software and Tools: Tableau, Word, Excel, PowerPoint, tidyverse, LaTeX, Mathematica.

Parliamentary Procedure: Robert's Rules of Order Newly Revised.

12 December 2025
Nathaniel Ferguson

Dear Legislative and Nominating Committee,

I respectfully submit myself for consideration for a Planning Board or Zoning Board of Appeals position. I have a strong interest in Portland's land use and zoning, and if appointed I would work diligently to further the mission of the respective board. I believe my professional background, renter status, and housing advocacy experience would bring a unique perspective and allow me to effectively serve the people of Portland.

My educational background is in Mathematics and Statistics, and I work full time in downtown Portland as a data analyst for the nonprofit Onpoint Health Data. My work as an analyst means I am often teasing out answers to health policy questions using the data available to me—as well as understanding and explaining the limitations of the data to stakeholders. I am well equipped to analyze potential considerations and tradeoffs in a data-driven way, and am comfortable with the nuances of policy evaluation.

I am also a renter, which means I could provide some representation to the roughly [50% of renter households](#) in Portland, who typically have less time and resources to dedicate to public participation. While I hope to own a home in Portland someday, my current position as a renter leads me to be broadly interested in the success of Portland as a whole.

My work as a housing and land use advocate has equipped me with valuable skills for serving on either board concerned with the Land Use Code. I am the Secretary of the Urbanist Coalition of Portland, and I was heavily involved in our advocacy efforts around both LD2003 and ReCode. This involved reading proposed code language, developing alternative proposals, impact analysis, and clearly explaining policy and process to our membership. While the role of an advocate is different from a board member, there are many transferable skills—familiarity with the Land Use Code; knowledge of the duties of the Planning Board, Zoning Board of Appeals, and City Council; and relationships from working collaboratively with other interested parties.

Finally, I would like to note that I take the commitment required to effectively serve on a city board seriously. Preparation and diligence from members are essential for the Planning Board and Zoning Board of Appeals to serve their roles in the process. Fortunately, I read Portland's Land Use Code for fun and enjoy diving into the details on process and policy, so I am confident I can fulfil my duties if I am selected for appointment. Thank you for your consideration.

Sincerely,
Nathaniel Ferguson

Sam Tracy

City of Portland | Generated 12/12/2025 @ 10:59 am by OnBoardGOV - Powered by ClerkBase

Status		Board	Vacancies	Status
Name	Sam Tracy	Police Citizen Review Subcommittee	2	Pending
Application Date	12/12/2025			
Expiration Date	12/12/2026			
Status	Received			

Basic Information

Name
Sam Tracy

Contact Information

Address
148 Noyes Street
Portland, ME 04103

Email
[REDACTED]

Phone
[REDACTED]

Cell Phone
[REDACTED]

Additional Information

Notes

Generated 12/12/2025 @ 10:59 am

SAM TRACY

Portland, ME • [REDACTED] • [REDACTED] • [linkedin.com/in/samtracy/](https://www.linkedin.com/in/samtracy/)

SELECT WORK EXPERIENCE

CLYNK (acquired by TOMRA)

South Portland, ME

Director of Legislative Affairs & Business Development (F.T.)

Nov. 2024 — Present

- Advocate for better environmental sustainability policy in Maine and numerous other states
- Represent the company in state trade associations, advocacy coalitions, and other stakeholder groups
- Manage lobbyists in Maine, New York, Rhode Island, and Connecticut
- Navigate zoning regulations and building codes to obtain municipal permits to site CLYNK sustainability stations
- Participate in multi-stakeholder coalitions to find consensus and recommend policy improvements

Maine Cooperative Investment Club

Portland, ME

Founder & Chair (P.T.)

Mar. 2021 — Present

- Organize private investors to make loans and equity investments to worker cooperatives in Maine

Maine Democratic Party

Portland, ME

Deputy Director of Voter Protection (F.T.)

Sep. 2024 — Nov. 2024

- Served as #2 on Voter Protection & Access team, with a focus on mail-in absentee ballots and other early voting
- Recruited, trained, and managed 43 volunteer Hotline Operators to provide assistance to voters across Maine
- Led team that fielded over 1,000 calls from voters during the campaign, helping numerous people navigate the process to cast their ballots
- Served in Election Day Boiler Room to triage and solve urgent issues

VS Strategies (now Strategies 64)

Remote

Policy Consultant (F.T.)

May 2020 — Aug. 2023

- Researched and wrote memos, fact sheets, presentations, and other material for internal and external audiences
- Drafted written testimony, made oral comments at public hearings, and prepared clients to make comments
- Served as lobbyist for clients or worked with contract lobbyists, depending on the client and state
- Identified strategic opportunities for clients to impact public conversations and advance their goals
- Managed two staff members and multiple complex projects involving staff, clients, and allies

4Front Ventures

Boston, MA / Remote

Government Relations Director (F.T.)

Jun. 2017 — Mar. 2020

- Led public policy efforts for a publicly traded company operating in multiple states
- Obtained local support and approvals for cannabis businesses through community engagement
- Developed 4Front as a thought leader by speaking at conferences, writing articles, and more
- Managed a \$500,000 public affairs budget, including donations, trade associations, and contract lobbyists
- Represented 4Front as a member of industry trade associations in MA, PA, MD, IL, WA, AZ, and nationally

Business Development Associate (F.T.)

Jun. 2014 — Jun. 2017

- Helped 4Front enter new markets by identifying, screening, and closing deals with clients
- Oversaw and nurtured relationships with key business partners including clients, vendors, and allies
- Represented clients before government bodies, including presentations for city and town council meetings

SELECT VOLUNTEER EXPERIENCE

Maine Democratic State Committee

Portland, ME

Elected Member

Jan. 2025 — Present

- Guide the Party's direction by developing the platform, endorsing ballot measures, and overseeing staff
- Support state electoral campaigns up and down the ballot, then work with elected officials to advance goals

Bicycle Coalition of Maine

Portland, ME

Volunteer

Feb. 2024 — Present

- Advocate for active transportation policy at the local and state level

Natural Resources Council of Maine

Augusta, ME

Climate Action Volunteer

Feb. 2024 — Present

- Support environmentalist policy in Maine by writing public comments, joining press conferences, and other work
- Work on issues such as electric vehicle infrastructure, offshore wind, and extended producer responsibility (EPR)

League of Women Voters of Maine

Portland, ME

Volunteer

Nov. 2023 — Present

- Worked on successful campaign to join the National Popular Vote Compact, including committee testimony

Urbanist Coalition of Portland

Portland, ME

Member

Dec. 2023 — Present

- Work to make Portland more livable and affordable through pro-housing policy and zoning reform

Legislative Task Force on Cannabis Hospitality

Augusta, ME

Appointed Member - Expert on Cannabis Policy

Jun. 2024 — Jan. 2025

- Served as an independent subject matter expert on a task force created by the Maine legislature
- Evaluated other states' cannabis hospitality regulations in order to craft the best possible program for Maine
- Contributed to final report addressing statutory changes, recommending business models, and other matters

Portland, ME Democratic City Committee

Portland, ME

Chair

May 2018 — Jul. 2019

- Engaged community members to participate in local and state government
- Trained and organized volunteers to drive voter turnout in Maine's largest city during the 2018 election

Boy Scouts of America

South Windsor, CT

Eagle Scout

Awarded Jun. 2009

EDUCATION & SKILLS

University of Connecticut

Storrs, CT

B.A. in Political Science with Honors, minors in Public Policy and Sociology

Graduated May 2013

- Cumulative GPA: 3.8/4.0, Political Science GPA: 3.9/4.0
- Completed 12 credits of graduate studies with Master's in Public Administration Fast-Track Program

Software expertise: Google Suite, Slack, Asana, Microsoft Suite, Quorum, VisualPing, WordPress, Squarespace, Hootsuite, Mobilize, Telzio, LBJ, VoteBuilder, OpenVPB, ChatGPT

Skills: Coalition building, public speaking, project management, conflict resolution

Hello,

My name is Sam Tracy and I'm writing to apply for one of the open seats on the Police Citizen Review Subcommittee. As a community-focused Portland resident with professional experience in local government processes, I would be honored to serve my city as a member of this subcommittee.

I moved to Portland with my wife in 2018 to start our family, and I've been active in a wide variety of community organizations during that time. I'm passionate about making our city an even better place to live, which led me to get involved with community organizations like the Friends of Woodfords Corner and the Bicycle Coalition of Maine. I've also worked in local and state politics, having served a term as chair of the Portland Democrats and now as a member of the Democratic State Committee.

My volunteer work has also included serving on official government bodies, such as being appointed to the Legislative Task Force on Cannabis Hospitality last year. As a member of the task force, I worked with other members from a wide variety of perspectives — such as local governments, police, businesses, and patient advocates — to find common ground and make recommendations to the legislature on how to regulate this area responsibly.

My career is in government affairs, and currently I work at CLYNK, where I advocate for better recycling policy in Maine and other states. I'm also tasked with obtaining municipal permits to place our sustainability stations at new grocery stores, which requires me to interface with local building, zoning, and planning officials in dozens of towns and cities across the Northeast. This has given me a strong understanding and appreciation for local processes and the work that goes into these important oversight functions.

In all of my work, I pride myself in being thorough, community-focused, and being able to find common ground with people from all walks of life. I'd bring this attitude to the subcommittee to ensure that its reviews and reports are completed efficiently, and that all perspectives are heard so that the community has faith in the process.

Thank you for considering my application. I'd be honored to apply my professional expertise and passion for public service to the Police Citizen Review Subcommittee.

Sincerely,
Sam Tracy

MEMORANDUM
City Council Agenda Item

FROM:

DATE: December 3, 2025

SUBJECT: Order 112-25/26 Granting Municipal Officers' Approval of Playmakers Pizza LLC, dba Playmakers Pizza and Pub. Application for Class 1 FSE at 512 Warren Ave - 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 12/3/25. Location was previously Turf's Pub.

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. 2026.01.05_Playmakers_Council Order
2. 2026.01.05_Playmakers_Council Packet

Prepared by:

Date: 12/03/2025

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

ORDER
GRANTING MUNICIPAL OFFICERS'
APPROVAL OF:

**Playmakers Pizza LLC, dba Playmakers Pizza and Pub. Application for Class 1 FSE at
512 Warren Avenue**

Dear Mayor Dion and Councilors,

Michael Barton, Matthew Reid and I are seeking a liquor license for Playmakers Pizza & Pub at 512 Warren Avenue in the space previously occupied by Turf's Sports Pub.

With the recent renovations to the adjacent Portland Sports Complex, we are excited to open a family-friendly pizza restaurant and sports bar that will cater to the many sports clubs, programs and tournaments on site while being a community sports hub for those in Greater Portland.

Michael and I are owners of Legends Rest Taproom and Paper City BBQ in Westbrook, while Matthew owns New England EcoAdventures, a boat tour company based out of Portland and Kennebunk. Our shared involvement and passion for youth sports brought us together on this project and we are looking forward to creating a unique place to serve our local leagues, teams and families.

Thank you very much for your consideration of our application.

Sincerely,
Thomas Minervino

After an application has been approved by City Council:

- 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 fee 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 I (Class A Restaurant) \$1,873.00

Maine B.E.L.L.S. File/Tracking Number 116427

Date of Submission of Maine B.E.L.L.S. application: 11/25/2025

Name of Establishment (Doing Business As) Playmakers Pizza & Pub

Physical Location of Establishment (Street Address) 512 Warren Ave
(Formerly Turf's)

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

Name of Corporation, LLC, or Non-Profit Organization Playmakers Pizza, LLC

Business Mailing Address 60 Starbird Rd

City Portland

State ME

ZIP 04102

Business Phone 2078313634

Establishment Email playmakerspizza@gmail.com

Contact Person Name Thomas Minervino

Contact Person Phone 2078313634

Contact Person Email playmakerspizza@gmail.com

What is your targeted opening date? 02/02/2026

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. §661. Click green plus button to add persons.

Owners, Partners, and Officers

i. Name

Thomas Minervino

Street Address of Primary Residence

60 Starbird Rd

City

Portland

State

ME

ZIP

04102

Birth Date

01/18/1982

ii. Name

Michael Barton

Street Address of Primary Residence

78 Lincoln St

City

Portland

State

ME

ZIP

04103

Birth Date

04/30/1981

iii. Name

Matthew Reid

Street Address of Primary Residence

4 Deer Run Circle

City

Arundel

State

ME

ZIP

04046

Birth Date

04/27/1979

Corporation/LLC Name Playmakers Pizza, LLC

Corporate Mailing Address 78 Lincoln St

City Portland

State ME

ZIP 04103

Primary Contact Person Thomas Minervino

Contact Phone 2078313634

Is any principal officer under the age of 21? NO

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
Thomas Minervino

Date of Birth
01/18/1982

Phone
2078313634

Owner of Premises (Landlord) Name J&B Hospitality Group, LLC

Address of Premises Owner (Landlord) 550 Warren Ave

City Portland

State	ME
ZIP	04103
Owner of Premises (Landlord) Phone	2072050705
Owner of Premises (Landlord) Email	jgrattelo@gmail.com
Type of Food Served:	Pizza, wings, burgers, sandwiches
Please select all that will be served:	• Beer • Wine • Liquor
Days and Hours of Operation:	Noon - 11 p.m. daily
Is the establishment less than 300 feet from a school, dormitory, church or parish house, or similar establishment?	NO
Will you have entertainment on the premises? (If yes, a Supplemental Application for Entertainment is required.)	NO
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)?	YES
If YES, how many pool tables?	1
If YES, how many amusement devices (pinball, video games, juke box)?	6
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?	YES
If Yes, please list business name(s) and location(s):	Rathskeller On Wharf, Tomaso's Canteen

- 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

 Playmakers Council Letter.pdf

Floorplan/Layout of the premises

 Floor Plan.pdf

Menu

 Playmakers Draft Menu.pdf

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

 Turf's Lease - Executed (1).pdf

 Turf's F&B Agreement - Executed.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

Thomas S Minervino

Title of Signatory

Member

Date

11/25/2025

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!

RDS ARCHITECTS
 550 WARREN AVENUE
 PORTLAND, MAINE 04102
 1-800-477-7177 2-781-741-7414

PORTLAND SPORTS CENTER
 AFTER-THE-FACT PERMIT
 550 WARREN AVENUE
 PORTLAND, MAINE

RDS ARCHITECTS



NO.	DATE	DESCRIPTION
1	09/06/2023	ISSUED FOR PERMIT
2	09/06/2023	ISSUED FOR PERMIT
3	09/06/2023	ISSUED FOR PERMIT
4	09/06/2023	ISSUED FOR PERMIT
5	09/06/2023	ISSUED FOR PERMIT

FLOOR PLANS
 A1.1

NO.	DATE	DESCRIPTION
1	09/06/2023	ISSUED FOR PERMIT
2	09/06/2023	ISSUED FOR PERMIT
3	09/06/2023	ISSUED FOR PERMIT
4	09/06/2023	ISSUED FOR PERMIT
5	09/06/2023	ISSUED FOR PERMIT

NO.	DATE	DESCRIPTION
1	09/06/2023	ISSUED FOR PERMIT
2	09/06/2023	ISSUED FOR PERMIT
3	09/06/2023	ISSUED FOR PERMIT
4	09/06/2023	ISSUED FOR PERMIT
5	09/06/2023	ISSUED FOR PERMIT

NO.	DATE	DESCRIPTION
1	09/06/2023	ISSUED FOR PERMIT
2	09/06/2023	ISSUED FOR PERMIT
3	09/06/2023	ISSUED FOR PERMIT
4	09/06/2023	ISSUED FOR PERMIT
5	09/06/2023	ISSUED FOR PERMIT

NO.	DATE	DESCRIPTION
1	09/06/2023	ISSUED FOR PERMIT
2	09/06/2023	ISSUED FOR PERMIT
3	09/06/2023	ISSUED FOR PERMIT
4	09/06/2023	ISSUED FOR PERMIT
5	09/06/2023	ISSUED FOR PERMIT

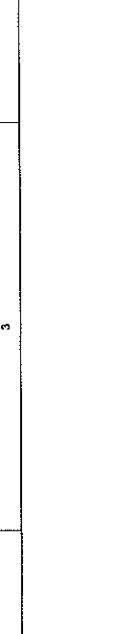
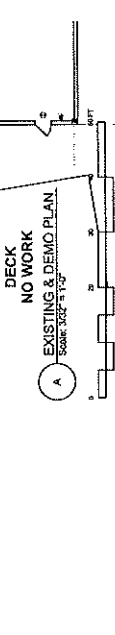
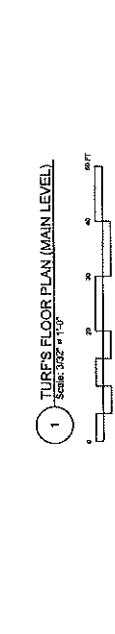
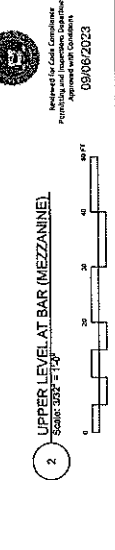
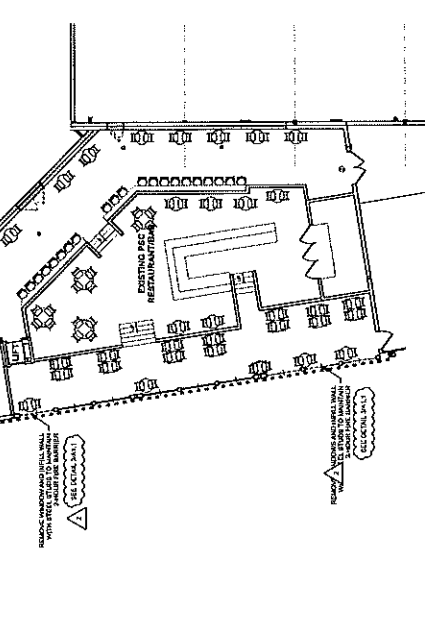
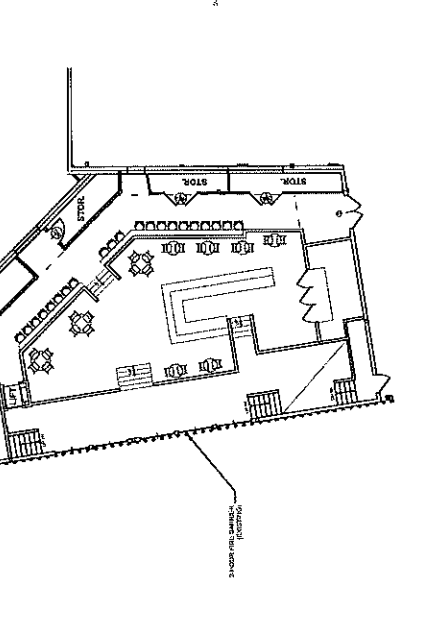
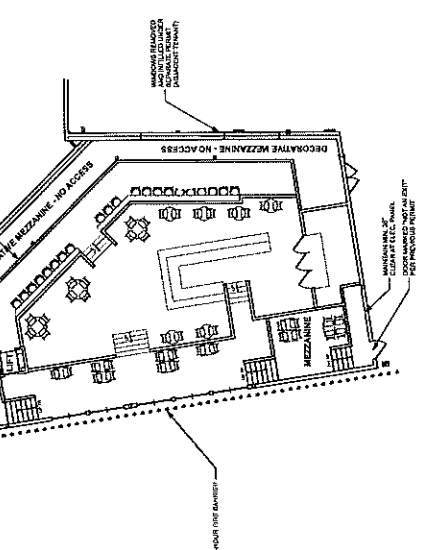
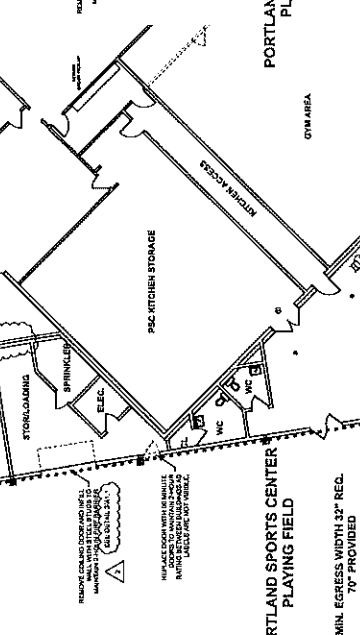
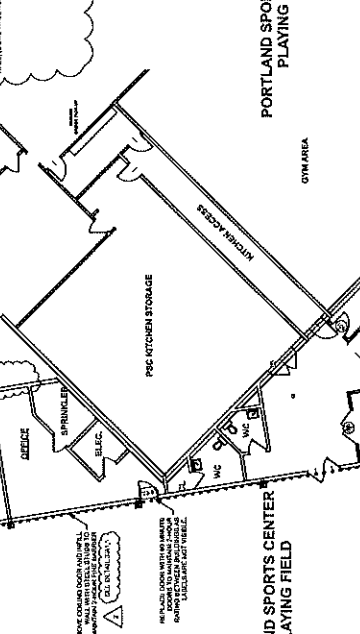
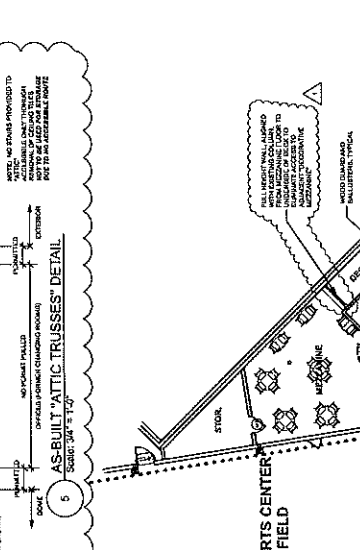
NO.	DATE	DESCRIPTION
1	09/06/2023	ISSUED FOR PERMIT
2	09/06/2023	ISSUED FOR PERMIT
3	09/06/2023	ISSUED FOR PERMIT
4	09/06/2023	ISSUED FOR PERMIT
5	09/06/2023	ISSUED FOR PERMIT

NO.	DATE	DESCRIPTION
1	09/06/2023	ISSUED FOR PERMIT
2	09/06/2023	ISSUED FOR PERMIT
3	09/06/2023	ISSUED FOR PERMIT
4	09/06/2023	ISSUED FOR PERMIT
5	09/06/2023	ISSUED FOR PERMIT

NO.	DATE	DESCRIPTION
1	09/06/2023	ISSUED FOR PERMIT
2	09/06/2023	ISSUED FOR PERMIT
3	09/06/2023	ISSUED FOR PERMIT
4	09/06/2023	ISSUED FOR PERMIT
5	09/06/2023	ISSUED FOR PERMIT

NO.	DATE	DESCRIPTION
1	09/06/2023	ISSUED FOR PERMIT
2	09/06/2023	ISSUED FOR PERMIT
3	09/06/2023	ISSUED FOR PERMIT
4	09/06/2023	ISSUED FOR PERMIT
5	09/06/2023	ISSUED FOR PERMIT

NO.	DATE	DESCRIPTION
1	09/06/2023	ISSUED FOR PERMIT
2	09/06/2023	ISSUED FOR PERMIT
3	09/06/2023	ISSUED FOR PERMIT
4	09/06/2023	ISSUED FOR PERMIT
5	09/06/2023	ISSUED FOR PERMIT



Playmakers Pizza & Pub

Pizzas:

10" bar pies

16" NY Style

Slices

Toppings:

Meats: pepperoni, Italian sausage, bacon, ham, chicken

Veggies: green peppers, onions, mushrooms, Greek olives, pineapple, jalapenos

Rotating specialty pies

Chicken wings (bone-in and boneless) – Buffalo, BBQ, Thai Chili

Flat top Burgers (American cheese, potato bun): Single, Double, Triple, Quad

Fried or Grilled Chicken Sandwich

All beef hot dogs

Nachos

Salads

Garden, Cobb, chicken caesar

Snacks

Fried pickles

Mozz sticks

Breadsticks

Fries/Cheese Fries/Loaded fries

Pretzel bites

Dessert

Jumbo chocolate chip cookies, ice cream sandwiches, cookie sundae, milkshakes



Zachary Lenhart <zlenhart@portlandmaine.gov>

Playmakers Pizza_Class I FSE_512 Warren Ave

Zoning <zoning@portlandmaine.gov>

Wed, Dec 3, 2025 at 3:44 PM

To: Zoning <zoning@portlandmaine.gov>

Cc: Zachary Lenhart <zlenhart@portlandmaine.gov>, Zachary Finley <zackf@portlandmaine.gov>, Fire Prevention <fireprevention@portlandmaine.gov>, Katlyn Sawyer <ksawyer@portlandmaine.gov>, Matthew Caton <mcaton@portlandmaine.gov>, Eric Cobb <ecobb@portlandmaine.gov>, "Lynch, Kim" <kim.lynch@maine.gov>, Benjamin Pearson <bnp@portlandmaine.gov>, Elisa Marr <emarr@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,

I can verify Shelly's information. CBL 271 A002002 is for the Entertainment/Recreational Center and Restaurant (formerly Turf's) side of the building. Zoning approves.

Thank you,

Mac

--

Mac Coldwell

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

[Quoted text hidden]

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



December 22, 2025

Playmakers Pizza LLC
78 Lincoln Street
Portland, ME 04103

Re: Approval of Playmakers Pizza LLC, dba Playmakers Pizza and Pub. Application for Class 1 FSE at 512 Warren Ave

Dear Playmakers Pizza LLC:

This letter shall serve as a reminder of the public hearing before the Portland City Council on Monday January 5, 2026 at 5:00 p.m., for the review of application for Class 1 FSE at 512 Warren Ave. The meeting will take place in person at Portland City Hall, in City Council Chambers on the 2nd Floor of 389 Congress Street.

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

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

Sincerely,

Zachary J. Lenhert
Licensing and Housing Safety Manager

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on January 5, 2026 at 5:00 P.M., in City Council Chambers, 389 Congress St. for approval of Playmakers Pizza LLC, dba Playmakers Pizza and Pub.
Application for Class 1 FSE at 512 Warren Ave - Sponsored by Danielle P. West, City Manager



Application Copy

File Number: 116427

Job Type: Amendment Application

AMENDMENT TYPE

Transfer of Ownership

APPLICATION DATE RECEIVED

2025-11-25

NEW SECONDARY LICENSE(S)

None selected

LICENSEE LEGAL NAME

Playmakers pizza LLC

LICENSEE TYPE

Limited Liability Company

DOING BUSINESS AS

Playmakers Pizza & Pub

CORPORATE NUMBER

202601016dc

INCORPORATION DATE

2025-08-08

CORRESPONDENCE ADDRESS

60 starbird rd portland ME 04102

MAILING ADDRESS

PHYSICAL ADDRESS

CONTACT NAME

Tom Minervino

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(207) 831-3634

ALTERNATE PHONE

FAX

EMAIL

tom.minervino@gmail.com

CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
Michael C. Barton	Member	Playmakers Pizza LLC	33
Thomas S Minervino	member	Playmakers Pizza LLC	33
Matthew Reid	member	Playmakers Pizza LLC	33

ADDITIONAL INFORMATION

PREMISES TYPE

Class A Restaurant

PREMISES NAME

Playmakers Pizza & Pub

OPERATOR

Thomas Minervino

PHYSICAL ADDRESS

512 warren ave portland ME 04103

MAILING ADDRESS

512 warren ave portland ME 04103

CONTACT NAME

Thomas Minervino

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(207) 831-3634

ALTERNATE PHONE

FAX

EMAIL

tom.minervino@gmail.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

202601016dc

2. What is your expected start date?

1/5/2026

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

Yes

Three Ball LLC 855 main st Westbrook carl-18-102753

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

Yes

Three Ball LLC 855 main st Westbrook carl-18-102753

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

Yes

6. Is the applicant/licensee an individual, partnership, or association?
(Not a corporation or LLC)

No

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

No

8. Do you have a license from the Office of the State Fire Marshal?
Contact (207) 626-3870 to determine whether licensure is necessary.

No

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

No

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

No

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

No

12 What is the full name and date of birth of the person managing this premises?

Thomas S. Minervino 01/18/1982

13 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

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

No

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

No

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

No

17 Does the licensee/applicant have any arrangement such as a lease where rent is based on sales, an agreement where another party receives a portion of the revenue or profits from the business, or a right to acquire an ownership interest in the business?

No

18 At which address are your business records located?

512 warren ave Portland maine 04103

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

Noon to 11pm daily

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

Talbot school 1600 forest ave Portland 1.9 miles

Light of people church 400 riverside portland 1mile

21 Do you have a food menu?

Yes

(document uploaded)

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Food Menu	Untitled_20251124_105801.pdf	
Supplemental Ownership Form	102 Supplemental Ownership Form and Affidavit-2.pdf	

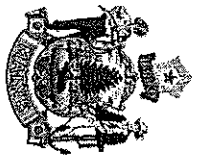
APPLICANT

James Grattelo

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: Playmakers Pizza LLC	2. Date of incorporation/registration: 08/08/2025	3. State of incorporation: Maine
---	--	-------------------------------------

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

Name	Date of Birth	Phone or E-mail	Address	Title	Ownership Stake (%)
Thomas Minervino	01/18/1982	2078313634	60 Starbird Rd, Portland, ME 04102	Member	33.3
Michael Barton	04/30/1981	20793395432	78 Lincoln St, Portland, ME 04103	Member	33.4
Matthew Reid	04/27/1979	2075902390	4 Deer Run Circle, Arundel, ME 04046	Member	33.3

MEMORANDUM
City Council Agenda Item

FROM: Troy Moon, Sustainability Director
DATE: December 16, 2025
SUBJECT: Order 241-24/25 Amendment to Portland City Code Chapter 30 RE: Golf Carts - Sponsored by the Sustainability & Transportation Committee, Regina Phillips, Chair
SPONSOR: The Sustainability and Transportation Committee, Regina Phillips, Chair.
(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 6/23/2025

Final Action 7/14/2025

Can action be taken at a later date: Yes

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

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

I. SUMMARY

The amendment changes how the City regulates golf carts by removing the cap on the number of golf cart operators and establishing a wait list for rental golf cart licenses.

II. AGENDA DESCRIPTION

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

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

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

This item must be read on two separate days. It received its first reading on June 23, 2025 and its second reading on July 14, 2025, at which point it was postponed to December 15, 2025. On December 15, 2025, it was postponed to January 5, 2026. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

This amendment will provide clarity to the regulatory process, allowing for more confident and legally sound administration by staff.

V. FINANCIAL IMPACT

No fiscal impact.

VI. STAFF ANALYSIS AND BACKGROUND

VII. RECOMMENDATION

Staff recommends adoption of the amendment

VIII. LIST ATTACHMENTS

1. Amendment - Ch30 re Golf Carts
2. Michniewicz Amendment 1 to Order 241 (golf carts)

Prepared by:

Troy Moon, Sustainability Director

Date: 12/16/2025

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

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

**AMENDMENT TO PORTLAND CITY CODE
CHAPTER 30 RE: GOLF CARTS**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORTLAND,
MAINE IN CITY COUNCIL ASSEMBLED AS FOLLOWS:**

1. *That the Section 30-110 of the Portland City Code Chapter 30 is hereby amended to read as follows:*

Sec. 30-110. Rental of Golf Carts for Operation on City Streets.

. . . .

(b) Limitations on number of ~~rental golf cart operators and~~ rental golf carts.

~~_(1) The City Manager may set a cap on the number of golf cart rental operators that may operate in the city at one time. If such a limit is met, the city shall determine operators through a competitive bidding process.~~

(12) The City Manager may set a cap on the number of rental golf carts that may operate in the city at one time. The Sustainability and Transportation Committee will review an annual report and recommendation made by the City Manager regarding the number of rental golf carts available for public use.

(2) Beginning on May 1, 2025, once the cap on the number of rental golf carts has been reached, the Permitting and Inspections Department will form and maintain a waitlist of golf cart rental operators seeking additional rental golf cart licenses.

(3) Rental golf carts licensed by May 1, 2025 may be renewed each year upon application and payment of the license

fee, so long as the renewal is complete by May 1 of each year.

(4) Failure of a golf cart rental operator to renew a license for any number of rental golf carts by May 1 of any subsequent year shall result in the forfeiture of the right to renew the license for that number of rental golf carts and any subsequent application shall be treated as a new application for registration and placed at the end of the waitlist.

(5) Any rental golf cart licenses forfeited pursuant to Section 30-110(b)(4) shall be offered to the first eligible golf cart rental operator on the waitlist, proceeding down the list until all available licenses are filled or the list has been exhausted.

. . . .

(d) Annual Registration Required. Beginning May 1 2020, every golf cart rental operator shall register each rental golf cart annually with the city.

. . . .

(4) Be stored on private property when not in active use and not be stored~~stored~~ in the City right-of-way.

. . . .

**AMENDMENT TO ORDER 241-24/25
PREPARED BY CORPORATION COUNSEL
FOR COUNCILOR SARAH MICHNIEWICZ
RE: RENTAL GOLF CART DEFINITION AND LICENSE FORFEITURE**

(a) Definitions. The following words shall have the following definitions for purposes of this article.

- (1) A rental golf cart means any golf cart rented or offered for rent to be operated on City streets. "Rental golf cart" shall not include any golf cart rented or offered for rent to be operated solely on a golf course or exclusively on one contiguous piece of~~other~~ public or private property.

...

- (b) Limitations on number of rental golf carts.

- (1) The City Manager may set a cap on the number of rental golf carts that may operate in the city at one time. The Sustainability and Transportation Committee will review an annual report and recommendation made by the City Manager regarding the number of rental golf carts available for public use.
- (2) Beginning on May 1, 2025, once the cap on the number of rental golf carts has been reached, the Permitting and Inspections Department will form and maintain a waitlist of golf cart rental operators seeking additional rental golf cart licenses.
- (3) Rental golf carts licensed by May 1, 2025 may be renewed each year upon application and payment of the license fee, so long as the renewal is complete by May 1 of each year.
- (4) Failure of a golf cart rental operator to renew a license for any number of rental golf carts by May 1 of any subsequent year shall result in the forfeiture of the right to renew the license for

that number of rental golf carts and any subsequent application shall be treated as a new application for registration and placed at the end of the waitlist. Forfeiture under this section shall not apply when a registered rental golf cart is decommissioned or otherwise out of operation and the registrant replaces the decommissioned golf cart with a new golf cart and registers the new cart within thirty (30) days of the decommission of the previously registered rental golf cart.

- (5) Any rental golf cart licenses forfeited pursuant to Section 30-110(b)(4) shall be offered to the first eligible golf cart rental operator on the waitlist, proceeding down the list until all available licenses are filled or the list has been exhausted.

. . . .

(d) Annual Registration Required. Beginning May 1 2020, every golf cart rental operator shall register each rental golf cart annually with the city.

. . . .

- (4) Be stored on private property when not in active use and not be stored in the City right-of-way.

. . . .

MEMORANDUM
City Council Agenda Item

FROM: Lauren Andersen
DATE: December 16, 2025
SUBJECT: Order 103-25/26 Approving Agreements Between the Maine Department of Transportation and Portland RE Improvements to Route 26/100 - Sponsored by Danielle P. West, City Manager
SPONSOR: Danielle West, City Manager
(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:
1st Reading 12/15/2025

Final
Action 1/5/2026

Can action be taken at a later date: No This agreement must be approved by City Council and signed by the City Manager prior to the project starting design and going out to bid. DOT is scheduled to start design in January and advertise in February; the agreement must be signed prior to starting any design work. Historically with an earlier bid date bid pricing will be improved.

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

PRESENTATION: N/A

I. SUMMARY

City Council is being asked to approve the attached Municipal/State Agreement and the Utility Receivable Agreement, which would allow MaineDOT to move ahead with its plans to improve and pave Auburn Street from Lyseth Moore to the Falmouth TL, a total of approximately 1.22 miles. The agreement obligates the City to pay a portion of the project costs.

II. AGENDA DESCRIPTION

This project is part of MaineDOT's Heavy Treatment Program. The State administers the project and typically 80% of project costs are paid by federal funding and 20% of project costs are paid by the State. The City has requested additional Americans with Disabilities Act (ADA) work to be added to this project which will be a 100% City contribution. By signing the partnership agreement, it enables MaineDOT to proceed with the project and obligates the City to pay 100% of the requested added ADA; the City share is estimated to be \$95,600. The City is also obligated to pay 100% of manhole adjustments, the cost of which is estimated to be \$65,000 which is shown on the Utility Agreement. MaineDOT, using federal and state funding, will be paying the rest of the project costs.

This item must be read on two separate days. It received its first reading on December 15. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

The Auburn Street paving project is part of MaineDOT's 2026 work plan. The scope of the project work includes a 2" mill, ADA ramp reconstruction, minor sidewalk reconstruction, 2" overlay, and re-striping after final paving. The City has requested additional ADA ramp improvements, a new crossing location, and widening an area of sidewalk due to the condition of the ramps and to ensure the area is more pedestrian friendly. DOT's original scope does not include

ADA ramp reconstruction on side streets and there is a very narrow portion of sidewalk that needs to be widened; these items were not included in the original scope. Addressing these items when there is a contractor in the area is the most economical way to address this lacking infrastructure. It is important that these areas are addressed to meet ADA requirements and improve pedestrian infrastructure which is vital to pedestrians on this highly travelled road. The City is responsible for 100% of these added work costs.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The Auburn Street project will improve the pavement surface and ride quality on a principal arterial. The project will improve ADA ramps and a portion of sidewalk for a better and safer pedestrian experience. DOT will pay for a majority of the project costs.

V. FINANCIAL IMPACT

The City is obligated to pay 100% of the estimated project cost for the additional work requested by the municipality, or \$95,600, as well as \$65,000 for utility adjustments and 100% of any overages due to added scope or unforeseen conditions in the project area. The total City cost of this project, estimated to be \$160,600, would be paid from multiple FY26 CIP accounts. An ADA account will be used for the ADA and sidewalk costs while the utility adjustments will come from a mixture of Water Resources and Paving accounts established for this type of utility work required on paving projects. Any additional funds needed will come from FY26 CIP Sidewalk Account. A fiscal impact note is attached with this agenda request. MaineDOT, using federal and state funding, will be paying \$3,160,000.

VI. STAFF ANALYSIS AND BACKGROUND

Auburn Street is a Principal Arterial in the City of Portland, with an AADT between 12,000 and 13,000 cars per day. This road is a major connector between Portland and Falmouth, and portions are adjacent to a school and trail network. The road was ranked with a Fair Pavement Condition Index when it was last evaluated in 2022 and has definitely deteriorated further in that time. Without this project, this heavily trafficked road will continue to decline and the ramps will remain non-compliant and hazardous for pedestrians.

VII. RECOMMENDATION

The Department of Public Works recommends approving and signing the subject agreements to allow the State to improve Auburn Street in 2026.

VIII. LIST ATTACHMENTS

1. Order - Approving MDOT Agreement re Route 26
2. 28124.00_Auburn St_LOCATION MAP
3. 28124.00_Auburn St_UTILILITY RECEIVABLE AGREEMENT
4. 28124.00 Auburn St - Municipal-State Agreement
5. WIN 28124 - Auburn St - Fiscal Impact Note
6. WIN 28124 - Council Agenda Request - Auburn St

Prepared by:

Lauren Andersen

Date: 12/16/2025

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

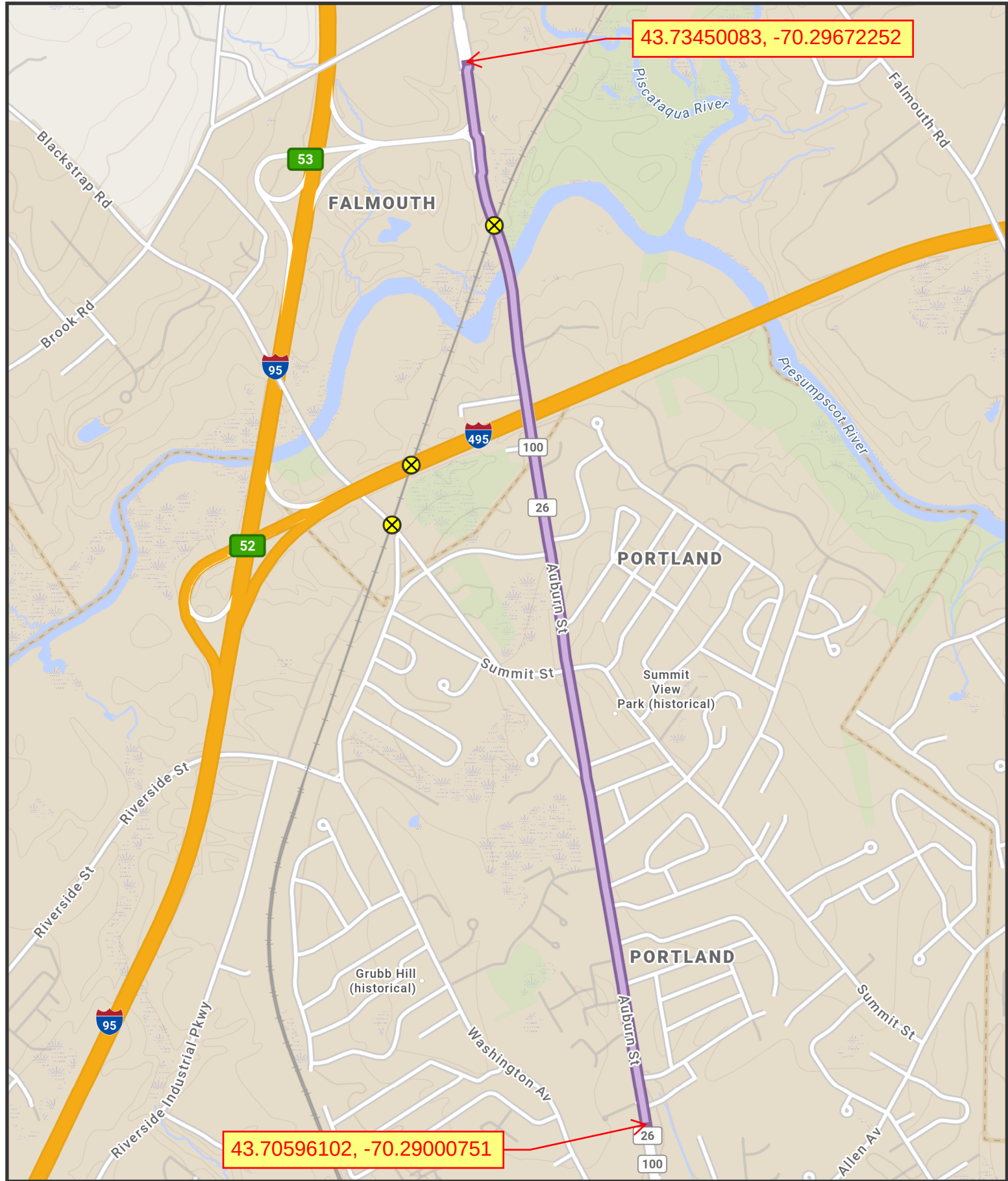
**ORDER APPROVING AGREEMENTS BETWEEN THE MAINE DEPARTMENT OF
TRANSPORTATION AND PORTLAND
RE: IMPROVEMENTS TO ROUTE 26/100**

ORDERED, that the Agreements between the Maine Department of Transportation (MaineDOT) and the City of Portland for improvements to Improvements to Route 26/100 are hereby approved in substantially the form attached hereto:

- WIN 028124.00, MaineDOT Municipal-State Agreement for Proposed Improvements to Route 26/100
- WIN 028124.00, MaineDOT Utility Receivable Agreement for adjusting sewer manholes Route 26

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

FALMOUTH - PORTLAND - 028124.00_LOCATION MAP



The Maine Department of Transportation provides this publication for information only. Reliance upon this information is at user risk. It is subject to revision and may be incomplete depending upon changing conditions. The Department assumes no liability if injuries or damages result from this information. This map is not intended to support emergency dispatch.

0.3 Miles
1 inch = 0.32 miles

Date: 10/8/2025
Time: 2:55:20 PM

TEDOCS #: _____

CT#: _____

CSN#: _____

Program: _____

MAINE DEPARTMENT OF TRANSPORTATION UTILITY RECEIVABLE AGREEMENT

(MaineDOT Use Only)

Project Location: Portland
State WIN #: 028124.00
Federal Aid Project #: 2812400

Estimated Agreement Amount: \$ 65,000
Vendor Customer #: 17A12144
MaineDOT Signed Date: _____
Forecasted Agreement End Date: December 16, 2026

THIS AGREEMENT, entered into the last date signed herein at the end of this agreement, between the **Maine Department of Transportation** (hereafter the “Department”) and **CITY OF PORTLAND**, duly authorized and existing under the Laws of the State of Maine and having an office in the City of Portland, County of Cumberland (the “Utility”) (the Department and the Utility are collectively referred to as the “Parties”).

1. The Department is implementing a transportation project identified as “Federal Aid Project Number 2812400; WIN: 028124.00 (the “Project”) for highway improvements in the City of Portland, Cumberland County;
2. In connection with the Project, the Department has prepared plans and specification for the Project that resulted in the following determination:

X The Utility has expressed an interest in installing new utility facilities within the limits of the public highway right-of-way and the impact limits of the Project (the “Affected Facilities”).
3. The Affected Facilities consist of adjusting 26 sewer manholes to grade for the **City of Portland on Route 26**.
4. The Utility has prepared and provided to the Department the scope of work necessary for relocating or installing the Affected Utilities (the “Utility Work”) and the estimated costs associated therewith, which are outlined in **Appendix A**, attached hereto and made a part hereof. The costs associated with the Utility Work are the sole responsibility of the Utility.

5. The Parties wish to establish a process for including the Utility Work in the Department's construction contract for the Project.

NOW, THEREFORE, the Parties agree as follows:

6. Plans, Specifications and Estimate:

- a. The Utility shall, at its own expense, perform and provide all engineering, design and related services related to the Utility Work necessary to enable the Department and/or its consultant to generate construction plans, specifications and an estimate of material quantities for the Utility Work to be included in the Project contract. The Utility will be responsible for locating and recording the location of all Utility Work, including services and other appurtenances within the Project area. To the extent possible and consistent with laws, practices and policies of the Department and the industry, the Utility Work shall be performed in accordance with the plans and specifications provided by the Utility and, if applicable, the most recent version of the Department's Standard Specifications.
- b. All plans shall be on sheets of the same size used by the Department and be reproducible by black and white printing. Specifications shall be on 8 ½ x 11-inch paper, suitable for binding with the Department's specifications. The estimate of quantities shall be in the form prescribed by the Department. In the event of field changes to the Utility Work, the Utility shall prepare any additional plans and specifications and the Department shall prepare a Project change order and amend this Agreement incorporating any changes therein. All plans and specifications will be marked with the Federal Aid Project Number referenced in this Agreement.
- c. The Utility will provide the Department with the plans, specifications and an updated estimate as described in Appendix A no later than one month prior to the scheduled advertise date for the Project.
- d. The Utility shall be responsible for obtaining a Utility Location Permit from the Department in accordance with Title 35-A M.R.S.A. Chapter 25 and for recording the location of all utilities in a manner and form to be specified by the Department.

Standard Approach: The Department will prepare the Project contract documents to include the Utility Work specified in Appendix A. The Utility agrees to have these items included in the Department's Project construction contract. Bidders will be required to bid both the Project work and the Utility Work. The Utility Work will be paid for by the Utility, and any changes that increase the Utility Work estimate or amount will be paid for through a written modification of this agreement approved by both the Utility and the Department.

7. Inspection:

- a. The Utility shall be responsible for providing all engineering and inspection associated with the Utility Work including computing quantities for payment and other incidental and related work unless otherwise stated herein. By the end of each work day, whenever Utility Work is performed, the Utility will provide the Department's on-site representative with an itemized summary of all the Utility Work completed.
 - b. The Department shall provide inspection of the quality and compaction of backfill installed in connection with the construction contract, excluding bedding and other special backfills and materials used in the installation of the Utility Work.
 - c. If the Utility Work is included in the Project contract pursuant to Section 6.e. above, the Utility agrees to the following:
 - i. Should the Utility find the Project contractor's materials or workmanship to be insufficient in any way, the Utility agrees to inform the Department's on-site representative as soon as possible, but no later than the end of the day in which the problem is identified.
 - ii. As administrator to the construction contract, the Department's on-site representative shall be responsible for authorizing all payments relating to the Utility Work, issuing all directives to the Project's contractor and making the final determination in the event of any disagreements.
- 8. Ownership of Completed Utilities:** Upon completion of the Utility Work the Utility shall assume complete ownership of, and responsibility for, the utility facilities installed in connection with the Utility Work.
- 9. Claims:** The Utility shall be responsible for the prompt review and settlement of any claims arising from or related to the Utility Work or its impact on the Project.
- 10. Indemnification:** The Utility shall indemnify, defend and hold harmless the Department and its officers, employees, agents and assigns, from and against any and all claims, liability or expenses, including but not limited to reasonable attorney's fees and litigation costs (the "Claims"), to the extent such Claims are caused, or alleged to have been caused, by acts or omissions of the Utility or any of its officers, employees, agents, representatives, supervisors, contractors, subcontractors or consultants in connection with the performance of its obligations under this Agreement. Nothing in this Agreement is intended or shall be construed to waive any defense, immunity or limitation of liability that may be available to the Department or the Utility pursuant to the Maine Tort Claims Act (14 M.R.S. § 8101 *et seq.*) or any other privileges or immunities provided by law. The terms outlined in this section shall survive any termination or expiration of this Agreement.

11. **Buy America Requirements:** This agreement is subject to the requirements of Buy America in accordance with Federal Regulation 23 CFR 635.410 Section 1518. Specific requirements are presented in MaineDOT Standard Specification Section 100, Appendix A, Section 3.A., Buy America which are incorporated and made a part hereof by reference.
12. **Subsequent Excavations and/or Installations:** Except in the case of an emergency, the Utility acknowledges and agrees to refrain from applying for a permit for the excavation of the highway within the limits of the Project for a period of at least 3 years following the completion of the Project, and agrees to make all necessary notifications to abutters and occupants of the highway as otherwise required of any municipal government under the provisions of 23 M.R.S.A. § 3351. In all cases, whether an excavation moratorium as described above applies, or as in the case of Light Capital Paving projects where no excavation moratorium applies, the Utility further acknowledges and agrees that all subsequent excavations and/or installations within the right-of-way of the Project limits shall be regulated and controlled in the manner specified by the most recent version of the Department's *"Utility Accommodation Rules"*, which are incorporated and made a part hereof by reference. The terms outlined in this section shall survive any termination or expiration of this Agreement.
13. **Non-Appropriation and Termination:** Anything herein to the contrary notwithstanding, the Utility acknowledges and agrees that, although the execution of this Agreement by the Department manifests the Department's intent to honor its terms and to seek funding to fulfill any obligations arising hereunder, by law any such obligations are subject to available budgetary appropriations by the Maine Legislature and, therefore, this Agreement does not create any obligation on behalf of the Department in excess of such appropriations. In the event of unanticipated impacts on the Project, such as, changes in the Project design, or a loss in Project funding, or a delay in advertising or awarding of the contract, the Department may postpone, suspend, abandon or otherwise terminate this Agreement upon thirty (30) days written notice to the Utility and in no event shall any such action be deemed a breach of contract.
14. **Payment:** If the Utility Work is included in the Project contract pursuant to Section 6.e. above, the Utility agrees to reimburse the Department for the full amount of the cost of the utility work. A detailed breakdown of the anticipated cost of the Utility Work is attached hereto and incorporated herein as Appendix A. The Department will issue a final invoice after all the Utility Work is complete, all quantities are verified, and any required adjustments have been made. The Department, at its sole discretion, may issue periodic invoices for portions of the Utility Work as it is being completed. The final invoice will include any remaining costs or credits. The Utility shall submit payment to the Department within 30 days from the invoice date.

15. Contact Information:

For the Department:

Name: David Ouellette
Address: 16 Statehouse Station
Augusta, ME 04333
E-mail: david.ouellette@maine.gov
Telephone: 207-441-7965

For the Utility:

Name: Lauren Andersen
Address: 212 Canco Road
Portland, ME 04103
E-mail: landersen@portlandmaine.gov
Telephone: 207-874-8844

16. No Relief of Responsibilities: Nothing in this agreement is intended, nor shall be interpreted, to relieve the Utility of any responsibilities or duties imposed upon it by law.

IN **WITNESS WHEREOF**, the Parties hereto have executed this Agreement effective on the date last signed below.

CITY OF PORTLAND

By: _____

Print Name: Danielle West

City Manager
Duly Authorized

DATE: _____

**STATE OF MAINE
DEPARTMENT OF TRANSPORTATION**

By: _____

Print Name: Ryan Hodgman

Sr. Project Manager
Duly Authorized

DATE: _____

APPENDIX A
PROJECT SCOPE

MAINE DEPARTMENT OF TRANSPORTATION
UTILITY RECEIVABLE AGREEMENT

CITY OF PORTLAND
Portland, ME

FEDERAL AID PROJECT NO. 2812400
STATE PROJECT IDENTIFICATION NUMBER (WIN) 028124.00

Project Scope: Adjust 26 sewer manholes to grade for the City of Portland

ESTIMATE OF UTILITY WORK:

Item #	Pay Item	Estimated Quantity/Unit	Unit Price	Utility Cost
812.162	ADJUST SEWER MANHOLE TO GRADE	26 EA	2,500	65,000
Total Cost:				65,000

ESTIMATED PAYMENT SCHEDULE:

Utility	Payment Amount	Estimated Invoice Date
City of Portland	\$65,000	December 16, 2026



MaineDOT use only
AMS Advantage #: _____
CSN #: _____
PROGRAM: _____

MAINE DEPARTMENT OF TRANSPORTATION MUNICIPAL/STATE AGREEMENT

PROPOSED IMPROVEMENTS TO ROUTE 26/100

(MaineDOT Use Only)

Project Location: <u>Portland</u>	Estimated Municipal Share: <u>\$95,600</u>
State WIN: <u>028124.00</u>	Vendor Customer #: <u>17A12984</u>
Federal Aid Project #: <u>2812400</u>	Agreement Begin Date: _____
	Agreement End Date: <u>5 years from last date signed</u>
	<u>below</u>

This Agreement is entered into between the **Maine Department of Transportation** (hereafter **MaineDOT**) and the **Municipality of Portland**, a municipal corporation located in the County of Cumberland (hereafter the "Municipality") (collectively hereinafter the "Parties").

RECITALS

- A. The scope of work that is the subject of this Agreement consists of Highway Preservation Paving on Route 26/100 beginning 0.03 of a mile south of Lyseth Moore Drive and extending north 2.03 miles in Portland, Maine, (hereafter the "Project").
- B. The Parties have a mutual interest in ensuring that the Project is delivered on a reasonable schedule and within the programmed budget, using a process that maximizes communication and cooperation between the Parties.
- C. This Agreement is intended to cover the roles and responsibilities of the Parties during the design, permitting and right-of-way phases of Project development from Project inception through completion of the Project's Plans, Specifications and Estimate (PS&E). This Agreement is further intended to establish the financial obligations of each Party, including that of full Project development through construction.

AGREEMENT

NOW, THEREFORE, in accordance with the foregoing, the Parties agree as follows:

- D. The following checked appendices are hereby incorporated into this Agreement by reference, and any perpetual maintenance appendices shall survive the expiration of this Agreement:
 - ☒ Appendix A – Project scope, cost sharing, and payment schedule (*not required for non-monetary agreements.*)
 - ☐ Appendix B – Perpetual Bicycle/Pedestrian Facility Maintenance
 - ☐ Appendix B – Perpetual Drainage Maintenance
 - ☐ Appendix B – Perpetual Landscape Maintenance
 - ☐ Appendix B – Perpetual Operation and Maintenance of Lighting/Flashing Beacon and/or signage with associated light(s)
 - ☐ Appendix B – Perpetual Traffic Signal Operation and Maintenance

- ☐ Appendix B – Perpetual Traffic Signal Operation and Shared Maintenance
- ☐ Appendix B – Perpetual Bridge Lighting/Approach Lighting Maintenance & Snow Plowing
- ☒ Appendix C – Additional work requested by Municipality

E. Agreement Administration:

1. MaineDOT agrees to procure and administer a contract to construct the Project in accordance with the plans and specifications developed by MaineDOT. This would include any additional plans, specifications and estimates furnished by the Municipality and approved by MaineDOT. When applicable, refer to Appendix A of this Agreement for the outline of the scope, limits of work and cost sharing.
2. MaineDOT shall be the sole administrator of the contract to construct the Project. MaineDOT will pay all Project costs, subject to cost sharing by the Municipality, when applicable, as specified in this Agreement. Neither MaineDOT nor its contractors will be required to pay for inspections and permits from the Municipality.
3. The Municipality agrees that MaineDOT and its contractors are exempt from all local ordinances, including but not limited to the Municipality Noise Ordinance.
4. Upon acceptance of plans, specifications and estimates (PS&E), MaineDOT shall solicit competitive bids for the Project. Upon acceptance of the lowest acceptable responsive, responsible bid to construct the Project and fulfillment of all terms set forth herein, MaineDOT will submit the information to the Municipality, who will have up to five (5) business days to review the information and notify MaineDOT of any questions or concerns. If MaineDOT is not presented with any questions or concerns in the time allotted all decisions pertaining to the acceptance of the bids, the award and administration of the contract and all payments thereunder shall be the sole discretion of MaineDOT.

F. Changes to Project Scope:

5. The Municipality, at its election, may request that changes be made or work added to the Project during the period of construction, provided the Municipality agrees in writing to pay any additional cost plus an amount not to exceed ten (10%) percent of such construction cost to cover all necessary engineering, inspection and administrative costs associated therewith, unless specified otherwise. All such requests shall be subject to MaineDOT approval. In the event that the cost of these changes or work are approved for federal participation, the Municipality's additional cost may be reduced by the amount of the federal contribution.

G. Traffic Control:

6. The Municipality agrees to allow MaineDOT's contractor to control all traffic through the work areas in accordance with the Traffic Control Plan approved by MaineDOT. The development of the Traffic Control Plan will follow the process outlined below:
 - i. MaineDOT's Project Manager (PM) will, when possible, submit the Project for Traffic Analysis and Movement Evaluation (TAME), approximately one year prior to advertisement. Once the results are received, the PM/Regional Traffic Engineer will

discuss the proposed Project with the Municipality (scope, limits, day or night work, work window, etc).

- ii. The Municipality will comment on their concerns/issues related to the Traffic Control Plan within two (2) weeks of receipt.
- iii. MaineDOT's PM & Designer will incorporate these comments where practical based on engineering judgment.
- iv. If the Municipality desires, a meeting will be held prior to PS&E to review the Project design, Special Provision 105 – Limitations of Operations, Special Provision 107 - Time, etc.

H. Utilities:

- 7. The Municipality will, at no cost to MaineDOT, assure proper adjustment, relocation, or repair of any portion of a utility service, whether above or below ground, that is located within the limits of the highway right-of-way and connected to any municipal utility, which might become necessary to permit construction of the Project. The Municipality agrees to hold MaineDOT harmless from any claims for damages occurring as a result thereof.
- 8. The Municipality agrees that during and after construction it will apply the requirements of the most recent version of MaineDOT's "Utility Accommodation Rules" as the minimum guidelines not withstanding any municipal rules that are more lenient.
- 9. To the extent that it is statutorily responsible therefore, the Municipality agrees to provide utilities, and to maintain all improvements and fixtures constructed, installed or furnished as a part of the Project in such a manner as necessary to preserve the use and function thereof for the expected period of their normal useful life as determined by accepted engineering and/or industry standards. To the extent any warranty exists for said improvements or fixtures, said warranty shall be first relied on by MaineDOT to address maintenance and/or repairs described in this paragraph.

I. Governing Law:

- 10. The Municipality agrees that except for an emergency, or as allowed in 23 M.R.S.A. § 3351-A, it will prohibit the excavation of the highway within the limits of the Project for a period of at least five (5) years after completion of the Project, and agrees to make all necessary notifications to abutters and occupants of the highway as otherwise required of any municipal government under the provisions of 23 M.R.S.A. § 3351. Thereafter, all future excavations within the right-of-way of the Project shall be regulated and controlled in the manner specified by MaineDOT in its most recent "Utility Accommodation Rules", which is incorporated herein and made a part hereof by reference.
- 11. The Parties agree to: comply with and abide by all applicable State and Federal laws, statutes, rules, regulations, standards and guidelines, including the MUTCD and OSHA standards, and Agreement provisions; avoid hindering each other's performance; fulfill all obligations diligently; and cooperate in achievement of the intent of this Agreement.

J. Municipality's Responsibility:

12. When applicable, if the Municipality withdraws its financial support for the Project, leading MaineDOT to terminate the Project, the Municipality shall reimburse MaineDOT fully for all Project costs incurred in reliance on the Municipality's financial obligations outlined herein, including, but not limited to, reimbursement of all federal and state funds expended up to the time of such termination. If the Municipality fails to reimburse MaineDOT for such costs incurred, after receiving an invoice seeking such reimbursement, MaineDOT may exercise its rights of set-off to recover the requested amount.
13. The Municipality agrees to alter, move, relocate or remove, or cause to be, at no cost to the Project, any municipal property, including all fixtures, facilities or monuments, located on, under or above the ground, as necessary to permit construction of the Project, which has not otherwise been provided for during the development of the Project. Any work necessary to do so during the period of construction shall be coordinated with the contractor for the Project.
14. The Municipality will be responsible to keep new or replaced/rehabilitated pedestrian facilities in usable condition including snow and ice control.
15. The Municipality agrees to keep the right-of-way of the Project inviolate from all encroachments and agrees to remove, or cause to be removed, anything that may encroach thereon.
16. When applicable, the Municipality agrees to regulate all entrances to the highway within the limits of the Project in accordance with the provisions of 23 M.R.S.A. § 704.
17. When applicable, the Municipality agrees to limit all on-street parking to the parking spaces as designed and constructed under the Project.

K. Termination:

18. MaineDOT reserves the right to terminate the Project for any reason prior to the award of a contract to construct the Project. MaineDOT also reserves the right to terminate all provisions pertaining to work requested by the Municipality at any time prior to the award of a contract to construct the Project due to failure by the Municipality to comply with any of the conditions and stipulations set forth in this Agreement.
19. MaineDOT may postpone, suspend, abandon or otherwise terminate this Agreement upon thirty (30) days written notice to the Municipality and in no event shall any such action be deemed a breach of contract. Postponement, suspension, abandonment or termination may be taken for any reason by MaineDOT or specifically as the result of any failure by the Municipality to perform any of the services required under this Agreement to MaineDOT's satisfaction.

In the event of Project termination, all provisions of this Agreement shall become null and void except for the financial obligations set forth herein, as well as those *provisions that by their very nature are intended to survive*.

L. Miscellaneous Provisions:

20. **Debarment.** The Municipality certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. If the Municipality is unable to certify to this statement, it shall attach an explanation to this

Agreement. The Municipality shall promptly notify MaineDOT if it or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

21. All provisions of this Agreement, *except those that by their very nature are intended to survive*, shall expire at Project final voucher, or upon final payment by the Municipality of any Project costs as hereinbefore provided, whichever occurs later.
22. **State of Maine's Rights of Set-Off.** MaineDOT shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State of Maine's option to withhold for the purposes of set-off monies due the Municipality under a specific project contract up to any amounts due and owed to MaineDOT with regard to this Agreement, and any other agreement/contract with any State of Maine department or agency, including any agreement/contract for a term commencing prior to the term of this Agreement, plus any amounts due and owed to the State of Maine for any reason including without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. MaineDOT 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 MaineDOT, its representatives, or the State Controller. When applicable, MaineDOT reserves the right to withhold or reduce future Local Road Assistance payments to the Municipality for purposes of set-off to recover the amount owed.
23. **Non-Appropriation.** Anything herein to the contrary notwithstanding, the Municipality acknowledges and agrees that although the execution of this agreement by MaineDOT manifests its intent to honor its terms and to seek funding to fulfill any obligations arising hereunder, by law any such obligations are subject to available budgetary appropriations by the Maine Legislature and, therefore, this agreement does not create any obligation on behalf of MaineDOT in excess of such appropriations.
24. **Assignment.** No assignment of this agreement is contemplated, and in no event shall any assignment be made without the express written permission of MaineDOT.
25. **Notice.** Any communications, requests or notices required or appropriate to be given under this Agreement shall be in writing and may be sent via email which shall satisfy the delivery requirements of this section through express acknowledgement of receipt by the receiving party. Alternatively, communications can be mailed via U.S. Mail, Certified or Registered, Return Receipt Requested or sent via a recognized commercial carrier such as, but not limited to Federal Express, that requires a return receipt delivered to the sending party. Said communications, requests or notices shall be sent to the other party as follows:

MaineDOT: Maine Department of Transportation
 24 Child Street
 16 State House Station
 Augusta, ME 04333-0016
 Attn.: Ryan Hodgman
 Email: ryan.hodgman@maine.gov

Municipality: City of Portland
212 Canco Road, Suite B
Portland, ME 04103
Attn.: Lauren Andersen, PE
Email: landersen@portlandmaine.gov

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT effective on the day and date last signed below.

MUNICIPALITY OF PORTLAND

MAINE DEPARTMENT OF TRANSPORTATION

By: _____
Danielle West, City Manager

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

(Date Signed)

(Date Signed)

I certify that the signature above is true and accurate. I further certify that the signature, if electronic: (a) is intended to have the same force as a manual signature; (b) is unique to myself; (c) is capable of verification; and (d) is under the sole control of myself.

APPENDIX A
PROJECT SCOPE AND COST SHARING
MAINE DEPARTMENT OF TRANSPORTATION
MUNICIPAL/STATE AGREEMENT
Transportation Improvement Project

MUNICIPALITY OF PORTLAND

PROPOSED IMPROVEMENTS TO ROUTE 26/100

FEDERAL AID PROJECT NO. 2812400

STATE PROJECT IDENTIFICATION NUMBER (WIN) 028124.00

Project Scope: Highway Preservation Paving on Route 26/100 beginning 0.03 of a mile south of Lyseth Moore Drive and extending north 2.03 miles

Funding Outline: The Total Project Estimated Cost is \$ 3,255,600.00 , and the Parties agree to share costs through all stages of the Project under the terms outlined below.

Work Element	Municipal Share		Project Share				Total Cost
			Federal	Portion	MaineDOT (State) Portion		
	%	\$	%	\$	%	\$	\$
Preliminary Engineering	0.0%	\$ -	80.0%	\$ 80,000.00	20.0%	\$ 20,000.00	\$ 100,000.00
Right of Way	0.0%	\$ -	80.0%	\$ -	20.0%	\$ -	\$ -
Construction	0.0%	\$ -	80.0%	\$ 2,328,000.00	20.0%	\$ 582,000.00	\$ 2,910,000.00
Construction Engineering	0.0%	\$ -	80.0%	\$ 120,000.00	20.0%	\$ 30,000.00	\$ 150,000.00
PROJECT SHARES		\$ -		\$ 2,528,000.00		\$ 632,000.00	\$ 3,160,000.00
Total Cost of Additional Work Requested by Municipality (Below)	100.0%	\$ 95,600.00					
TOTAL ESTIMATED MUNICIPAL SHARE (Receivable Amount)		\$ 95,600.00					

(Check if applicable)



Additional Work as outlined in Appendix C to this Agreement.

Funding Outline: The Municipality agrees to pay 100% of the costs for the work outlined below.

Additional Work		Cost: 100% Municipal Share	
Remove and rebuild existing pedestrian ramps		\$	70,000.00
New crosswalk and pedestrian ramps at Lambert Street		\$	20,000.00
Widen sidewalk to 4ft between Bartley St and 213 Auburn St		\$	5,600.00
TOTAL COST OF ADDITIONAL WORK REQUESTED BY MUNICIPALITY		\$	95,600.00

Payment:

The Municipality shall submit payment to MaineDOT within 30 days from the invoice date.

1. Prior to award of the contract for Project construction, the Municipality will be invoiced a portion of its share of the cost of the Project.

Invoicing will include the following:

- a. 100% of the local share of the Preliminary Engineering and Right of Way costs; plus
- b. Fifty percent (50%) of the local share of the Construction and Construction Engineering cost based on the total bid price of the Project; plus
- c. 100% of all additional work requested by the Municipality.

2. Final Voucher Payment to the Contractor. A final bill will be created following MaineDOT's final voucher payment to the Contractor, after all quantities are verified, and any required adjustments have been made. The cost of the work for which MaineDOT will bill the Municipality shall be determined by the contract prices and the completed quantities of the work items or, in the event of termination, the local share of Project development cost to the point of termination as stipulated above. The final invoice will include the Municipality's share of any remaining costs.

Invoicing Schedule: The Municipal Payment Schedule shown below includes estimated invoicing dates based upon the estimated schedule and estimated cost of the Project:

Municipality Name	Receivable Amount	Estimated Invoice Date
CITY OF PORTLAND	\$95,600.00	1/31/2026
Total Receivable Amount:	\$95,600.00	

APPENDIX C
ADDITIONAL WORK

MAINE DEPARTMENT OF TRANSPORTATION
Transportation Improvement Project

1. **Description of Work Being Added to Project by the Municipality:**
Remove and rebuild existing pedestrian ramps, sidewalks and driveways at various locations along the project that are not being removed and rebuilt by the Department.
2. **The Municipality agrees to furnish all plans, specifications and estimates necessary to include additional work under the Project; No ☒ - Disregard this Section, or Yes ☐ - as follows:**
- a) All plans and specifications shall conform to the standards used by MaineDOT as set forth in the latest version of its "Highway Design Guide" and "Standard Details" and comply with MaineDOT's Utility Accommodation Rules.
 - b) All plans shall be size "D" drawings measuring 22 inches by 36 inches reproducible in black and white print.
 - c) All specifications shall be printed on 8-1/2 inch wide by 11 inch long paper suitable for binding in MaineDOT's proposal book.
 - d) The Municipality shall provide a detailed engineer's estimate of the cost of such additional work calculated in a manner acceptable to MaineDOT and allowable for bidding. The Municipality agrees that all cost information developed for such bidding shall be kept confidential pursuant to the provisions of Title 23 of the Maine Revised Statutes Annotated (M.R.S.A.) Section 63.
 - e) The Municipality shall obtain all permits, licenses, releases and approvals necessary or incidental to the additional work described in Section 1 above.
 - f) The submission of all plans, specifications and estimates; as well as all permits, licenses, releases and approvals shall be done in such a timely manner as not to unreasonably delay MaineDOT's schedule for soliciting bids to construct the Project.
 - g) The Municipality may utilize the electronic exchange of CADD data; the Municipality must accept pertinent electronic input data as specified by MaineDOT. A copy of MaineDOT's specifications can be found on its website under Business and CADD support. It is the responsibility of the Municipality to translate this data into other formats required for use in their design software.

3. Following solicitation of competitive bids for the Project under Paragraph D of the Agreement; but before award of a contract to construct the Project that includes additional work as described in Section 1 above; action must be taken by the Municipality:

Not Applicable ☐ - *Disregard this Section*, or Applicable ☒ - as follows:

- a) If the bid price received for such additional work exceeds the detailed engineers estimate by any more than ten (10%) percent, the Municipality may reject such bid price by notifying MaineDOT in writing within five (5) business days following the opening of such bids. The Municipality may waive such right by doing so in writing anytime prior to or during such period. Otherwise, all decisions pertaining to the acceptance of bids and the award of any construction contract shall be the sole discretion of MaineDOT.
- b) If the bid price for such additional work is acceptable to the Municipality, the Municipality shall pay MaineDOT, an amount equal to the Municipality's share of the estimated cost of such additional work based upon the prices of the successful bidder. Following receipt of payment, MaineDOT agrees to award a contract to construct the Project including the additional work.
- c) The parties agree that any additional adjustments to the amount of any payment or deposit made pursuant to the provisions of subparagraph b) above because of any differences between estimated and actual quantities which effects the actual cost of such additional work shall be due and payable upon determination of final quantities, unless MaineDOT determines that the actual cost of such additional work is expected to differ measurably from the amount of such payment, due to changes in quantities placed or work performed during the period of construction.

FISCAL IMPACT NOTE New Program Cost Data:	Year 1		Year 2		Year 3	
	City Rate	City / Sch Combined Rate	City Rate	City / Sch Combined Rate	City Rate	City / Sch Combined Rate
Example:						
ADD: NEW ITEM ANNUAL EXPENDITURES		\$0		\$12,045		\$12,045
LESS: TOTAL NEW ITEM ANNUAL REVENUES		\$0		\$0		\$0
=NEW ITEM NET TAX RATE IMPACT PROJECTION	\$0	\$0	\$12,045	\$12,045	\$12,045	\$12,045
New Program Impact to the Mil Rate	\$0.0000	\$0.0000	\$0.0015	\$0.0015	\$0.0015	\$0.0015
New Program % Impact on Mil Rate	0.0000%	0.0000%	0.0134%	0.0068%	0.0134%	0.0068%
Mil Rate Including New Program	\$11.3400	\$22.4800	\$11.3415	\$22.4815	\$11.3415	\$22.4815

Notes: The CIP impact will begin in 2027 and remain for the 20 year life of the bond.

MEMORANDUM
City Council Agenda Item

DISTRIBUTE TO: City Manager, Mayor, Greg Jordan, Annie James

FROM: Lauren Andersen, Department of Public Works

DATE: November 24, 2025

SUBJECT: Maine Department of Transportation – Municipal/State Agreement
& Utility Receivable Agreement– Improvements to Route 26/100

SPONSOR: Danielle West, City Manager

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st reading: 12/18/25 **Final Action:** 1/5/26

Can action be taken at a later date: ____ Yes X No (If no why not?)

This agreement must be approved by City Council and signed by the City Manager prior to the project starting design and going out to bid. DOT is scheduled to start design in January and advertise in February; the agreement must be signed prior to starting any design work. Historically with an earlier bid date bid pricing will be improved.

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

Not Applicable

I. ONE SENTENCE SUMMARY

City Council is being asked to approve the attached Municipal/State Agreement and the Utility Receivable Agreement, which would allow MaineDOT to move ahead with its plans to improve and pave Auburn Street from Lyseth Moore to the Falmouth TL, a total of approximately 1.22 miles. The agreement obligates the City to pay a portion of the project costs.

II. AGENDA DESCRIPTION

This project is part of MaineDOT's Heavy Treatment Program. The State administers the project and typically 80% of project costs are paid by federal funding and 20% of project costs are paid by the State. The City has requested additional Americans with Disabilities Act (ADA) work to be added to this project which will be a 100% City contribution. By signing the partnership agreement, it enables MaineDOT to proceed with the project and obligates the City to pay 100% of the requested added ADA; the City share is estimated to be \$95,600. The City is also obligated to pay 100% of manhole adjustments, the cost of which is estimated to be \$65,000 which is shown on the Utility Agreement. MaineDOT, using federal and state funding, will be paying the rest of the project costs.

III. BACKGROUND

The Auburn Street paving project is part of MaineDOT's 2026 work plan. The scope of the project work includes a 2" mill, ADA ramp reconstruction, minor sidewalk reconstruction, 2" overlay, and re-striping after final paving. The City has requested additional ADA ramp improvements, a new crossing location, and widening an area of sidewalk due to the condition of the ramps and to ensure the area is more pedestrian friendly. DOT's original scope does not include ADA ramp reconstruction on side streets and there is a very narrow portion of sidewalk that needs to be widened; these items were not included in the original scope. Addressing these items when there is a contractor in the area is the most economical way to address this lacking infrastructure. It is important that these areas are addressed to meet ADA requirements and improve pedestrian infrastructure which is vital to pedestrians on this highly travelled road. The City is responsible for 100% of these added work costs.

IV. INTENDED RESULT AND OR COUNCIL GOAL ADDRESSED

The Auburn Street project will improve the pavement surface and ride quality on a principal arterial. The project will improve ADA ramps and a portion of sidewalk for a better and safer pedestrian experience. DOT will pay for a majority of the project costs.

V. FINANCIAL IMPACT

The City is obligated to pay 100% of the estimated project cost for the additional work requested by the municipality, or \$95,600, as well as \$65,000 for utility adjustments and 100% of any overages due to added scope or unforeseen conditions in the project area. The total City cost of this project, estimated to be \$160,600, would be paid from multiple FY26 CIP accounts. An ADA account will be used for the ADA and sidewalk costs while the utility adjustments will come from a mixture of Water Resources and Paving accounts established for this type of utility work required on paving projects. Any additional funds needed will come from FY26 CIP Sidewalk Account. A fiscal impact note is attached with this agenda request. MaineDOT, using federal and state funding, will be paying \$3,160,000.

VI. STAFF ANALYSIS AND BACKGROUND THAT WILL NOT APPEAR IN THE AGENDA DESCRIPTION

Auburn Street is a Principal Arterial in the City of Portland, with an AADT between 12,000 and 13,000 cars per day. This road is a major connector between Portland and Falmouth, and portions are adjacent to a school and trail network. The road was ranked with a Fair Pavement Condition Index when it was last evaluated in 2022 and has definitely deteriorated further in that time. Without this project, this heavily trafficked road will continue to decline and the ramps will remain non-compliant and hazardous for pedestrians.

VII. RECOMMENDATION

The Department of Public Works recommends approving and signing the subject agreements to allow the State to improve Auburn Street in 2026.

VIII. LIST ATTACHMENTS

- 28124.00 Auburn Street –Municipal-State Agreement
- 28124.00 Auburn Street - Utility Receivable Agreement
- 28124.00_Auburn St_LOCATION MAP
- 28124.00 Auburn St - Fiscal Impact Note

Prepared by: Lauren Andersen
Date: November 24, 2025

MEMORANDUM
City Council Agenda Item

FROM: Lauren Andersen
DATE: December 16, 2025
SUBJECT: Order 104-25/26 Approving Agreements Between the Maine Department of Transportation and Portland RE Improvements to Route 302 - Sponsored by Danielle P. West, City Manager
SPONSOR: Danielle West, City Manager
(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:
1st Reading 12/15/2025

Final
Action 1/5/2026

Can action be taken at a later date: No This agreement must be approved by City Council and signed by the City Manager prior to the project starting design and going out to bid. DOT is scheduled to start design in January and advertise in February; the agreement must be signed prior to starting any design work. Historically with an earlier bid date bid pricing will be improved.

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

PRESENTATION: N/A

I. SUMMARY

City Council is being asked to approve the attached Municipal/State Agreement and the Utility Receivable Agreement, which would allow MaineDOT to move ahead with its plans to improve and pave Forest Avenue from Riverside Street to Allen Avenue, a total of approximately 1.66 miles. The agreement obligates the City to pay a portion of the project costs.

II. AGENDA DESCRIPTION

This project is part of MaineDOT's Light Paving Program. The State administers the project and typically 80% of project costs are paid by federal funding and 20% of project costs are paid by the State. The City has requested to extend the paving limits to Allen Avenue (originally was Warren Avenue); all the additional work for this segment will be a 100% City contribution. By signing the partnership agreement, it enables MaineDOT to proceed with the project and obligates the City to pay 100% of the requested added length; the City share is estimated to be \$92,000. The City is also obligated to pay 100% of manhole adjustments, the cost of which is estimated to be \$47,500 which is shown on the Utility Agreement. MaineDOT, using federal and state funding, will be paying the rest of the project costs.

This item must be read on two separate days. It received its first reading on December 15. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

The Forest Avenue paving project is part of MaineDOT's 2026 work plan. The scope of the project work includes a 3/4" mill, ADA ramp reconstruction, 3/4" overlay, and re-striping after final paving. The City has requested to extend the project limits to Allen Avenue; this extension will improve the pavement condition. In addition, it will allow for installation of an alternative striping configuration that will provide intersection-to-intersection storage for the left-turn lanes

on Forest between Warren and Allen. This alternative design, designed by our on-call consultants in coordination with the MDOT, is a pilot phase intended to improve safety at the intersection and will inform the design of a larger project at Morrill's Corner in the future. If proven effective, it will also provide critical roadway space to be allotted to active transportation uses. DOT's original scope stopped at Warren Avenue – the City requested extending the limits to include the section from Warren Avenue to Allen Avenue. Doing this additional work when there is a contractor in the area is the most economical way to address this lacking infrastructure. The City is responsible for 100% of this added work costs.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The Forest Avenue project will improve the pavement surface and ride quality on a principal arterial. The project will improve ADA crossings and install a pilot striping pattern at one of the City's busiest intersections. DOT will pay for a majority of the project costs.

V. FINANCIAL IMPACT

The City is obligated to pay 100% of the estimated project cost for the additional work requested by the municipality, or \$92,000, as well as \$47,500 for utility adjustments and 100% of any overages due to added scope or unforeseen conditions in the project area. The total City cost of this project, estimated to be \$139,500, would be paid from multiple previously approved CIP accounts. A Morrill's Corner and Paving Rehab account will be used for the additional paving/striping work, while the utility adjustments will come from a mixture of Water Resources and Paving accounts established for this type of utility work required on paving projects. Any additional funds needed will come from FY26 CIP Paving Account. A fiscal impact note is attached with this agenda request. MaineDOT, using federal and state funding, will be paying \$920,000.

VI. STAFF ANALYSIS AND BACKGROUND

Forest Avenue is a Principal Arterial in the City of Portland, with an AADT between 15,000 and 29,000 cars per day (depending on the location). This road is heavily utilized by vehicles, buses, and pedestrians with portions adjacent to a school. The road was ranked with a Fair Pavement Condition Index when it was last evaluated in 2022 and has likely deteriorated further in that time. Without this project, this heavily trafficked road will continue to decline and the ramps will remain non-compliant and hazardous for pedestrians.

VII. RECOMMENDATION

The Department of Public Works recommends approving and signing the subject agreements to allow the State to improve Forest Avenue in 2026.

VIII. LIST ATTACHMENTS

1. Order - Approving MDOT Agreement re Route 302
2. 029668.00_Forest Ave - Allen to Riverside_UTILITY RECEIVABLE AGREEMENT (1)
3. WIN 29668.00 - Council Agenda Request - Forest Ave (1)
4. WIN 29668_Forest_Ave_Allen to Riverside Location Map
5. WIN 29668 - Forest Ave - Fiscal Impact Note
6. 29668.00 Forest Ave - Allen to Riverside -Municipal-State Agreement (1)

Prepared by:

Lauren Andersen

Date: 12/16/2025

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

**ORDER APPROVING AGREEMENTS BETWEEN THE MAINE DEPARTMENT OF
TRANSPORTATION AND PORTLAND
RE: IMPROVEMENTS TO ROUTE 302**

ORDERED, that the Agreements between the Maine Department of Transportation (MaineDOT) and the City of Portland for improvements to Route 302 are hereby approved in substantially the form attached hereto:

- WIN 029668.00, MaineDOT Municipal-State Agreement for Proposed Improvements to Route 302
- WIN 029668.00, MaineDOT Utility Receivable Agreement for adjusting sewer manholes on Route 302.

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

TEDOCS #: _____

CT#: _____

CSN#: _____

Program: _____

MAINE DEPARTMENT OF TRANSPORTATION UTILITY RECEIVABLE AGREEMENT

(MaineDOT Use Only)

Project Location: Portland
State WIN #: 029668.00
Federal Aid Project #: 2966800

Estimated Agreement Amount: \$ 47,500
Vendor Customer #: 17A12144
MaineDOT Signed Date: _____
Forecasted Agreement End Date: December 16, 2026

THIS AGREEMENT, entered into the last date signed herein at the end of this agreement, between the **Maine Department of Transportation** (hereafter the “Department”) and **CITY OF PORTLAND**, duly authorized and existing under the Laws of the State of Maine and having an office in the City of Portland, County of Cumberland (the “Utility”) (the Department and the Utility are collectively referred to as the “Parties”).

1. The Department is implementing a transportation project identified as “Federal Aid Project Number 2966800; WIN: 029668.00 (the “Project”) for highway improvements in the City of Portland, Cumberland County;
2. In connection with the Project, the Department has prepared plans and specification for the Project that resulted in the following determination:

X The Utility has expressed an interest in installing new utility facilities within the limits of the public highway right-of-way and the impact limits of the Project (the “Affected Facilities”).
3. The Affected Facilities consist of adjusting **19** sewer manholes to grade for the **City of Portland on Route 302**.
4. The Utility has prepared and provided to the Department the scope of work necessary for relocating or installing the Affected Utilities (the “Utility Work”) and the estimated costs associated therewith, which are outlined in **Appendix A**, attached hereto and made a part hereof. The costs associated with the Utility Work are the sole responsibility of the Utility.

5. The Parties wish to establish a process for including the Utility Work in the Department's construction contract for the Project.

NOW, THEREFORE, the Parties agree as follows:

6. Plans, Specifications and Estimate:

- a. The Utility shall, at its own expense, perform and provide all engineering, design and related services related to the Utility Work necessary to enable the Department and/or its consultant to generate construction plans, specifications and an estimate of material quantities for the Utility Work to be included in the Project contract. The Utility will be responsible for locating and recording the location of all Utility Work, including services and other appurtenances within the Project area. To the extent possible and consistent with laws, practices and policies of the Department and the industry, the Utility Work shall be performed in accordance with the plans and specifications provided by the Utility and, if applicable, the most recent version of the Department's Standard Specifications.
- b. All plans shall be on sheets of the same size used by the Department and be reproducible by black and white printing. Specifications shall be on 8 ½ x 11-inch paper, suitable for binding with the Department's specifications. The estimate of quantities shall be in the form prescribed by the Department. In the event of field changes to the Utility Work, the Utility shall prepare any additional plans and specifications and the Department shall prepare a Project change order and amend this Agreement incorporating any changes therein. All plans and specifications will be marked with the Federal Aid Project Number referenced in this Agreement.
- c. The Utility will provide the Department with the plans, specifications and an updated estimate as described in Appendix A no later than one month prior to the scheduled advertise date for the Project.
- d. The Utility shall be responsible for obtaining a Utility Location Permit from the Department in accordance with Title 35-A M.R.S.A. Chapter 25 and for recording the location of all utilities in a manner and form to be specified by the Department.

Standard Approach: The Department will prepare the Project contract documents to include the Utility Work specified in Appendix A. The Utility agrees to have these items included in the Department's Project construction contract. Bidders will be required to bid both the Project work and the Utility Work. The Utility Work will be paid for by the Utility, and any changes that increase the Utility Work estimate or amount will be paid for through a written modification of this agreement approved by both the Utility and the Department.

7. Inspection:

- a. The Utility shall be responsible for providing all engineering and inspection associated with the Utility Work including computing quantities for payment and other incidental and related work unless otherwise stated herein. By the end of each work day, whenever Utility Work is performed, the Utility will provide the Department's on-site representative with an itemized summary of all the Utility Work completed.
- b. The Department shall provide inspection of the quality and compaction of backfill installed in connection with the construction contract, excluding bedding and other special backfills and materials used in the installation of the Utility Work.
- c. If the Utility Work is included in the Project contract pursuant to Section 6.e. above, the Utility agrees to the following:
 - i. Should the Utility find the Project contractor's materials or workmanship to be insufficient in any way, the Utility agrees to inform the Department's on-site representative as soon as possible, but no later than the end of the day in which the problem is identified.
 - ii. As administrator to the construction contract, the Department's on-site representative shall be responsible for authorizing all payments relating to the Utility Work, issuing all directives to the Project's contractor and making the final determination in the event of any disagreements.

8. Ownership of Completed Utilities: Upon completion of the Utility Work the Utility shall assume complete ownership of, and responsibility for, the utility facilities installed in connection with the Utility Work.

9. Claims: The Utility shall be responsible for the prompt review and settlement of any claims arising from or related to the Utility Work or its impact on the Project.

10. Indemnification: The Utility shall indemnify, defend and hold harmless the Department and its officers, employees, agents and assigns, from and against any and all claims, liability or expenses, including but not limited to reasonable attorney's fees and litigation costs (the "Claims"), to the extent such Claims are caused, or alleged to have been caused, by acts or omissions of the Utility or any of its officers, employees, agents, representatives, supervisors, contractors, subcontractors or consultants in connection with the performance of its obligations under this Agreement. Nothing in this Agreement is intended or shall be construed to waive any defense, immunity or limitation of liability that may be available to the Department or the Utility pursuant to the Maine Tort Claims Act (14 M.R.S. § 8101 *et seq.*) or any other privileges or immunities provided by law. The terms outlined in this section shall survive any termination or expiration of this Agreement.

11. **Buy America Requirements:** This agreement is subject to the requirements of Buy America in accordance with Federal Regulation 23 CFR 635.410 Section 1518. Specific requirements are presented in MaineDOT Standard Specification Section 100, Appendix A, Section 3.A., Buy America which are incorporated and made a part hereof by reference.
12. **Subsequent Excavations and/or Installations:** Except in the case of an emergency, the Utility acknowledges and agrees to refrain from applying for a permit for the excavation of the highway within the limits of the Project for a period of at least 3 years following the completion of the Project, and agrees to make all necessary notifications to abutters and occupants of the highway as otherwise required of any municipal government under the provisions of 23 M.R.S.A. § 3351. In all cases, whether an excavation moratorium as described above applies, or as in the case of Light Capital Paving projects where no excavation moratorium applies, the Utility further acknowledges and agrees that all subsequent excavations and/or installations within the right-of-way of the Project limits shall be regulated and controlled in the manner specified by the most recent version of the Department's *"Utility Accommodation Rules"*, which are incorporated and made a part hereof by reference. The terms outlined in this section shall survive any termination or expiration of this Agreement.
13. **Non-Appropriation and Termination:** Anything herein to the contrary notwithstanding, the Utility acknowledges and agrees that, although the execution of this Agreement by the Department manifests the Department's intent to honor its terms and to seek funding to fulfill any obligations arising hereunder, by law any such obligations are subject to available budgetary appropriations by the Maine Legislature and, therefore, this Agreement does not create any obligation on behalf of the Department in excess of such appropriations. In the event of unanticipated impacts on the Project, such as, changes in the Project design, or a loss in Project funding, or a delay in advertising or awarding of the contract, the Department may postpone, suspend, abandon or otherwise terminate this Agreement upon thirty (30) days written notice to the Utility and in no event shall any such action be deemed a breach of contract.
14. **Payment:** If the Utility Work is included in the Project contract pursuant to Section 6.e. above, the Utility agrees to reimburse the Department for the full amount of the cost of the utility work. A detailed breakdown of the anticipated cost of the Utility Work is attached hereto and incorporated herein as Appendix A. The Department will issue a final invoice after all the Utility Work is complete, all quantities are verified, and any required adjustments have been made. The Department, at its sole discretion, may issue periodic invoices for portions of the Utility Work as it is being completed. The final invoice will include any remaining costs or credits. The Utility shall submit payment to the Department within 30 days from the invoice date.

15. Contact Information:

For the Department:

Name: David Ouellette
Address: 16 Statehouse Station
Augusta, ME 04333
E-mail: david.ouellette@maine.gov
Telephone: 207-441-7965

For the Utility:

Name: Lauren Andersen
Address: 212 Canco Road
Portland, ME 04103
E-mail: landersen@portlandmaine.gov
Telephone: 207-874-8844

16. No Relief of Responsibilities: Nothing in this agreement is intended, nor shall be interpreted, to relieve the Utility of any responsibilities or duties imposed upon it by law.

IN **WITNESS WHEREOF**, the Parties hereto have executed this Agreement effective on the date last signed below.

CITY OF PORTLAND

By: _____

Print Name: Danielle West

City Manager
Duly Authorized

DATE: _____

**STATE OF MAINE
DEPARTMENT OF TRANSPORTATION**

By: _____

Print Name: Ryan Hodgman

Sr. Project Manager
Duly Authorized

DATE: _____

APPENDIX A
PROJECT SCOPE

MAINE DEPARTMENT OF TRANSPORTATION
UTILITY RECEIVABLE AGREEMENT

CITY OF PORTLAND
Portland, ME

FEDERAL AID PROJECT NO. 2966800
STATE PROJECT IDENTIFICATION NUMBER (WIN) 029668.00

Project Scope: Adjust 19 sewer manholes to grade for the City of Portland

ESTIMATE OF UTILITY WORK:

Item #	Pay Item	Estimated Quantity/Unit	Unit Price	Utility Cost
812.162	ADJUST SEWER MANHOLE TO GRADE	19 EA	2,500	47,500
Total Cost:				47,500

ESTIMATED PAYMENT SCHEDULE:

Utility	Payment Amount	Estimated Invoice Date
City of Portland	\$47,500	December 16, 2026

MEMORANDUM
City Council Agenda Item

DISTRIBUTE TO: City Manager, Mayor, Greg Jordan, Annie James

FROM: Lauren Andersen, Department of Public Works

DATE: November 24, 2025

SUBJECT: Maine Department of Transportation – Municipal/State Agreement
& Utility Receivable Agreement– Improvements to Route 302

SPONSOR: Danielle West, City Manager

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st reading: 12/15/25 **Final Action:** 1/5/26

Can action be taken at a later date: ____ Yes **X** No (If no why not?)

This agreement must be approved by City Council and signed by the City Manager prior to the project starting design and going out to bid. DOT is scheduled to start design in January and advertise in February; the agreement must be signed prior to starting any design work. Historically with an earlier bid date bid pricing will be improved.

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

Not Applicable

I. ONE SENTENCE SUMMARY

City Council is being asked to approve the attached Municipal/State Agreement and the Utility Receivable Agreement, which would allow MaineDOT to move ahead with its plans to improve and pave Forest Avenue from Riverside Street to Allen Avenue, a total of approximately 1.66 miles. The agreement obligates the City to pay a portion of the project costs.

II. AGENDA DESCRIPTION

This project is part of MaineDOT's Light Paving Program. The State administers the project and typically 80% of project costs are paid by federal funding and 20% of project costs are paid by the State. The City has requested to extend the paving limits to Allen Avenue (originally was Warren Avenue); all the additional work for this segment will be a 100% City contribution. By signing the partnership agreement, it enables MaineDOT to proceed with the project and obligates the City to pay 100% of the requested added length; the City share is estimated to be \$92,000. The City is also obligated to pay 100% of manhole adjustments, the cost of which is estimated to be \$47,500 which is shown on the Utility Agreement. MaineDOT, using federal and state funding, will be paying the rest of the project costs.

III. BACKGROUND

The Forest Avenue paving project is part of MaineDOT's 2026 work plan. The scope of the project work includes a ¾" mill, ADA ramp reconstruction, ¾" overlay, and re-striping after final paving. The City has requested to extend the project limits to Allen Avenue; this extension will improve the pavement condition. In addition, it will allow for installation of an alternative striping configuration that will provide intersection-to-intersection storage for the left-turn lanes on Forest between Warren and Allen. This alternative design, designed by our on-call consultants in coordination with the MDOT, is a pilot phase intended to improve safety at the intersection and will inform the design of a larger project at Morrill's Corner in the future. If proven effective, it will also provide critical roadway space to be allotted to active transportation uses. DOT's original scope stopped at Warren Avenue – the City requested extending the limits to include the section from Warren Avenue to Allen Avenue. Doing this additional work when there is a contractor in the area is the most economical way to address this lacking infrastructure. The City is responsible for 100% of this added work costs.

IV. INTENDED RESULT AND OR COUNCIL GOAL ADDRESSED

The Forest Avenue project will improve the pavement surface and ride quality on a principal arterial. The project will improve ADA crossings and install a pilot striping pattern at one of the City's busiest intersections. DOT will pay for a majority of the project costs.

V. FINANCIAL IMPACT

The City is obligated to pay 100% of the estimated project cost for the additional work requested by the municipality, or \$92,000, as well as \$47,500 for utility adjustments and 100% of any overages due to added scope or unforeseen conditions in the project area. The total City cost of this project, estimated to be \$139,500, would be paid from multiple previously approved CIP accounts. A Morrill's Corner and Paving Rehab account will be used for the additional paving/stripping work, while the utility adjustments will come from a mixture of Water Resources and Paving accounts established for this type of utility work required on paving projects. Any additional funds needed will come from FY26 CIP Paving Account. A fiscal impact note is attached with this agenda request. MaineDOT, using federal and state funding, will be paying \$920,000.

VI. STAFF ANALYSIS AND BACKGROUND THAT WILL NOT APPEAR IN THE AGENDA DESCRIPTION

Forest Avenue is a Principal Arterial in the City of Portland, with an AADT between 15,000 and 29,000 cars per day (depending on the location). This road is heavily utilized by vehicles, buses, and pedestrians with portions adjacent to a school. The road was ranked with a Fair Pavement Condition Index when it was last evaluated in 2022 and has likely deteriorated further in that time. Without this project, this heavily trafficked road will continue to decline and the ramps will remain non-compliant and hazardous for pedestrians.

VII. RECOMMENDATION

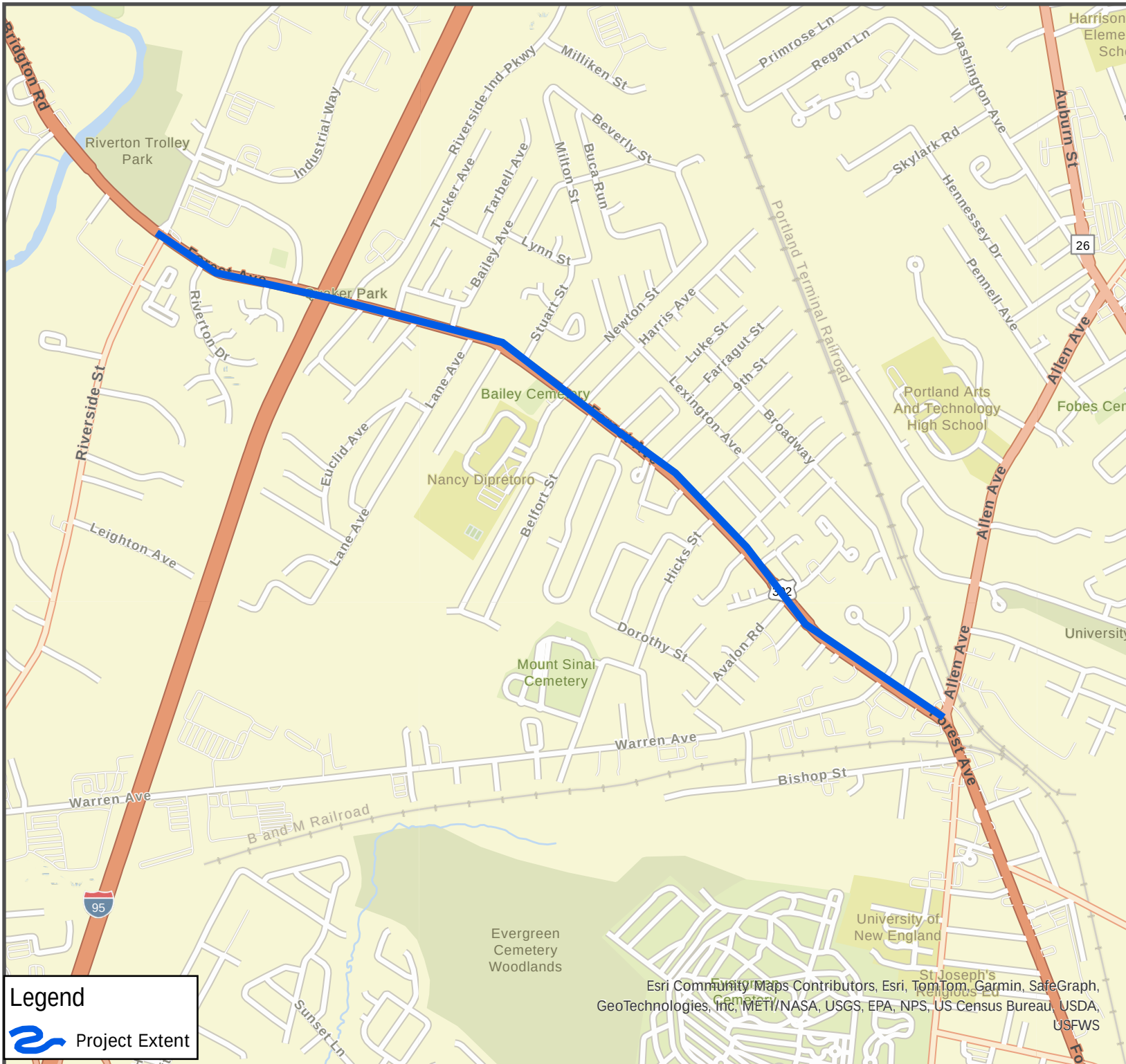
The Department of Public Works recommends approving and signing the subject agreements to allow the State to improve Forest Avenue in 2026.

VIII. LIST ATTACHMENTS

29668.00 Forest Avenue – Allen to Riverside –Municipal-State Agreement

29668.00 Forest Avenue – Allen to Riverside - Utility Receivable Agreement
29668.00 Forest Avenue – Allen to Riverside LOCATION MAP
29668.00 Forest Avenue – Allen to Riverside - Fiscal Impact Note

Prepared by: Lauren Andersen
Date: November 24, 2025



CITY OF PORTLAND, MAINE
DEPT. OF PUBLIC WORKS

212 CANCO RD STE B
PORTLAND, MAINE 04101
PHONE (207) 874-8846 FAX (207) 874-8852

Portland Location Map

WIN 29668.00
Forest Avenue Light Treatment



PAGE 1 OF 1
December 2025

DRAWN BY: TSY

0 0.07 0.15 0.3
Miles

Legend



Project Extent

Esri Community Maps Contributors, Esri, TomTom, Garmin, SafeGraph,
GeoTechnologies, Inc., METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA,
USFWS

FISCAL IMPACT NOTE New Program Cost Data:	Year 1		Year 2		Year 3	
	City Rate	City / Sch Combined Rate	City Rate	City / Sch Combined Rate	City Rate	City / Sch Combined Rate
Example:						
ADD: NEW ITEM ANNUAL EXPENDITURES		\$0		\$10,463		\$10,463
LESS: TOTAL NEW ITEM ANNUAL REVENUES		\$0		\$0		\$0
=NEW ITEM NET TAX RATE IMPACT PROJECTION	\$0	\$0	\$10,463	\$10,463	\$10,463	\$10,463
New Program Impact to the Mil Rate	\$0.0000	\$0.0000	\$0.0013	\$0.0013	\$0.0013	\$0.0013
New Program % Impact on Mil Rate	0.0000%	0.0000%	0.0117%	0.0059%	0.0117%	0.0059%
Mil Rate Including New Program	\$11.3400	\$22.4800	\$11.3413	\$22.4813	\$11.3413	\$22.4813

Notes: The CIP impact will begin in 2027 and remain for the 20 year life of the bond.



MaineDOT use only
AMS Advantage #: _____
CSN #: _____
PROGRAM: _____

MAINE DEPARTMENT OF TRANSPORTATION
MUNICIPAL/STATE AGREEMENT
PROPOSED IMPROVEMENTS TO ROUTE 302

(MaineDOT Use Only)

Project Location: <u>Portland</u> State WIN: <u>029668.00</u> Federal Aid Project #: <u>2966800</u>	Estimated Municipal Share: <u>\$92,000.00</u> Vendor Customer #: _____ Agreement Begin Date: _____ Agreement End Date: <u>5 years from last date signed</u> <u>below</u>
---	--

This Agreement is entered into between the **Maine Department of Transportation** (hereafter **MaineDOT**) and the **Municipality of Portland**, a municipal corporation located in the County of Cumberland (hereafter the “Municipality”) (collectively hereinafter the “Parties”).

RECITALS

- A. The scope of work that is the subject of this Agreement consists of Highway Preservation Paving on Route 302 beginning 0.04 of a mile northwest of Warren Avenue and extending northwest 1.53 miles. in Portland, Maine, (hereafter the “Project”).
- B. The Parties have a mutual interest in ensuring that the Project is delivered on a reasonable schedule and within the programmed budget, using a process that maximizes communication and cooperation between the Parties.
- C. This Agreement is intended to cover the roles and responsibilities of the Parties during the design, permitting and right-of-way phases of Project development from Project inception through completion of the Project’s Plans, Specifications and Estimate (PS&E). This Agreement is further intended to establish the financial obligations of each Party, including that of full Project development through construction.

AGREEMENT

NOW, THEREFORE, in accordance with the foregoing, the Parties agree as follows:

- D. The following checked appendices are hereby incorporated into this Agreement by reference, and any perpetual maintenance appendices shall survive the expiration of this Agreement:
 - ☒ Appendix A – Project scope, cost sharing, and payment schedule (*not required for non-monetary agreements.*)
 - ☐ Appendix B – Perpetual Bicycle/Pedestrian Facility Maintenance
 - ☐ Appendix B – Perpetual Drainage Maintenance
 - ☐ Appendix B – Perpetual Landscape Maintenance
 - ☐ Appendix B – Perpetual Operation and Maintenance of Lighting/Flashing Beacon and/or signage with associated light(s)
 - ☐ Appendix B – Perpetual Traffic Signal Operation and Maintenance

- ☐ Appendix B – Perpetual Traffic Signal Operation and Shared Maintenance
- ☐ Appendix B – Perpetual Bridge Lighting/Approach Lighting Maintenance & Snow Plowing
- ☒ Appendix C – Additional work requested by Municipality

E. Agreement Administration:

1. MaineDOT agrees to procure and administer a contract to construct the Project in accordance with the plans and specifications developed by MaineDOT. This would include any additional plans, specifications and estimates furnished by the Municipality and approved by MaineDOT. When applicable, refer to Appendix A of this Agreement for the outline of the scope, limits of work and cost sharing.
2. MaineDOT shall be the sole administrator of the contract to construct the Project. MaineDOT will pay all Project costs, subject to cost sharing by the Municipality, when applicable, as specified in this Agreement. Neither MaineDOT nor its contractors will be required to pay for inspections and permits from the Municipality.
3. The Municipality agrees that MaineDOT and its contractors are exempt from all local ordinances, including but not limited to the Municipality Noise Ordinance.
4. Upon acceptance of plans, specifications and estimates (PS&E), MaineDOT shall solicit competitive bids for the Project. Upon acceptance of the lowest acceptable responsive, responsible bid to construct the Project and fulfillment of all terms set forth herein, MaineDOT will submit the information to the Municipality, who will have up to five (5) business days to review the information and notify MaineDOT of any questions or concerns. If MaineDOT is not presented with any questions or concerns in the time allotted all decisions pertaining to the acceptance of the bids, the award and administration of the contract and all payments thereunder shall be the sole discretion of MaineDOT.

F. Changes to Project Scope:

5. The Municipality, at its election, may request that changes be made or work added to the Project during the period of construction, provided the Municipality agrees in writing to pay any additional cost plus an amount not to exceed ten (10%) percent of such construction cost to cover all necessary engineering, inspection and administrative costs associated therewith, unless specified otherwise. All such requests shall be subject to MaineDOT approval. In the event that the cost of these changes or work are approved for federal participation, the Municipality's additional cost may be reduced by the amount of the federal contribution.

G. Traffic Control:

6. The Municipality agrees to allow MaineDOT's contractor to control all traffic through the work areas in accordance with the Traffic Control Plan approved by MaineDOT. The development of the Traffic Control Plan will follow the process outlined below:
 - i. MaineDOT's Project Manager (PM) will, when possible, submit the Project for Traffic Analysis and Movement Evaluation (TAME), approximately one year prior to advertisement. Once the results are received, the PM/Regional Traffic Engineer will

discuss the proposed Project with the Municipality (scope, limits, day or night work, work window, etc).

- ii. The Municipality will comment on their concerns/issues related to the Traffic Control Plan within two (2) weeks of receipt.
- iii. MaineDOT's PM & Designer will incorporate these comments where practical based on engineering judgment.
- iv. If the Municipality desires, a meeting will be held prior to PS&E to review the Project design, Special Provision 105 – Limitations of Operations, Special Provision 107 - Time, etc.

H. Utilities:

- 7. The Municipality will, at no cost to MaineDOT, assure proper adjustment, relocation, or repair of any portion of a utility service, whether above or below ground, that is located within the limits of the highway right-of-way and connected to any municipal utility, which might become necessary to permit construction of the Project. The Municipality agrees to hold MaineDOT harmless from any claims for damages occurring as a result thereof.
- 8. The Municipality agrees that during and after construction it will apply the requirements of the most recent version of MaineDOT's "Utility Accommodation Rules" as the minimum guidelines not withstanding any municipal rules that are more lenient.
- 9. To the extent that it is statutorily responsible therefore, the Municipality agrees to provide utilities, and to maintain all improvements and fixtures constructed, installed or furnished as a part of the Project in such a manner as necessary to preserve the use and function thereof for the expected period of their normal useful life as determined by accepted engineering and/or industry standards. To the extent any warranty exists for said improvements or fixtures, said warranty shall be first relied on by MaineDOT to address maintenance and/or repairs described in this paragraph.

I. Governing Law:

- 10. The Municipality agrees that except for an emergency, or as allowed in 23 M.R.S.A. § 3351-A, it will prohibit the excavation of the highway within the limits of the Project for a period of at least five (5) years after completion of the Project, and agrees to make all necessary notifications to abutters and occupants of the highway as otherwise required of any municipal government under the provisions of 23 M.R.S.A. § 3351. Thereafter, all future excavations within the right-of-way of the Project shall be regulated and controlled in the manner specified by MaineDOT in its most recent "Utility Accommodation Rules", which is incorporated herein and made a part hereof by reference.
- 11. The Parties agree to: comply with and abide by all applicable State and Federal laws, statutes, rules, regulations, standards and guidelines, including the MUTCD and OSHA standards, and Agreement provisions; avoid hindering each other's performance; fulfill all obligations diligently; and cooperate in achievement of the intent of this Agreement.

J. Municipality's Responsibility:

12. When applicable, if the Municipality withdraws its financial support for the Project, leading MaineDOT to terminate the Project, the Municipality shall reimburse MaineDOT fully for all Project costs incurred in reliance on the Municipality's financial obligations outlined herein, including, but not limited to, reimbursement of all federal and state funds expended up to the time of such termination. If the Municipality fails to reimburse MaineDOT for such costs incurred, after receiving an invoice seeking such reimbursement, MaineDOT may exercise its rights of set-off to recover the requested amount.
13. The Municipality agrees to alter, move, relocate or remove, or cause to be, at no cost to the Project, any municipal property, including all fixtures, facilities or monuments, located on, under or above the ground, as necessary to permit construction of the Project, which has not otherwise been provided for during the development of the Project. Any work necessary to do so during the period of construction shall be coordinated with the contractor for the Project.
14. The Municipality will be responsible to keep new or replaced/rehabilitated pedestrian facilities in usable condition including snow and ice control.
15. The Municipality agrees to keep the right-of-way of the Project inviolate from all encroachments and agrees to remove, or cause to be removed, anything that may encroach thereon.
16. When applicable, the Municipality agrees to regulate all entrances to the highway within the limits of the Project in accordance with the provisions of 23 M.R.S.A. § 704.
17. When applicable, the Municipality agrees to limit all on-street parking to the parking spaces as designed and constructed under the Project.

K. Termination:

18. MaineDOT reserves the right to terminate the Project for any reason prior to the award of a contract to construct the Project. MaineDOT also reserves the right to terminate all provisions pertaining to work requested by the Municipality at any time prior to the award of a contract to construct the Project due to failure by the Municipality to comply with any of the conditions and stipulations set forth in this Agreement.
19. MaineDOT may postpone, suspend, abandon or otherwise terminate this Agreement upon thirty (30) days written notice to the Municipality and in no event shall any such action be deemed a breach of contract. Postponement, suspension, abandonment or termination may be taken for any reason by MaineDOT or specifically as the result of any failure by the Municipality to perform any of the services required under this Agreement to MaineDOT's satisfaction.

In the event of Project termination, all provisions of this Agreement shall become null and void except for the financial obligations set forth herein, as well as those *provisions that by their very nature are intended to survive*.

L. Miscellaneous Provisions:

20. **Debarment.** The Municipality certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. If the Municipality is unable to certify to this statement, it shall attach an explanation to this

Agreement. The Municipality shall promptly notify MaineDOT if it or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

21. All provisions of this Agreement, *except those that by their very nature are intended to survive*, shall expire at Project final voucher, or upon final payment by the Municipality of any Project costs as hereinbefore provided, whichever occurs later.
22. **State of Maine's Rights of Set-Off.** MaineDOT shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State of Maine's option to withhold for the purposes of set-off monies due the Municipality under a specific project contract up to any amounts due and owed to MaineDOT with regard to this Agreement, and any other agreement/contract with any State of Maine department or agency, including any agreement/contract for a term commencing prior to the term of this Agreement, plus any amounts due and owed to the State of Maine for any reason including without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. MaineDOT 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 MaineDOT, its representatives, or the State Controller. When applicable, MaineDOT reserves the right to withhold or reduce future Local Road Assistance payments to the Municipality for purposes of set-off to recover the amount owed.
23. **Non-Appropriation.** Anything herein to the contrary notwithstanding, the Municipality acknowledges and agrees that although the execution of this agreement by MaineDOT manifests its intent to honor its terms and to seek funding to fulfill any obligations arising hereunder, by law any such obligations are subject to available budgetary appropriations by the Maine Legislature and, therefore, this agreement does not create any obligation on behalf of MaineDOT in excess of such appropriations.
24. **Assignment.** No assignment of this agreement is contemplated, and in no event shall any assignment be made without the express written permission of MaineDOT.
25. **Notice.** Any communications, requests or notices required or appropriate to be given under this Agreement shall be in writing and may be sent via email which shall satisfy the delivery requirements of this section through express acknowledgement of receipt by the receiving party. Alternatively, communications can be mailed via U.S. Mail, Certified or Registered, Return Receipt Requested or sent via a recognized commercial carrier such as, but not limited to Federal Express, that requires a return receipt delivered to the sending party. Said communications, requests or notices shall be sent to the other party as follows:

MaineDOT: Maine Department of Transportation
 24 Child Street
 16 State House Station
 Augusta, ME 04333-0016
 Attn.: Ryan Hodgman
 Email: ryan.hodgman@maine.gov

Municipality: City of Portland
212 Canco Road, Suite B
Portland, ME 04103
Attn.: Lauren Andersen, PE
Email: landersen@portlandmaine.gov

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT effective on the day and date last signed below.

MUNICIPALITY OF PORTLAND

MAINE DEPARTMENT OF TRANSPORTATION

By: _____
Danielle West, City Manager

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

(Date Signed)

(Date Signed)

I certify that the signature above is true and accurate. I further certify that the signature, if electronic: (a) is intended to have the same force as a manual signature; (b) is unique to myself; (c) is capable of verification; and (d) is under the sole control of myself.

<u>Project Information</u> <u>Municipality Name: PORTLAND</u> <u>Federal Aid Project #: 2966800</u> <u>WIN:029668.00</u>
--

APPENDIX C

ADDITIONAL WORK

MAINE DEPARTMENT OF TRANSPORTATION

Transportation Improvement Project

1. Description of Work Being Added to Project by the Municipality:

Holding action asphalt shim on Route 302 between Allen Avenue and Warren Avenue to mitigate severe travel way rutting prior to the delivery of WIN 23717.00.

2. The Municipality agrees to furnish all plans, specifications and estimates necessary to include additional work under the Project; No ☒ - Disregard this Section, or Yes ☐ - as follows:

- a) All plans and specifications shall conform to the standards used by MaineDOT as set forth in the latest version of its *"Highway Design Guide"* and *"Standard Details"* and comply with MaineDOT's Utility Accommodation Rules.
- b) All plans shall be size "D" drawings measuring 22 inches by 36 inches reproducible in black and white print.
- c) All specifications shall be printed on 8-1/2 inch wide by 11 inch long paper suitable for binding in MaineDOT's proposal book.
- d) The Municipality shall provide a detailed engineer's estimate of the cost of such additional work calculated in a manner acceptable to MaineDOT and allowable for bidding. The Municipality agrees that all cost information developed for such bidding shall be kept confidential pursuant to the provisions of Title 23 of the Maine Revised Statutes Annotated (M.R.S.A.) Section 63.
- e) The Municipality shall obtain all permits, licenses, releases and approvals necessary or incidental to the additional work described in Section 1 above.
- f) The submission of all plans, specifications and estimates; as well as all permits, licenses, releases and approvals shall be done in such a timely manner as not to unreasonably delay MaineDOT's schedule for soliciting bids to construct the Project.
- g) The Municipality may utilize the electronic exchange of CADD data; the Municipality must accept pertinent electronic input data as specified by MaineDOT. A copy of MaineDOT's specifications can be found on its website under Business and CADD support. It is the responsibility of the Municipality to translate this data into other formats required for use in their design software.

3. Following solicitation of competitive bids for the Project under Paragraph D of the Agreement; but before award of a contract to construct the Project that includes additional work as described in Section 1 above; action must be taken by the Municipality:

Not Applicable ☐ - *Disregard this Section*, or Applicable ☒ - as follows:

- a) If the bid price received for such additional work exceeds the detailed engineers estimate by any more than ten (10%) percent, the Municipality may reject such bid price by notifying MaineDOT in writing within five (5) business days following the opening of such bids. The Municipality may waive such right by doing so in writing anytime prior to or during such period. Otherwise, all decisions pertaining to the acceptance of bids and the award of any construction contract shall be the sole discretion of MaineDOT.
- b) If the bid price for such additional work is acceptable to the Municipality, the Municipality shall pay MaineDOT, an amount equal to the Municipality's share of the estimated cost of such additional work based upon the prices of the successful bidder. Following receipt of payment, MaineDOT agrees to award a contract to construct the Project including the additional work.
- c) The parties agree that any additional adjustments to the amount of any payment or deposit made pursuant to the provisions of subparagraph b) above because of any differences between estimated and actual quantities which effects the actual cost of such additional work shall be due and payable upon determination of final quantities, unless MaineDOT determines that the actual cost of such additional work is expected to differ measurably from the amount of such payment, due to changes in quantities placed or work performed during the period of construction.

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 AGREEMENTS BETWEEN THE MAINE DEPARTMENT OF
TRANSPORTATION AND PORTLAND
RE: IMPROVEMENTS TO ST. JOHN STREET, DANFORTH STREET, FORE
STREET, AND COMMERCIAL STREET**

ORDERED, that the Agreements between the Maine Department of Transportation (MaineDOT) and the City of Portland for improvements to St. John Street, Danforth Street, Fore Street, and Commercial Street are hereby approved in substantially the form attached hereto:

- WIN 029696.00, MaineDOT Municipal-State Agreement for Proposed Improvements to St. John Street, Danforth Street
- WIN 029696.00, MaineDOT Utility Receivable Agreement for adjusting sewer manholes on St. John Street & Danforth Street
- WIN 029700.00, MaineDOT Municipal-State Agreement for Proposed Improvements to Fore Street, Commercial Street
- WIN 029700.00, MaineDOT Utility Receivable Agreement for adjusting sewer manholes on Fore Street & Commercial Street

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

FISCAL IMPACT NOTE New Program Cost Data:	Year 1		Year 2		Year 3	
	City Rate	City / Sch Combined Rate	City Rate	City / Sch Combined Rate	City Rate	City / Sch Combined Rate
Example:						
ADD: NEW ITEM ANNUAL EXPENDITURES		\$0		\$54,506		\$54,506
LESS: TOTAL NEW ITEM ANNUAL REVENUES		\$0		\$0		\$0
=NEW ITEM NET TAX RATE IMPACT PROJECTION	\$0	\$0	\$54,506	\$54,506	\$54,506	\$54,506
New Program Impact to the Mil Rate	\$0.0000	\$0.0000	\$0.0069	\$0.0069	\$0.0069	\$0.0069
New Program % Impact on Mil Rate	0.0000%	0.0000%	0.0608%	0.0307%	0.0608%	0.0307%
Mil Rate Including New Program	\$11.3400	\$22.4800	\$11.3469	\$22.4869	\$11.3469	\$22.4869

Notes: The CIP impact will begin in 2027 and remain for the 20 year life of the bond.



MaineDOT use only

AMS Advantage #: _____
CSN #: _____
PROGRAM: _____

MAINE DEPARTMENT OF TRANSPORTATION
MUNICIPAL/STATE AGREEMENT
PROPOSED IMPROVEMENTS TO ST JOHN ST, DANFORTH ST

(MaineDOT Use Only)

Project Location: <u>Portland</u>	Estimated Municipal Share: <u>\$333,460.00</u>
State WIN: <u>029696.00</u>	Vendor Customer #: <u>17A12984</u>
Federal Aid Project #: <u>2969600</u>	Agreement Begin Date: _____
	Agreement End Date: <u>5 years from last date signed</u>
	<u>below</u>

This Agreement is entered into between the **Maine Department of Transportation** (hereafter **MaineDOT**) and the **Municipality of Portland**, a municipal corporation located in the County of Cumberland (hereafter the “Municipality”) (collectively hereinafter the “Parties”).

RECITALS

- A. The scope of work that is the subject of this Agreement consists of Highway Cyclical Pavement Resurfacing on Danforth Street and St John Street, beginning at Vaughn Street and extending northwest 0.94 miles to Congress Street and on St John Street, beginning at Falmouth Street and extending north 0.31 miles north to Brighton Avenue, in Portland, Maine, (hereafter the “Project”).
- B. The Parties have a mutual interest in ensuring that the Project is delivered on a reasonable schedule and within the programmed budget, using a process that maximizes communication and cooperation between the Parties.
- C. This Agreement is intended to cover the roles and responsibilities of the Parties during the design, permitting and right-of-way phases of Project development from Project inception through completion of the Project’s Plans, Specifications and Estimate (PS&E). This Agreement is further intended to establish the financial obligations of each Party, including that of full Project development through construction.

AGREEMENT

NOW, THEREFORE, in accordance with the foregoing, the Parties agree as follows:

- D. The following checked appendices are hereby incorporated into this Agreement by reference, and any perpetual maintenance appendices shall survive the expiration of this Agreement:
- ☒ Appendix A – Project scope, cost sharing, and payment schedule (*not required for non-monetary agreements.*)
 - ☐ Appendix B – Perpetual Bicycle/Pedestrian Facility Maintenance
 - ☐ Appendix B – Perpetual Drainage Maintenance
 - ☐ Appendix B – Perpetual Landscape Maintenance
 - ☐ Appendix B – Perpetual Operation and Maintenance of Lighting/Flashing Beacon and/or signage with associated light(s)

- ☐ Appendix B – Perpetual Traffic Signal Operation and Maintenance
- ☐ Appendix B – Perpetual Traffic Signal Operation and Shared Maintenance
- ☐ Appendix B – Perpetual Bridge Lighting/Approach Lighting Maintenance & Snow Plowing
- ☒ Appendix C – Additional work requested by Municipality

E. Agreement Administration:

1. MaineDOT agrees to procure and administer a contract to construct the Project in accordance with the plans and specifications developed by MaineDOT. This would include any additional plans, specifications and estimates furnished by the Municipality and approved by MaineDOT. When applicable, refer to Appendix A of this Agreement for the outline of the scope, limits of work and cost sharing.
2. MaineDOT shall be the sole administrator of the contract to construct the Project. MaineDOT will pay all Project costs, subject to cost sharing by the Municipality, when applicable, as specified in this Agreement. Neither MaineDOT nor its contractors will be required to pay for inspections and permits from the Municipality.
3. The Municipality agrees that MaineDOT and its contractors are exempt from all local ordinances, including but not limited to the Municipality Noise Ordinance.
4. Upon acceptance of plans, specifications and estimates (PS&E), MaineDOT shall solicit competitive bids for the Project. Upon acceptance of the lowest acceptable responsive, responsible bid to construct the Project and fulfillment of all terms set forth herein, MaineDOT will submit the information to the Municipality, who will have up to five (5) business days to review the information and notify MaineDOT of any questions or concerns. If MaineDOT is not presented with any questions or concerns in the time allotted all decisions pertaining to the acceptance of the bids, the award and administration of the contract and all payments thereunder shall be the sole discretion of MaineDOT.

F. Changes to Project Scope:

5. The Municipality, at its election, may request that changes be made or work added to the Project during the period of construction, provided the Municipality agrees in writing to pay any additional cost plus an amount not to exceed ten (10%) percent of such construction cost to cover all necessary engineering, inspection and administrative costs associated therewith, unless specified otherwise. All such requests shall be subject to MaineDOT approval. In the event that the cost of these changes or work are approved for federal participation, the Municipality's additional cost may be reduced by the amount of the federal contribution.

G. Traffic Control:

6. The Municipality agrees to allow MaineDOT's contractor to control all traffic through the work areas in accordance with the Traffic Control Plan approved by MaineDOT. The development of the Traffic Control Plan will follow the process outlined below:
 - i. MaineDOT's Project Manager (PM) will, when possible, submit the Project for Traffic Analysis and Movement Evaluation (TAME), approximately one year prior to advertisement. Once the results are received, the PM/Regional Traffic Engineer will

discuss the proposed Project with the Municipality (scope, limits, day or night work, work window, etc).

- ii. The Municipality will comment on their concerns/issues related to the Traffic Control Plan within two (2) weeks of receipt.
- iii. MaineDOT's PM & Designer will incorporate these comments where practical based on engineering judgment.
- iv. If the Municipality desires, a meeting will be held prior to PS&E to review the Project design, Special Provision 105 – Limitations of Operations, Special Provision 107 - Time, etc.

H. Utilities:

- 7. The Municipality will, at no cost to MaineDOT, assure proper adjustment, relocation, or repair of any portion of a utility service, whether above or below ground, that is located within the limits of the highway right-of-way and connected to any municipal utility, which might become necessary to permit construction of the Project. The Municipality agrees to hold MaineDOT harmless from any claims for damages occurring as a result thereof.
- 8. The Municipality agrees that during and after construction it will apply the requirements of the most recent version of MaineDOT's "Utility Accommodation Rules" as the minimum guidelines not withstanding any municipal rules that are more lenient.
- 9. To the extent that it is statutorily responsible therefore, the Municipality agrees to provide utilities, and to maintain all improvements and fixtures constructed, installed or furnished as a part of the Project in such a manner as necessary to preserve the use and function thereof for the expected period of their normal useful life as determined by accepted engineering and/or industry standards. To the extent any warranty exists for said improvements or fixtures, said warranty shall be first relied on by MaineDOT to address maintenance and/or repairs described in this paragraph.

I. Governing Law:

- 10. The Municipality agrees that except for an emergency, or as allowed in 23 M.R.S.A. § 3351-A, it will prohibit the excavation of the highway within the limits of the Project for a period of at least five (5) years after completion of the Project, and agrees to make all necessary notifications to abutters and occupants of the highway as otherwise required of any municipal government under the provisions of 23 M.R.S.A. § 3351. Thereafter, all future excavations within the right-of-way of the Project shall be regulated and controlled in the manner specified by MaineDOT in its most recent "Utility Accommodation Rules", which is incorporated herein and made a part hereof by reference.
- 11. The Parties agree to: comply with and abide by all applicable State and Federal laws, statutes, rules, regulations, standards and guidelines, including the MUTCD and OSHA standards, and Agreement provisions; avoid hindering each other's performance; fulfill all obligations diligently; and cooperate in achievement of the intent of this Agreement.

J. Municipality's Responsibility:

12. When applicable, if the Municipality withdraws its financial support for the Project, leading MaineDOT to terminate the Project, the Municipality shall reimburse MaineDOT fully for all Project costs incurred in reliance on the Municipality's financial obligations outlined herein, including, but not limited to, reimbursement of all federal and state funds expended up to the time of such termination. If the Municipality fails to reimburse MaineDOT for such costs incurred, after receiving an invoice seeking such reimbursement, MaineDOT may exercise its rights of set-off to recover the requested amount.
13. The Municipality agrees to alter, move, relocate or remove, or cause to be, at no cost to the Project, any municipal property, including all fixtures, facilities or monuments, located on, under or above the ground, as necessary to permit construction of the Project, which has not otherwise been provided for during the development of the Project. Any work necessary to do so during the period of construction shall be coordinated with the contractor for the Project.
14. The Municipality will be responsible to keep new or replaced/rehabilitated pedestrian facilities in usable condition including snow and ice control.
15. The Municipality agrees to keep the right-of-way of the Project inviolate from all encroachments and agrees to remove, or cause to be removed, anything that may encroach thereon.
16. When applicable, the Municipality agrees to regulate all entrances to the highway within the limits of the Project in accordance with the provisions of 23 M.R.S.A. § 704.
17. When applicable, the Municipality agrees to limit all on-street parking to the parking spaces as designed and constructed under the Project.

K. Termination:

18. MaineDOT reserves the right to terminate the Project for any reason prior to the award of a contract to construct the Project. MaineDOT also reserves the right to terminate all provisions pertaining to work requested by the Municipality at any time prior to the award of a contract to construct the Project due to failure by the Municipality to comply with any of the conditions and stipulations set forth in this Agreement.
19. MaineDOT may postpone, suspend, abandon or otherwise terminate this Agreement upon thirty (30) days written notice to the Municipality and in no event shall any such action be deemed a breach of contract. Postponement, suspension, abandonment or termination may be taken for any reason by MaineDOT or specifically as the result of any failure by the Municipality to perform any of the services required under this Agreement to MaineDOT's satisfaction.

In the event of Project termination, all provisions of this Agreement shall become null and void except for the financial obligations set forth herein, as well as those *provisions that by their very nature are intended to survive*.

L. Miscellaneous Provisions:

20. **Debarment.** The Municipality certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. If the Municipality is unable to certify to this statement, it shall attach an explanation to this

Agreement. The Municipality shall promptly notify MaineDOT if it or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

21. All provisions of this Agreement, *except those that by their very nature are intended to survive*, shall expire at Project final voucher, or upon final payment by the Municipality of any Project costs as hereinbefore provided, whichever occurs later.
22. **State of Maine's Rights of Set-Off.** MaineDOT shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State of Maine's option to withhold for the purposes of set-off monies due the Municipality under a specific project contract up to any amounts due and owed to MaineDOT with regard to this Agreement, and any other agreement/contract with any State of Maine department or agency, including any agreement/contract for a term commencing prior to the term of this Agreement, plus any amounts due and owed to the State of Maine for any reason including without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. MaineDOT 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 MaineDOT, its representatives, or the State Controller. When applicable, MaineDOT reserves the right to withhold or reduce future Local Road Assistance payments to the Municipality for purposes of set-off to recover the amount owed.
23. **Non-Appropriation.** Anything herein to the contrary notwithstanding, the Municipality acknowledges and agrees that although the execution of this agreement by MaineDOT manifests its intent to honor its terms and to seek funding to fulfill any obligations arising hereunder, by law any such obligations are subject to available budgetary appropriations by the Maine Legislature and, therefore, this agreement does not create any obligation on behalf of MaineDOT in excess of such appropriations.
24. **Assignment.** No assignment of this agreement is contemplated, and in no event shall any assignment be made without the express written permission of MaineDOT.
25. **Notice.** Any communications, requests or notices required or appropriate to be given under this Agreement shall be in writing and may be sent via email which shall satisfy the delivery requirements of this section through express acknowledgement of receipt by the receiving party. Alternatively, communications can be mailed via U.S. Mail, Certified or Registered, Return Receipt Requested or sent via a recognized commercial carrier such as, but not limited to Federal Express, that requires a return receipt delivered to the sending party. Said communications, requests or notices shall be sent to the other party as follows:

MaineDOT: Maine Department of Transportation
 24 Child Street
 16 State House Station
 Augusta, ME 04333-0016
 Attn.: Ryan Hodgman
 Email: ryan.hodgman@maine.gov

Municipality: City of Portland
212 Canco Road, Suite B
Portland, ME 04103
Attn.: Lauren Andersen, PE
Email: landersen@portlandmaine.gov

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT effective on the day and date last signed below.

MUNICIPALITY OF PORTLAND

MAINE DEPARTMENT OF TRANSPORTATION

By: _____
Danielle West, City Manager

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

(Date Signed)

(Date Signed)

I certify that the signature above is true and accurate. I further certify that the signature, if electronic: (a) is intended to have the same force as a manual signature; (b) is unique to myself; (c) is capable of verification; and (d) is under the sole control of myself.

DRAFT

APPENDIX A
PROJECT SCOPE AND COST SHARING
MAINE DEPARTMENT OF TRANSPORTATION
MUNICIPAL/STATE AGREEMENT
Transportation Improvement Project

MUNICIPALITY OF PORTLAND

PROPOSED IMPROVEMENTS TO ST JOHN ST, DANFORTH ST

FEDERAL AID PROJECT NO. 2969600

STATE PROJECT IDENTIFICATION NUMBER (WIN) 29696.00

Project Scope:

Highway Cyclical Pavement Resurfacing on Danforth Street and St John Street, beginning at Vaughn Street and extending northwest 0.94 miles to Congress Street and on St John Street, beginning at Falmouth Street and extending north 0.31 miles north to Brighton Avenue.

Funding Outline:

The Total Project Estimated Cost is \$ 1,427,300.00 , and the Parties agree to share costs through all stages of the Project under the terms outlined below.

Work Element	Municipal Share		Project Share				Total Cost
			Federal	Portion	MaineDOT (State) Portion		
	%	\$	%	\$	%	\$	\$
Preliminary Engineering	20.0%	\$ 13,560.00	80.0%	\$ 54,240.00	0.0%	\$ -	\$ 67,800.00
Right of Way	20.0%	\$ -	80.0%	\$ -	0.0%	\$ -	\$ -
Construction	20.0%	\$ 226,000.00	80.0%	\$ 904,000.00	0.0%	\$ -	\$ 1,130,000.00
Construction Engineering	20.0%	\$ 33,900.00	80.0%	\$ 135,600.00	0.0%	\$ -	\$ 169,500.00
PROJECT SHARES		\$ 273,460.00		\$ 1,093,840.00		\$ -	\$ 1,367,300.00
Total Cost of Additional Work Requested by Municipality (Below)	100.0%	\$ 60,000.00					
TOTAL ESTIMATED MUNICIPAL SHARE (Receivable Amount)		\$ 333,460.00					

(Check if applicable)

☒ Additional Work as outlined in Appendix C to this Agreement.

Funding Outline: The Municipality agrees to pay 100% of the costs for the work outlined below.

Additional Work		Cost: 100% Municipal Share	
TYPE 1 CURB RESET ON ST JOHN STREET NEAR DARTMOUTH ST		\$	60,000.00
TYPE OF WORK		\$	-
TYPE OF WORK		\$	-
TOTAL COST OF ADDITIONAL WORK REQUESTED BY MUNICIPALITY		\$	60,000.00

Payment:

The Municipality shall submit payment to MaineDOT within 30 days from the invoice date.

1. Prior to award of the contract for Project construction, the Municipality will be invoiced a portion of its share of the cost of the Project.

Invoicing will include the following:

- a. 100% of the local share of the Preliminary Engineering and Right of Way costs; plus
- b. Fifty percent (50%) of the local share of the Construction and Construction Engineering cost based on the total bid price of the Project; plus
- c. 100% of all additional work requested by the Municipality.

2. Final Voucher Payment to the Contractor. A final bill will be created following MaineDOT's final voucher payment to the Contractor, after all quantities are verified, and any required adjustments have been made. The cost of the work for which MaineDOT will bill the Municipality shall be determined by the contract prices and the completed quantities of the work items or, in the event of termination, the local share of Project development cost to the point of termination as stipulated above. The final invoice will include the Municipality's share of any remaining costs.

Invoicing Schedule: The Municipal Payment Schedule shown below includes estimated invoicing dates based upon the estimated schedule and estimated cost of the Project:

Municipality Name	Receivable Amount	Estimated Invoice Date
CITY OF PORTLAND	\$203,510.00	1/31/2026
CITY OF PORTLAND	\$97,462.50	11/1/2026
CITY OF PORTLAND	\$32,487.50	6/1/2027
Total Receivable Amount:	\$333,460.00	

APPENDIX C
ADDITIONAL WORK

MAINE DEPARTMENT OF TRANSPORTATION
Transportation Improvement Project

1. Description of Work Being Added to Project by the Municipality:

Resetting Type 1 curb that has less than 1.5" of existing reveal on St John Street between Dartmouth Street and Brighton Avenue on Station Left and Right.

2. The Municipality agrees to furnish all plans, specifications and estimates necessary to include additional work under the Project; No ☐ - Disregard this Section, or Yes ☒ - as follows:

- a) All plans and specifications shall conform to the standards used by MaineDOT as set forth in the latest version of its "Highway Design Guide" and "Standard Details" and comply with MaineDOT's Utility Accommodation Rules.
- b) All plans shall be size "D" drawings measuring 22 inches by 36 inches reproducible in black and white print.
- c) All specifications shall be printed on 8-1/2 inch wide by 11 inch long paper suitable for binding in MaineDOT's proposal book.
- d) The Municipality shall provide a detailed engineer's estimate of the cost of such additional work calculated in a manner acceptable to MaineDOT and allowable for bidding. The Municipality agrees that all cost information developed for such bidding shall be kept confidential pursuant to the provisions of Title 23 of the Maine Revised Statutes Annotated (M.R.S.A.) Section 63.
- e) The Municipality shall obtain all permits, licenses, releases and approvals necessary or incidental to the additional work described in Section 1 above.
- f) The submission of all plans, specifications and estimates; as well as all permits, licenses, releases and approvals shall be done in such a timely manner as not to unreasonably delay MaineDOT's schedule for soliciting bids to construct the Project.
- g) The Municipality may utilize the electronic exchange of CADD data; the Municipality must accept pertinent electronic input data as specified by MaineDOT. A copy of MaineDOT's specifications can be found on its website under Business and CADD support. It is the responsibility of the Municipality to translate this data into other formats required for use in their design software.

3. Following solicitation of competitive bids for the Project under Paragraph D of the Agreement; but before award of a contract to construct the Project that includes additional work as described in Section 1 above; action must be taken by the Municipality:

Not Applicable ☐ - *Disregard this Section*, or Applicable ☒ - as follows:

- a) If the bid price received for such additional work exceeds the detailed engineers estimate by any more than ten (10%) percent, the Municipality may reject such bid price by notifying MaineDOT in writing within five (5) business days following the opening of such bids. The Municipality may waive such right by doing so in writing anytime prior to or during such period. Otherwise, all decisions pertaining to the acceptance of bids and the award of any construction contract shall be the sole discretion of MaineDOT.
- b) If the bid price for such additional work is acceptable to the Municipality, the Municipality shall pay MaineDOT, an amount equal to the Municipality's share of the estimated cost of such additional work based upon the prices of the successful bidder. Following receipt of payment, MaineDOT agrees to award a contract to construct the Project including the additional work.
- c) The parties agree that any additional adjustments to the amount of any payment or deposit made pursuant to the provisions of subparagraph b) above because of any differences between estimated and actual quantities which effects the actual cost of such additional work shall be due and payable upon determination of final quantities, unless MaineDOT determines that the actual cost of such additional work is expected to differ measurably from the amount of such payment, due to changes in quantities placed or work performed during the period of construction.

DRAFT

TEDOCS #: _____

CT#: _____

CSN#: _____

Program: _____

MAINE DEPARTMENT OF TRANSPORTATION UTILITY RECEIVABLE AGREEMENT

(MaineDOT Use Only)

Project Location: Portland
State WIN #: 029700.00
Federal Aid Project #: 2970000

Estimated Agreement Amount: \$ 55,000
Vendor Customer #: 17A12144
MaineDOT Signed Date: _____
Forecasted Agreement End Date: December 16, 2026

THIS AGREEMENT, entered into the last date signed herein at the end of this agreement, between the **Maine Department of Transportation** (hereafter the “Department”) and **CITY OF PORTLAND**, duly authorized and existing under the Laws of the State of Maine and having an office in the City of Portland, County of Cumberland (the “Utility”) (the Department and the Utility are collectively referred to as the “Parties”).

1. The Department is implementing a transportation project identified as “Federal Aid Project Number 2970000; WIN: 029700.00 (the “Project”) for highway improvements in the City of Portland, Cumberland County;
2. In connection with the Project, the Department has prepared plans and specification for the Project that resulted in the following determination:

X The Utility has expressed an interest in installing new utility facilities within the limits of the public highway right-of-way and the impact limits of the Project (the “Affected Facilities”).
3. The Affected Facilities consist of adjusting 22 sewer manholes to grade for the **City of Portland on Fore Street & Commercial Street**.
4. The Utility has prepared and provided to the Department the scope of work necessary for relocating or installing the Affected Utilities (the “Utility Work”) and the estimated costs associated therewith, which are outlined in **Appendix A**, attached hereto and made a part hereof. The costs associated with the Utility Work are the sole responsibility of the Utility.

5. The Parties wish to establish a process for including the Utility Work in the Department's construction contract for the Project.

NOW, THEREFORE, the Parties agree as follows:

6. Plans, Specifications and Estimate:

- a. The Utility shall, at its own expense, perform and provide all engineering, design and related services related to the Utility Work necessary to enable the Department and/or its consultant to generate construction plans, specifications and an estimate of material quantities for the Utility Work to be included in the Project contract. The Utility will be responsible for locating and recording the location of all Utility Work, including services and other appurtenances within the Project area. To the extent possible and consistent with laws, practices and policies of the Department and the industry, the Utility Work shall be performed in accordance with the plans and specifications provided by the Utility and, if applicable, the most recent version of the Department's Standard Specifications.
- b. All plans shall be on sheets of the same size used by the Department and be reproducible by black and white printing. Specifications shall be on 8 ½ x 11-inch paper, suitable for binding with the Department's specifications. The estimate of quantities shall be in the form prescribed by the Department. In the event of field changes to the Utility Work, the Utility shall prepare any additional plans and specifications and the Department shall prepare a Project change order and amend this Agreement incorporating any changes therein. All plans and specifications will be marked with the Federal Aid Project Number referenced in this Agreement.
- c. The Utility will provide the Department with the plans, specifications and an updated estimate as described in Appendix A no later than one month prior to the scheduled advertise date for the Project.
- d. The Utility shall be responsible for obtaining a Utility Location Permit from the Department in accordance with Title 35-A M.R.S.A. Chapter 25 and for recording the location of all utilities in a manner and form to be specified by the Department.

Standard Approach: The Department will prepare the Project contract documents to include the Utility Work specified in Appendix A. The Utility agrees to have these items included in the Department's Project construction contract. Bidders will be required to bid both the Project work and the Utility Work. The Utility Work will be paid for by the Utility, and any changes that increase the Utility Work estimate or amount will be paid for through a written modification of this agreement approved by both the Utility and the Department.

7. Inspection:

- a. The Utility shall be responsible for providing all engineering and inspection associated with the Utility Work including computing quantities for payment and other incidental and related work unless otherwise stated herein. By the end of each work day, whenever Utility Work is performed, the Utility will provide the Department's on-site representative with an itemized summary of all the Utility Work completed.
 - b. The Department shall provide inspection of the quality and compaction of backfill installed in connection with the construction contract, excluding bedding and other special backfills and materials used in the installation of the Utility Work.
 - c. If the Utility Work is included in the Project contract pursuant to Section 6.e. above, the Utility agrees to the following:
 - i. Should the Utility find the Project contractor's materials or workmanship to be insufficient in any way, the Utility agrees to inform the Department's on-site representative as soon as possible, but no later than the end of the day in which the problem is identified.
 - ii. As administrator to the construction contract, the Department's on-site representative shall be responsible for authorizing all payments relating to the Utility Work, issuing all directives to the Project's contractor and making the final determination in the event of any disagreements.
- 8. Ownership of Completed Utilities:** Upon completion of the Utility Work the Utility shall assume complete ownership of, and responsibility for, the utility facilities installed in connection with the Utility Work.
- 9. Claims:** The Utility shall be responsible for the prompt review and settlement of any claims arising from or related to the Utility Work or its impact on the Project.
- 10. Indemnification:** The Utility shall indemnify, defend and hold harmless the Department and its officers, employees, agents and assigns, from and against any and all claims, liability or expenses, including but not limited to reasonable attorney's fees and litigation costs (the "Claims"), to the extent such Claims are caused, or alleged to have been caused, by acts or omissions of the Utility or any of its officers, employees, agents, representatives, supervisors, contractors, subcontractors or consultants in connection with the performance of its obligations under this Agreement. Nothing in this Agreement is intended or shall be construed to waive any defense, immunity or limitation of liability that may be available to the Department or the Utility pursuant to the Maine Tort Claims Act (14 M.R.S. § 8101 *et seq.*) or any other privileges or immunities provided by law. The terms outlined in this section shall survive any termination or expiration of this Agreement.

11. **Buy America Requirements:** This agreement is subject to the requirements of Buy America in accordance with Federal Regulation 23 CFR 635.410 Section 1518. Specific requirements are presented in MaineDOT Standard Specification Section 100, Appendix A, Section 3.A., Buy America which are incorporated and made a part hereof by reference.
12. **Subsequent Excavations and/or Installations:** Except in the case of an emergency, the Utility acknowledges and agrees to refrain from applying for a permit for the excavation of the highway within the limits of the Project for a period of at least 3 years following the completion of the Project, and agrees to make all necessary notifications to abutters and occupants of the highway as otherwise required of any municipal government under the provisions of 23 M.R.S.A. § 3351. In all cases, whether an excavation moratorium as described above applies, or as in the case of Light Capital Paving projects where no excavation moratorium applies, the Utility further acknowledges and agrees that all subsequent excavations and/or installations within the right-of-way of the Project limits shall be regulated and controlled in the manner specified by the most recent version of the Department's *"Utility Accommodation Rules"*, which are incorporated and made a part hereof by reference. The terms outlined in this section shall survive any termination or expiration of this Agreement.
13. **Non-Appropriation and Termination:** Anything herein to the contrary notwithstanding, the Utility acknowledges and agrees that, although the execution of this Agreement by the Department manifests the Department's intent to honor its terms and to seek funding to fulfill any obligations arising hereunder, by law any such obligations are subject to available budgetary appropriations by the Maine Legislature and, therefore, this Agreement does not create any obligation on behalf of the Department in excess of such appropriations. In the event of unanticipated impacts on the Project, such as, changes in the Project design, or a loss in Project funding, or a delay in advertising or awarding of the contract, the Department may postpone, suspend, abandon or otherwise terminate this Agreement upon thirty (30) days written notice to the Utility and in no event shall any such action be deemed a breach of contract.
14. **Payment:** If the Utility Work is included in the Project contract pursuant to Section 6.e. above, the Utility agrees to reimburse the Department for the full amount of the cost of the utility work. A detailed breakdown of the anticipated cost of the Utility Work is attached hereto and incorporated herein as Appendix A. The Department will issue a final invoice after all the Utility Work is complete, all quantities are verified, and any required adjustments have been made. The Department, at its sole discretion, may issue periodic invoices for portions of the Utility Work as it is being completed. The final invoice will include any remaining costs or credits. The Utility shall submit payment to the Department within 30 days from the invoice date.

15. Contact Information:

For the Department:

Name: David Ouellette
Address: 16 Statehouse Station
Augusta, ME 04333
E-mail: david.ouellette@maine.gov
Telephone: 207-441-7965

For the Utility:

Name: Lauren Andersen
Address: 212 Canco Road
Portland, ME 04103
E-mail: landersen@portlandmaine.gov
Telephone: 207-874-8844

16. No Relief of Responsibilities: Nothing in this agreement is intended, nor shall be interpreted, to relieve the Utility of any responsibilities or duties imposed upon it by law.

IN **WITNESS WHEREOF**, the Parties hereto have executed this Agreement effective on the date last signed below.

CITY OF PORTLAND

By: _____

Print Name: Danielle West

City Manager
Duly Authorized

DATE: _____

**STATE OF MAINE
DEPARTMENT OF TRANSPORTATION**

By: _____

Print Name: Ryan Hodgman

Sr. Project Manager
Duly Authorized

DATE: _____

APPENDIX A
PROJECT SCOPE

MAINE DEPARTMENT OF TRANSPORTATION
UTILITY RECEIVABLE AGREEMENT

CITY OF PORTLAND
Portland, ME

FEDERAL AID PROJECT NO. 2970000
STATE PROJECT IDENTIFICATION NUMBER (WIN) 029700.00

Project Scope: Adjust 22 sewer manholes to grade for the City of Portland

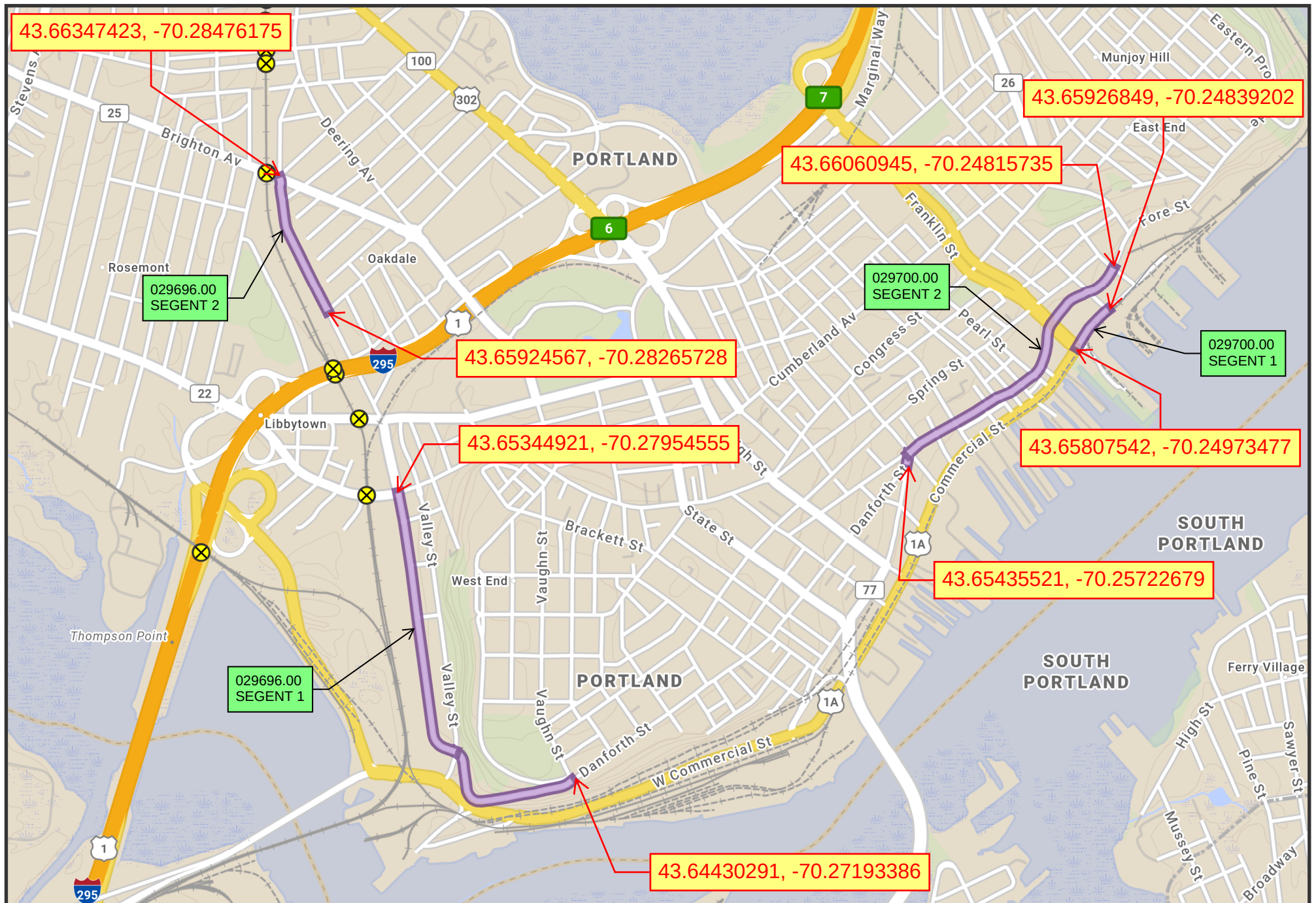
ESTIMATE OF UTILITY WORK:

Item #	Pay Item	Estimated Quantity/Unit	Unit Price	Utility Cost
812.162	ADJUST SEWER MANHOLE TO GRADE	22 EA	2,500	55,000
Total Cost:				55,000

ESTIMATED PAYMENT SCHEDULE:

Utility	Payment Amount	Estimated Invoice Date
City of Portland	\$55,000	December 16, 2026

PORTLAND - HCPR_LOCATION MAP



The Maine Department of Transportation provides this publication for information only. Reliance upon this information is at user risk. It is subject to revision and may be incomplete depending upon changing conditions. The Department assumes no liability if injuries or damages result from this information. This map is not intended to support emergency dispatch.

0.5
1 inch = 0.38 miles
Miles
Page 165

Date: 9/26/2025
Time: 3:08:06 PM

MEMORANDUM
City Council Agenda Item

DISTRIBUTE TO: City Manager, Mayor, Greg Jordan, Annie James

FROM: Lauren Andersen, Department of Public Works

DATE: November 24, 2025

SUBJECT: Maine Department of Transportation – Municipal/State Agreement
& Utility Receivable Agreement– Improvements to St.
John/Danforth/Fore/Commercial

SPONSOR: Danielle West, City Manager

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st reading: 12/15/25 **Final Action:** 1/5/26

Can action be taken at a later date: ____ Yes **X** No (If no why not?)

This agreement must be approved by City Council and signed by the City Manager prior to the project starting design and going out to bid. DOT is scheduled to start design in January and advertise in February; the agreement must be signed prior to starting any design work. Historically with an earlier bid date bid pricing will be improved.

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

Not Applicable

I. ONE SENTENCE SUMMARY

City Council is being asked to approve the attached Municipal/State Agreements and the Utility Receivable Agreements, which would allow MaineDOT to move ahead with its plans to improve and pave St. John Street – Valley Street to Congress Street and Falmouth Street to Park Avenue; Danforth Street – Valley Street to Vaughan Street; Fore Street – Center Street to Hancock Street; and Commercial Street – Franklin Street to India Street, a total of approximately 1.76 miles. The agreement obligates the City to pay a portion of the project costs.

II. AGENDA DESCRIPTION

This project is part of MaineDOT's Highway Corridor Priority 3 & 4 Paving Program (Previously known as the Collector Paving Program). The State administers the project and typically 80% of project costs are paid by federal funding. The City has requested additional Americans with Disabilities Act (ADA) work and curb adjustment work to be added to this project which will be a 100% City contribution. By signing the partnership agreement, it enables MaineDOT to proceed with the project and obligates the City to pay for 20% of the original estimated project cost and 100% of the requested added ADA and curb work; the City share is estimated to be \$621,740. The City is also obligated to pay 100% of manhole adjustments, the cost

of which is estimated to be \$105,000 which are part of the Utility Agreement. MaineDOT, using federal funding, will be paying the rest of the project costs.

III. BACKGROUND

The St. John, Danforth, Fore, and Commercial Streets paving project is part of MaineDOT's 2026 work plan. The scope of the project work includes a shoulder mill, curb work, ADA ramp reconstruction, 1.25" overlay, and re-striping after final paving. The City has requested additional ADA ramp improvements and additional curb reset due to the high pedestrian activity in this area and the condition of the ramps and curb reveal. DOT's original scope does not include ADA ramp reconstruction on side streets and there are portions of very low curb reveal that need resetting that were not included in the original scope. Addressing these items when there is a contractor in the area is the most economical way to address this lacking infrastructure. It is important that these areas are addressed because this covers multiple areas with high pedestrian activity and is vital to pedestrians. In addition, the better curb reveal allows for better drainage on the road. The City is responsible for 20% of the original projects costs and 100% of these added work costs.

IV. INTENDED RESULT AND OR COUNCIL GOAL ADDRESSED

The St. John/Danforth/Fore/Commercial project will improve the pavement surface and ride quality on two regionally important minor arterials and two regionally important major collectors. The project will improve ADA ramps for a better and safer pedestrian experience. DOT will pay for a majority of the project costs.

V. FINANCIAL IMPACT

The City is obligated to pay 20% of the estimated original projects costs and 100% of the estimated project cost for the additional work requested by the municipality, or \$621,740, as well as \$105,000 for utility adjustments and 100% of any overages due to added scope or unforeseen conditions in the project area. The total City cost of this project, estimated to be \$726,740, would be paid from multiple FY26 CIP accounts. An account created for this type of match funding (C26115 – PACTS Collector Paving) will be used for the paving and ADA costs while the utility adjustments will come from a mixture of Water Resources and Paving accounts established for this type of utility work required on paving projects. Any additional funds needed will come from FY26 CIP Sidewalk Account. A fiscal impact note is attached with this agenda request. MaineDOT, using federal funding, will be paying \$1,966,960.

VI. STAFF ANALYSIS AND BACKGROUND THAT WILL NOT APPEAR IN THE AGENDA DESCRIPTION

St. John Street and Commercial Street are Minor Arterials in the City of Portland, both with an AADT of almost more than 12,500 cars per day. Danforth Street and Fore Street are both Major Collectors with an AADT between 3,500 and 6,500 cars per day. These roads are major connectors in Portland, and have a large pedestrian presence. The roads were ranked between Fair and Very Poor Pavement Condition Index (depending on location) when it was last evaluated in 2022 and have probably deteriorated further in that time. Without this project, these roads will continue to decline and the ramps will remain non-compliant and hazardous for pedestrians.

VII. RECOMMENDATION

The Department of Public Works recommends approving and signing the subject agreements to allow the State to improve St. John/Danforth/Fore/Commercial in 2026.

VIII. LIST ATTACHMENTS

29696.00 St. John & Danforth –Municipal-State Agreement
29696.00 St. John & Danforth - Utility Receivable Agreement
029700.00 Fore & Comm – Municipal-State Agreement
029700.00 Fore & Comm - Utility Receivable Agreement
Project Location Map
Fiscal Impact Note

Prepared by: Lauren Andersen
Date: November 24, 2025



AMS Advantage #: _____
CSN #: _____
PROGRAM: _____

MAINE DEPARTMENT OF TRANSPORTATION
MUNICIPAL/STATE AGREEMENT
PROPOSED IMPROVEMENTS TO FORE ST, COMMERCIAL ST

(MaineDOT Use Only)

Project Location: Portland
State WIN: 029700.00
Federal Aid Project #: 2970000

Estimated Municipal Share: \$288,280.00
Vendor Customer #: 17A12984
Agreement Begin Date: _____
Agreement End Date: 5 years from last date signed
below

This Agreement is entered into between the **Maine Department of Transportation** (hereafter **MaineDOT**) and the **Municipality of Portland**, a municipal corporation located in the County of Cumberland (hereafter the "Municipality") (collectively hereinafter the "Parties").

RECITALS

- A. The scope of work that is the subject of this Agreement consists of Highway Cyclical Pavement Resurfacing on Fore Street beginning at Hancock Street and extending south 0.67 of a mile to Danforth Street and Commercial Street beginning at Franklin Street and extending north 0.11 of a mile to India Street. in Portland, Maine, (hereafter the "Project").
- B. The Parties have a mutual interest in ensuring that the Project is delivered on a reasonable schedule and within the programmed budget, using a process that maximizes communication and cooperation between the Parties.
- C. This Agreement is intended to cover the roles and responsibilities of the Parties during the design, permitting and right-of-way phases of Project development from Project inception through completion of the Project's Plans, Specifications and Estimate (PS&E). This Agreement is further intended to establish the financial obligations of each Party, including that of full Project development through construction.

AGREEMENT

NOW, THEREFORE, in accordance with the foregoing, the Parties agree as follows:

- D. The following checked appendices are hereby incorporated into this Agreement by reference, and any perpetual maintenance appendices shall survive the expiration of this Agreement:
- ☒ Appendix A – Project scope, cost sharing, and payment schedule (*not required for non-monetary agreements.*)
 - ☐ Appendix B – Perpetual Bicycle/Pedestrian Facility Maintenance
 - ☐ Appendix B – Perpetual Drainage Maintenance
 - ☐ Appendix B – Perpetual Landscape Maintenance
 - ☐ Appendix B – Perpetual Operation and Maintenance of Lighting/Flashing Beacon and/or signage with associated light(s)

- ☐ Appendix B – Perpetual Traffic Signal Operation and Maintenance
- ☐ Appendix B – Perpetual Traffic Signal Operation and Shared Maintenance
- ☐ Appendix B – Perpetual Bridge Lighting/Approach Lighting Maintenance & Snow Plowing
- ☒ Appendix C – Additional work requested by Municipality

E. Agreement Administration:

1. MaineDOT agrees to procure and administer a contract to construct the Project in accordance with the plans and specifications developed by MaineDOT. This would include any additional plans, specifications and estimates furnished by the Municipality and approved by MaineDOT. When applicable, refer to Appendix A of this Agreement for the outline of the scope, limits of work and cost sharing.
2. MaineDOT shall be the sole administrator of the contract to construct the Project. MaineDOT will pay all Project costs, subject to cost sharing by the Municipality, when applicable, as specified in this Agreement. Neither MaineDOT nor its contractors will be required to pay for inspections and permits from the Municipality.
3. The Municipality agrees that MaineDOT and its contractors are exempt from all local ordinances, including but not limited to the Municipality Noise Ordinance.
4. Upon acceptance of plans, specifications and estimates (PS&E), MaineDOT shall solicit competitive bids for the Project. Upon acceptance of the lowest acceptable responsive, responsible bid to construct the Project and fulfillment of all terms set forth herein, MaineDOT will submit the information to the Municipality, who will have up to five (5) business days to review the information and notify MaineDOT of any questions or concerns. If MaineDOT is not presented with any questions or concerns in the time allotted all decisions pertaining to the acceptance of the bids, the award and administration of the contract and all payments thereunder shall be the sole discretion of MaineDOT.

F. Changes to Project Scope:

5. The Municipality, at its election, may request that changes be made or work added to the Project during the period of construction, provided the Municipality agrees in writing to pay any additional cost plus an amount not to exceed ten (10%) percent of such construction cost to cover all necessary engineering, inspection and administrative costs associated therewith, unless specified otherwise. All such requests shall be subject to MaineDOT approval. In the event that the cost of these changes or work are approved for federal participation, the Municipality's additional cost may be reduced by the amount of the federal contribution.

G. Traffic Control:

6. The Municipality agrees to allow MaineDOT's contractor to control all traffic through the work areas in accordance with the Traffic Control Plan approved by MaineDOT. The development of the Traffic Control Plan will follow the process outlined below:
 - i. MaineDOT's Project Manager (PM) will, when possible, submit the Project for Traffic Analysis and Movement Evaluation (TAME), approximately one year prior to advertisement. Once the results are received, the PM/Regional Traffic Engineer will

discuss the proposed Project with the Municipality (scope, limits, day or night work, work window, etc).

- ii. The Municipality will comment on their concerns/issues related to the Traffic Control Plan within two (2) weeks of receipt.
- iii. MaineDOT's PM & Designer will incorporate these comments where practical based on engineering judgment.
- iv. If the Municipality desires, a meeting will be held prior to PS&E to review the Project design, Special Provision 105 – Limitations of Operations, Special Provision 107 - Time, etc.

H. Utilities:

- 7. The Municipality will, at no cost to MaineDOT, assure proper adjustment, relocation, or repair of any portion of a utility service, whether above or below ground, that is located within the limits of the highway right-of-way and connected to any municipal utility, which might become necessary to permit construction of the Project. The Municipality agrees to hold MaineDOT harmless from any claims for damages occurring as a result thereof.
- 8. The Municipality agrees that during and after construction it will apply the requirements of the most recent version of MaineDOT's "Utility Accommodation Rules" as the minimum guidelines not withstanding any municipal rules that are more lenient.
- 9. To the extent that it is statutorily responsible therefore, the Municipality agrees to provide utilities, and to maintain all improvements and fixtures constructed, installed or furnished as a part of the Project in such a manner as necessary to preserve the use and function thereof for the expected period of their normal useful life as determined by accepted engineering and/or industry standards. To the extent any warranty exists for said improvements or fixtures, said warranty shall be first relied on by MaineDOT to address maintenance and/or repairs described in this paragraph.

I. Governing Law:

- 10. The Municipality agrees that except for an emergency, or as allowed in 23 M.R.S.A. § 3351-A, it will prohibit the excavation of the highway within the limits of the Project for a period of at least five (5) years after completion of the Project, and agrees to make all necessary notifications to abutters and occupants of the highway as otherwise required of any municipal government under the provisions of 23 M.R.S.A. § 3351. Thereafter, all future excavations within the right-of-way of the Project shall be regulated and controlled in the manner specified by MaineDOT in its most recent "Utility Accommodation Rules", which is incorporated herein and made a part hereof by reference.
- 11. The Parties agree to: comply with and abide by all applicable State and Federal laws, statutes, rules, regulations, standards and guidelines, including the MUTCD and OSHA standards, and Agreement provisions; avoid hindering each other's performance; fulfill all obligations diligently; and cooperate in achievement of the intent of this Agreement.

J. Municipality's Responsibility:

12. When applicable, if the Municipality withdraws its financial support for the Project, leading MaineDOT to terminate the Project, the Municipality shall reimburse MaineDOT fully for all Project costs incurred in reliance on the Municipality's financial obligations outlined herein, including, but not limited to, reimbursement of all federal and state funds expended up to the time of such termination. If the Municipality fails to reimburse MaineDOT for such costs incurred, after receiving an invoice seeking such reimbursement, MaineDOT may exercise its rights of set-off to recover the requested amount.
13. The Municipality agrees to alter, move, relocate or remove, or cause to be, at no cost to the Project, any municipal property, including all fixtures, facilities or monuments, located on, under or above the ground, as necessary to permit construction of the Project, which has not otherwise been provided for during the development of the Project. Any work necessary to do so during the period of construction shall be coordinated with the contractor for the Project.
14. The Municipality will be responsible to keep new or replaced/rehabilitated pedestrian facilities in usable condition including snow and ice control.
15. The Municipality agrees to keep the right-of-way of the Project inviolate from all encroachments and agrees to remove, or cause to be removed, anything that may encroach thereon.
16. When applicable, the Municipality agrees to regulate all entrances to the highway within the limits of the Project in accordance with the provisions of 23 M.R.S.A. § 704.
17. When applicable, the Municipality agrees to limit all on-street parking to the parking spaces as designed and constructed under the Project.

K. Termination:

18. MaineDOT reserves the right to terminate the Project for any reason prior to the award of a contract to construct the Project. MaineDOT also reserves the right to terminate all provisions pertaining to work requested by the Municipality at any time prior to the award of a contract to construct the Project due to failure by the Municipality to comply with any of the conditions and stipulations set forth in this Agreement.
19. MaineDOT may postpone, suspend, abandon or otherwise terminate this Agreement upon thirty (30) days written notice to the Municipality and in no event shall any such action be deemed a breach of contract. Postponement, suspension, abandonment or termination may be taken for any reason by MaineDOT or specifically as the result of any failure by the Municipality to perform any of the services required under this Agreement to MaineDOT's satisfaction.

In the event of Project termination, all provisions of this Agreement shall become null and void except for the financial obligations set forth herein, as well as those *provisions that by their very nature are intended to survive*.

L. Miscellaneous Provisions:

20. **Debarment.** The Municipality certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. If the Municipality is unable to certify to this statement, it shall attach an explanation to this

Agreement. The Municipality shall promptly notify MaineDOT if it or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

21. All provisions of this Agreement, *except those that by their very nature are intended to survive*, shall expire at Project final voucher, or upon final payment by the Municipality of any Project costs as hereinbefore provided, whichever occurs later.
22. **State of Maine's Rights of Set-Off.** MaineDOT shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State of Maine's option to withhold for the purposes of set-off monies due the Municipality under a specific project contract up to any amounts due and owed to MaineDOT with regard to this Agreement, and any other agreement/contract with any State of Maine department or agency, including any agreement/contract for a term commencing prior to the term of this Agreement, plus any amounts due and owed to the State of Maine for any reason including without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. MaineDOT 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 MaineDOT, its representatives, or the State Controller. When applicable, MaineDOT reserves the right to withhold or reduce future Local Road Assistance payments to the Municipality for purposes of set-off to recover the amount owed.
23. **Non-Appropriation.** Anything herein to the contrary notwithstanding, the Municipality acknowledges and agrees that although the execution of this agreement by MaineDOT manifests its intent to honor its terms and to seek funding to fulfill any obligations arising hereunder, by law any such obligations are subject to available budgetary appropriations by the Maine Legislature and, therefore, this agreement does not create any obligation on behalf of MaineDOT in excess of such appropriations.
24. **Assignment.** No assignment of this agreement is contemplated, and in no event shall any assignment be made without the express written permission of MaineDOT.
25. **Notice.** Any communications, requests or notices required or appropriate to be given under this Agreement shall be in writing and may be sent via email which shall satisfy the delivery requirements of this section through express acknowledgement of receipt by the receiving party. Alternatively, communications can be mailed via U.S. Mail, Certified or Registered, Return Receipt Requested or sent via a recognized commercial carrier such as, but not limited to Federal Express, that requires a return receipt delivered to the sending party. Said communications, requests or notices shall be sent to the other party as follows:

MaineDOT: Maine Department of Transportation
 24 Child Street
 16 State House Station
 Augusta, ME 04333-0016
 Attn.: Ryan Hodgman
 Email: ryan.hodgman@maine.gov

Municipality: City of Portland
212 Canco Road, Suite B
Portland, ME 04103
Attn.: Lauren Andersen, PE
Email: landersen@portlandmaine.gov

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT effective on the day and date last signed below.

MUNICIPALITY OF PORTLAND

MAINE DEPARTMENT OF TRANSPORTATION

By: _____
Danielle West, City Manager

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

(Date Signed)

(Date Signed)

I certify that the signature above is true and accurate. I further certify that the signature, if electronic: (a) is intended to have the same force as a manual signature; (b) is unique to myself; (c) is capable of verification; and (d) is under the sole control of myself.

APPENDIX A
PROJECT SCOPE AND COST SHARING
MAINE DEPARTMENT OF TRANSPORTATION
MUNICIPAL/STATE AGREEMENT
Transportation Improvement Project

MUNICIPALITY OF PORTLAND

PROPOSED IMPROVEMENTS TO FORE STREET, COMMERCIAL STREET

FEDERAL AID PROJECT NO. 2970000

STATE PROJECT IDENTIFICATION NUMBER (WIN) 029700.00

Project Scope:

Highway Cyclical Pavement Resurfacing on Fore Street beginning at Hancock Street and extending south 0.67 of a mile to Danforth Street and Commercial Street beginning at Franklin Street and extending north 0.11 of a mile to India Street.

Funding Outline:

The Total Project Estimated Cost is \$ 1,101,400.00 , and the Parties agree to share costs through all stages of the Project under the terms outlined below.

Work Element	Municipal Share		Project Share				Total Cost
			Federal	Portion	MaineDOT (State) Portion		
	%	\$	%	\$	%	\$	\$
Preliminary Engineering	20.0%	\$ 10,080.00	80.0%	\$ 40,320.00	0.0%	\$ -	\$ 50,400.00
Right of Way	20.0%	\$ -	80.0%	\$ -	0.0%	\$ -	\$ -
Construction	20.0%	\$ 168,000.00	80.0%	\$ 672,000.00	0.0%	\$ -	\$ 840,000.00
Construction Engineering	20.0%	\$ 25,200.00	80.0%	\$ 100,800.00	0.0%	\$ -	\$ 126,000.00
PROJECT SHARES		\$ 203,280.00		\$ 813,120.00		\$ -	\$ 1,016,400.00
Total Cost of Additional Work Requested by Municipality (Below)	100.0%	\$ 85,000.00					
TOTAL ESTIMATED MUNICIPAL SHARE (Receivable Amount)		\$ 288,280.00					

(Check if applicable)

☒ Additional Work as outlined in Appendix C to this Agreement.

Funding Outline: The Municipality agrees to pay 100% of the costs for the work outlined below.

Additional Work		Cost: 100% Municipal Share	
Remove and rebuild existing brick pedestrian ramps, sidewalks and driveways		\$	85,000.00
TYPE OF WORK		\$	-
TYPE OF WORK		\$	-
TOTAL COST OF ADDITIONAL WORK REQUESTED BY MUNICIPALITY		\$	85,000.00

Payment:

The Municipality shall submit payment to MaineDOT within 30 days from the invoice date.

1. Prior to award of the contract for Project construction, the Municipality will be invoiced a portion of its share of the cost of the Project.

Invoicing will include the following:

- a. 100% of the local share of the Preliminary Engineering and Right of Way costs; plus
- b. Fifty percent (50%) of the local share of the Construction and Construction Engineering cost based on the total bid price of the Project; plus
- c. 100% of all additional work requested by the Municipality.

2. Final Voucher Payment to the Contractor. A final bill will be created following MaineDOT's final voucher payment to the Contractor, after all quantities are verified, and any required adjustments have been made. The cost of the work for which MaineDOT will bill the Municipality shall be determined by the contract prices and the completed quantities of the work items or, in the event of termination, the local share of Project development cost to the point of termination as stipulated above. The final invoice will include the Municipality's share of any remaining costs.

Invoicing Schedule: The Municipal Payment Schedule shown below includes estimated invoicing dates based upon the estimated schedule and estimated cost of the Project:

Municipality Name	Receivable Amount	Estimated Invoice Date
CITY OF PORTLAND	\$191,680.00	1/31/2026
CITY OF PORTLAND	\$72,450.00	11/1/2026
CITY OF PORTLAND	\$24,150.00	6/1/2027
Total Receivable Amount:	\$288,280.00	

Project Information
Municipality Name: PORTLAND
Federal Aid Project #: 2970000
WIN: 029700.00

APPENDIX C
ADDITIONAL WORK

MAINE DEPARTMENT OF TRANSPORTATION
Transportation Improvement Project

1. Description of Work Being Added to Project by the Municipality:

Remove and rebuild existing brick pedestrian ramps, sidewalks and driveways at various locations along the project that are not being removed and rebuilt by the Department.

2. The Municipality agrees to furnish all plans, specifications and estimates necessary to include additional work under the Project; No ☒ - Disregard this Section, or Yes ☐ - as follows:

- a) All plans and specifications shall conform to the standards used by MaineDOT as set forth in the latest version of its "Highway Design Guide" and "Standard Details" and comply with MaineDOT's Utility Accommodation Rules.
- b) All plans shall be size "D" drawings measuring 22 inches by 36 inches reproducible in black and white print.
- c) All specifications shall be printed on 8-1/2 inch wide by 11 inch long paper suitable for binding in MaineDOT's proposal book.
- d) The Municipality shall provide a detailed engineer's estimate of the cost of such additional work calculated in a manner acceptable to MaineDOT and allowable for bidding. The Municipality agrees that all cost information developed for such bidding shall be kept confidential pursuant to the provisions of Title 23 of the Maine Revised Statutes Annotated (M.R.S.A.) Section 63.
- e) The Municipality shall obtain all permits, licenses, releases and approvals necessary or incidental to the additional work described in Section 1 above.
- f) The submission of all plans, specifications and estimates; as well as all permits, licenses, releases and approvals shall be done in such a timely manner as not to unreasonably delay MaineDOT's schedule for soliciting bids to construct the Project.
- g) The Municipality may utilize the electronic exchange of CADD data; the Municipality must accept pertinent electronic input data as specified by MaineDOT. A copy of MaineDOT's specifications can be found on its website under Business and CADD support. It is the responsibility of the Municipality to translate this data into other formats required for use in their design software.

3. Following solicitation of competitive bids for the Project under Paragraph D of the Agreement; but before award of a contract to construct the Project that includes additional work as described in Section 1 above; action must be taken by the Municipality:

Not Applicable ☐ - *Disregard this Section*, or Applicable ☒ - as follows:

- a) If the bid price received for such additional work exceeds the detailed engineers estimate by any more than ten (10%) percent, the Municipality may reject such bid price by notifying MaineDOT in writing within five (5) business days following the opening of such bids. The Municipality may waive such right by doing so in writing anytime prior to or during such period. Otherwise, all decisions pertaining to the acceptance of bids and the award of any construction contract shall be the sole discretion of MaineDOT.
- b) If the bid price for such additional work is acceptable to the Municipality, the Municipality shall pay MaineDOT, an amount equal to the Municipality's share of the estimated cost of such additional work based upon the prices of the successful bidder. Following receipt of payment, MaineDOT agrees to award a contract to construct the Project including the additional work.
- c) The parties agree that any additional adjustments to the amount of any payment or deposit made pursuant to the provisions of subparagraph b) above because of any differences between estimated and actual quantities which effects the actual cost of such additional work shall be due and payable upon determination of final quantities, unless MaineDOT determines that the actual cost of such additional work is expected to differ measurably from the amount of such payment, due to changes in quantities placed or work performed during the period of construction.

TEDOCS #: _____

CT#: _____

CSN#: _____

Program: _____

MAINE DEPARTMENT OF TRANSPORTATION UTILITY RECEIVABLE AGREEMENT

(MaineDOT Use Only)

Project Location: Portland
State WIN #: 029696.00
Federal Aid Project #: 2969600

Estimated Agreement Amount: \$ 50,000
Vendor Customer #: 17A12144
MaineDOT Signed Date: _____
Forecasted Agreement End Date: December 16, 2026

THIS AGREEMENT, entered into the last date signed herein at the end of this agreement, between the **Maine Department of Transportation** (hereafter the “Department”) and **CITY OF PORTLAND**, duly authorized and existing under the Laws of the State of Maine and having an office in the City of Portland, County of Cumberland (the “Utility”) (the Department and the Utility are collectively referred to as the “Parties”).

1. The Department is implementing a transportation project identified as “Federal Aid Project Number 2969600; WIN: 029696.00 (the “Project”) for highway improvements in the City of Portland, Cumberland County;
2. In connection with the Project, the Department has prepared plans and specification for the Project that resulted in the following determination:

X The Utility has expressed an interest in installing new utility facilities within the limits of the public highway right-of-way and the impact limits of the Project (the “Affected Facilities”).
3. The Affected Facilities consist of adjusting 20 sewer manholes to grade for the **City of Portland on St. John Street & Danforth Street**.
4. The Utility has prepared and provided to the Department the scope of work necessary for relocating or installing the Affected Utilities (the “Utility Work”) and the estimated costs associated therewith, which are outlined in **Appendix A**, attached hereto and made a part hereof. The costs associated with the Utility Work are the sole responsibility of the Utility.

5. The Parties wish to establish a process for including the Utility Work in the Department's construction contract for the Project.

NOW, THEREFORE, the Parties agree as follows:

6. Plans, Specifications and Estimate:

- a. The Utility shall, at its own expense, perform and provide all engineering, design and related services related to the Utility Work necessary to enable the Department and/or its consultant to generate construction plans, specifications and an estimate of material quantities for the Utility Work to be included in the Project contract. The Utility will be responsible for locating and recording the location of all Utility Work, including services and other appurtenances within the Project area. To the extent possible and consistent with laws, practices and policies of the Department and the industry, the Utility Work shall be performed in accordance with the plans and specifications provided by the Utility and, if applicable, the most recent version of the Department's Standard Specifications.
- b. All plans shall be on sheets of the same size used by the Department and be reproducible by black and white printing. Specifications shall be on 8 ½ x 11-inch paper, suitable for binding with the Department's specifications. The estimate of quantities shall be in the form prescribed by the Department. In the event of field changes to the Utility Work, the Utility shall prepare any additional plans and specifications and the Department shall prepare a Project change order and amend this Agreement incorporating any changes therein. All plans and specifications will be marked with the Federal Aid Project Number referenced in this Agreement.
- c. The Utility will provide the Department with the plans, specifications and an updated estimate as described in Appendix A no later than one month prior to the scheduled advertise date for the Project.
- d. The Utility shall be responsible for obtaining a Utility Location Permit from the Department in accordance with Title 35-A M.R.S.A. Chapter 25 and for recording the location of all utilities in a manner and form to be specified by the Department.

Standard Approach: The Department will prepare the Project contract documents to include the Utility Work specified in Appendix A. The Utility agrees to have these items included in the Department's Project construction contract. Bidders will be required to bid both the Project work and the Utility Work. The Utility Work will be paid for by the Utility, and any changes that increase the Utility Work estimate or amount will be paid for through a written modification of this agreement approved by both the Utility and the Department.

7. Inspection:

- a. The Utility shall be responsible for providing all engineering and inspection associated with the Utility Work including computing quantities for payment and other incidental and related work unless otherwise stated herein. By the end of each work day, whenever Utility Work is performed, the Utility will provide the Department's on-site representative with an itemized summary of all the Utility Work completed.
- b. The Department shall provide inspection of the quality and compaction of backfill installed in connection with the construction contract, excluding bedding and other special backfills and materials used in the installation of the Utility Work.
- c. If the Utility Work is included in the Project contract pursuant to Section 6.e. above, the Utility agrees to the following:
 - i. Should the Utility find the Project contractor's materials or workmanship to be insufficient in any way, the Utility agrees to inform the Department's on-site representative as soon as possible, but no later than the end of the day in which the problem is identified.
 - ii. As administrator to the construction contract, the Department's on-site representative shall be responsible for authorizing all payments relating to the Utility Work, issuing all directives to the Project's contractor and making the final determination in the event of any disagreements.

8. Ownership of Completed Utilities: Upon completion of the Utility Work the Utility shall assume complete ownership of, and responsibility for, the utility facilities installed in connection with the Utility Work.

9. Claims: The Utility shall be responsible for the prompt review and settlement of any claims arising from or related to the Utility Work or its impact on the Project.

10. Indemnification: The Utility shall indemnify, defend and hold harmless the Department and its officers, employees, agents and assigns, from and against any and all claims, liability or expenses, including but not limited to reasonable attorney's fees and litigation costs (the "Claims"), to the extent such Claims are caused, or alleged to have been caused, by acts or omissions of the Utility or any of its officers, employees, agents, representatives, supervisors, contractors, subcontractors or consultants in connection with the performance of its obligations under this Agreement. Nothing in this Agreement is intended or shall be construed to waive any defense, immunity or limitation of liability that may be available to the Department or the Utility pursuant to the Maine Tort Claims Act (14 M.R.S. § 8101 *et seq.*) or any other privileges or immunities provided by law. The terms outlined in this section shall survive any termination or expiration of this Agreement.

11. **Buy America Requirements:** This agreement is subject to the requirements of Buy America in accordance with Federal Regulation 23 CFR 635.410 Section 1518. Specific requirements are presented in MaineDOT Standard Specification Section 100, Appendix A, Section 3.A., Buy America which are incorporated and made a part hereof by reference.
12. **Subsequent Excavations and/or Installations:** Except in the case of an emergency, the Utility acknowledges and agrees to refrain from applying for a permit for the excavation of the highway within the limits of the Project for a period of at least 3 years following the completion of the Project, and agrees to make all necessary notifications to abutters and occupants of the highway as otherwise required of any municipal government under the provisions of 23 M.R.S.A. § 3351. In all cases, whether an excavation moratorium as described above applies, or as in the case of Light Capital Paving projects where no excavation moratorium applies, the Utility further acknowledges and agrees that all subsequent excavations and/or installations within the right-of-way of the Project limits shall be regulated and controlled in the manner specified by the most recent version of the Department's *"Utility Accommodation Rules"*, which are incorporated and made a part hereof by reference. The terms outlined in this section shall survive any termination or expiration of this Agreement.
13. **Non-Appropriation and Termination:** Anything herein to the contrary notwithstanding, the Utility acknowledges and agrees that, although the execution of this Agreement by the Department manifests the Department's intent to honor its terms and to seek funding to fulfill any obligations arising hereunder, by law any such obligations are subject to available budgetary appropriations by the Maine Legislature and, therefore, this Agreement does not create any obligation on behalf of the Department in excess of such appropriations. In the event of unanticipated impacts on the Project, such as, changes in the Project design, or a loss in Project funding, or a delay in advertising or awarding of the contract, the Department may postpone, suspend, abandon or otherwise terminate this Agreement upon thirty (30) days written notice to the Utility and in no event shall any such action be deemed a breach of contract.
14. **Payment:** If the Utility Work is included in the Project contract pursuant to Section 6.e. above, the Utility agrees to reimburse the Department for the full amount of the cost of the utility work. A detailed breakdown of the anticipated cost of the Utility Work is attached hereto and incorporated herein as Appendix A. The Department will issue a final invoice after all the Utility Work is complete, all quantities are verified, and any required adjustments have been made. The Department, at its sole discretion, may issue periodic invoices for portions of the Utility Work as it is being completed. The final invoice will include any remaining costs or credits. The Utility shall submit payment to the Department within 30 days from the invoice date.

15. Contact Information:

For the Department:

Name: David Ouellette
Address: 16 Statehouse Station
Augusta, ME 04333
E-mail: david.ouellette@maine.gov
Telephone: 207-441-7965

For the Utility:

Name: Lauren Andersen
Address: 212 Canco Road
Portland, ME 04103
E-mail: landersen@portlandmaine.gov
Telephone: 207-874-8844

16. No Relief of Responsibilities: Nothing in this agreement is intended, nor shall be interpreted, to relieve the Utility of any responsibilities or duties imposed upon it by law.

IN **WITNESS WHEREOF**, the Parties hereto have executed this Agreement effective on the date last signed below.

CITY OF PORTLAND

By: _____

Print Name: Danielle West

City Manager
Duly Authorized

DATE: _____

**STATE OF MAINE
DEPARTMENT OF TRANSPORTATION**

By: _____

Print Name: Ryan Hodgman

Sr. Project Manager
Duly Authorized

DATE: _____

APPENDIX A
PROJECT SCOPE

MAINE DEPARTMENT OF TRANSPORTATION
UTILITY RECEIVABLE AGREEMENT

CITY OF PORTLAND
Portland, ME

FEDERAL AID PROJECT NO. 2969600
STATE PROJECT IDENTIFICATION NUMBER (WIN) 029696.00

Project Scope: Adjust 20 sewer manholes to grade for the City of Portland

ESTIMATE OF UTILITY WORK:

Item #	Pay Item	Estimated Quantity/Unit	Unit Price	Utility Cost
812.162	ADJUST SEWER MANHOLE TO GRADE	20 EA	2,500	50,000
Total Cost:				50,000

ESTIMATED PAYMENT SCHEDULE:

Utility	Payment Amount	Estimated Invoice Date
City of Portland	\$50,000	December 16, 2026

MEMORANDUM
City Council Agenda Item

FROM: Danielle West Chuhta, City Manager
DATE: December 16, 2025
SUBJECT: Order 106-25/26 Accepting and Appropriating a \$2,500 Donation from Oldcastle Lawn & Garden, Inc. for the Shop with a Cop Program - Sponsored by Danielle P. West, City Manager

SPONSOR: 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 12/15/2025

Final
Action 12/15/2025

Can action be taken at a later date: No This year the Shop with a Cop event is being held on Friday 12/05/2025. It is understood the event will be before the funds are accepted, which does not suspend the event or use of current funds in the account.

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

PRESENTATION: CM Danielle West

I. SUMMARY

Funds for the Shop with a Cop event

II. AGENDA DESCRIPTION

Accepting and Appropriating a \$2,500.00 check from OldCastle Lawn & Garden, Inc. for the Shop with a Cop event, where children in the community are selected to shop for holiday gifts for their families accompanied by a Portland Police Officer. This is an event that the officers look forward to each year and allows the police department to connect and build relationships with the community. This is the 5th consecutive year from the donor.

This item must be read on two separate days. It received its first reading on December 15. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

Accepting and Appropriating a \$2,500.00 check from Oldcastle Inc. for the Shop with a Cop event, where children in the community are selected to shop for holiday gifts for their families accompanied by a Portland Police Officer. This is an event that the officers look forward to each year and allows the police department to connect and build relationships with our community. This is the 5th consecutive year the donation is from Old Castle Lawn and Garden, who is a major supporter of this event each year. The business has donated nearly \$12,000.00 to Shop with a Cop at the Department since 2020.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

N/A

V. FINANCIAL IMPACT

There is no match required for this donation of funds.

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

Accepting the donation

VIII. LIST ATTACHMENTS

1. Order - Accepting and Appropriating \$2.5k for Shop with a Cop
2. 2500 shop with a cop

Prepared by:

Danielle West Chuhta, City Manager

Date: 12/16/2025

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

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

**ORDER ACCEPTING AND APPROPRIATING A \$2,500 DONATION FROM
OLDCASTLE LAWN & GARDEN, INC. FOR THE SHOP WITH A COP PROGRAM**

ORDERED, that a \$2,500 donation from OldCastle Lawn & Garden, Inc. is hereby accepted and that amount appropriated for the Shop with a Cop 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.

ORIGINAL CHECK HAS A COLORED BACKGROUND PRINTED ON CHEMICAL REACTIVE PAPER



400 Perimeter Ctr Terrace, Ste 1000 • Atlanta, GA 30346-1234 • (866) 507-5864

Bank of America

Controlled Disbursement

Bank of America, N.A.

Atlanta, Dekalb County, Georgia

0001780138

64-1278

511

11-19-25

THIS IS A POSITIVE PAY VERIFIED CHECK

Oldcastle, Inc.

PAY ***Two Thousand Five Hundred And 00/100 Dollars

USD \$2,500.00***

TO
THE
ORDER
OF

PORTLAND PD PAL
CITY OF PORTLAND MAINE
389 CONGRESS ST OFC
PORTLAND ME 04101-3529
USA

M. M. M.

Shel

TWO SIGNATURES REQUIRED

⑈0001780138⑈ ⑆061112788⑆ 329 906 1012⑈

MEMORANDUM
City Council Agenda Item

FROM: Greg Watson, Director
DATE: December 16, 2025
SUBJECT: Order 107-25/26 Amendment to Portland City Code Chapter 4 Re: Amusements - Sponsored by Housing & Economic Development Committee, Pious Ali, Chair
SPONSOR: Housing and Economic Development Committee, Councilor Pious Ali, Chair; meeting held November 18, 2025, and the vote was 4-0 to forward this to the City Council for approval.

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 12/15/2025

Final Action 1/5/2026

Can action be taken at a later date: Yes

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

PRESENTATION: Councilor Pious Ali will provide a summary and Greg Watson/Michael Goldman will be available for questions as needed.

I. SUMMARY

The proposed amendments to Chapter 4 would apply to large performance venues of over 2,000 seats and require reinvestment of a portion of their ticket proceeds to support the creative ecosystem and/or in-kind contributions to support that community by establishing an Entertainment Sector Benefits Agreement.

II. AGENDA DESCRIPTION

On November 18 2025, the Housing & Economic Development Committee voted (4-0) to recommend this item to the full City Council.

This ordinance amends Portland City Code Chapter 4 by creating a new category of entertainment license for Large Capacity Venues with a capacity of 2000 or more people (other than venues owned by the City). The primary new requirement for this new Large Capacity Entertainment License is that applicants must enter into an Entertainment Sector Benefit Agreement with the City, under which licensees will be required to provide financial or in-kind contributions to an Entertainment Sector Trust Fund in the amount of 1.0% to 2.0% of the base ticket price for each ticket sold at the venue. These funds will be used to support entertainers and entertainment businesses in Portland.

This item must be read on two separate days. It received its first reading on December 15. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

In March and April 2025, the Portland Planning Board considered a site plan application for the Portland Music Hall, a 3,300-seat indoor concert venue at 244 Cumberland Ave. In response to community and Council concerns about traffic, parking, and other impacts, the City Council approved a moratorium on entertainment venues over 2,000 seats on August 11, 2025. While the Planning Board ultimately postponed its decision, the draft conditions of approval included a Community Benefits Agreement, proposed by the applicant, Portland Music Holdings, requiring a financial contribution of \$1 per ticket sold, to be divided between Greater Portland METRO and the local entertainment sector.

The concept that large-capacity venues should reinvest a small portion of their ticket proceeds to support the creative ecosystem they draw from was supported by members of the public, the arts community, and City staff.

The amendment to Chapter 4 (Public Entertainment and Amusements) proposed by Councilors Grant and Michniewicz would formalize this principle in City Code, ensuring consistent treatment of all large-capacity venues (over 2,000 seats) going forward.

The amendment would establish an Entertainment Sector Benefits Agreement to support Portland's creative economy through cash or in-kind assistance such as rehearsal space, venue upgrades, and other measures to be defined by future ordinance, and a process to receive and allocate those contributions.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The purpose of the proposed amendment is to:

- Ensure that large-capacity entertainment operators contribute proportionally to the health and sustainability of the entertainment ecosystem in which they operate.
- Mitigate economic impacts associated with the consolidation of entertainment markets by large corporate promoters, which may weaken small and mid-sized independent venues.
- Provide a predictable, transparent framework for contributions tied directly to Chapter 4 licensing.

This model recognizes that Portland's independent venues, local musicians, and small producers form the foundation of the city's creative identity and economic vitality.

V. FINANCIAL IMPACT

There is no financial impact to the City.

VI. STAFF ANALYSIS AND BACKGROUND

See above for background. The proposal was developed and co-sponsored by District 1 Councilor Michniewicz and At Large Councilor Grant.

VII. RECOMMENDATION

The HEDC voted 4-0 at its November 18, 2025, Committee meeting to forward this item to the City Council for approval.

VIII. LIST ATTACHMENTS

1. Amendment - Ch 4 re Amusements
2. HEDC Memo re_ Chapter 4 Amendments

Prepared by:

Greg Watson, Director

Date: 12/16/2025

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

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

**AMENDMENT TO PORTLAND CITY CODE
CHAPTER 4 RE: AMUSEMENTS**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORTLAND,
MAINE IN CITY COUNCIL ASSEMBLED AS FOLLOWS:**

1. *That Sections 4-42 through of the Portland City Code
Chapter 4 is hereby amended to read as follows:*

***Cross reference(s)**--Zoning regulation of adult business establishments, §
14-373 et seq.

State law reference(s)--Pinball machines, 8 M.R.S.A. § 441 et seq.

Art. I. In General, §§ 4-1--4-15

Art. II. Amusement Devices, §§ 4-16--4-40

Div. 1. Generally, §§ 4-16--4-25

Div. 2. License, §§ 4-26--4-40

Art. III. Entertainment, §§ 4-41--4-70

Div. 1. Generally, §§ 4-41--4-50

Div. 2. License, §§ 4-51--4-56

Div. 3. Standards for Entertainment Pursuant to a License, §§
4-57--4-70

Art. IV. Gaming, §§ 4-71--4-82

Div. 1. Generally, §§ 4-71--4-80

Div. 2. License, §§ 4-81--4-82

Art. V. Nudity in Licensed Businesses, §§ 4-83--4-96

Div. 1. Generally, §§ 4-83, 4-84

Div. 2. License, §§ 4-85--4-97

ARTICLE III. ENTERTAINMENT*

*State law reference(s)--Dances, 8 M.R.S.A. § 161 et seq.; special permit for music, dancing or entertainment, 28 M.R.S.A. § 702.

DIVISION 1. GENERALLY

Sec. 4-41. Purpose.

The purpose of this article is to control the issuance of special permits for entertainment.

(Code 1968, § 907.1; Ord. No. 231-80, 12-22-80; Ord. No. 34-95, 7-5-95; Ord. No. 165-06/07, 4-4-07; Ord. No. 285-19/20, 7-15-2019)

Sec. 4-42. Definitions.

Terms used in this article shall have their common meaning except that the definitions set forth in chapter 15 and/or in this section shall apply unless the context clearly indicates that a different meaning is intended.

Entertainment shall mean and include any event 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.

Entertainment Sector Benefit Agreement means an agreement between the City and a Large Capacity Venue licensee pursuant to which the licensee provides financial contributions to the City's Entertainment Sector Trust Fund and/or in-kind contributions to support Portland's entertainment sector.

Indoor Entertainment shall mean entertainment that is conducted within a fully enclosed building or structure, including ensuring that all windows and doors remain closed during the time that entertainment is occurring.

Large Capacity Venue means an entertainment venue, other than a venue owned by the City, with a capacity of 2000 or more people based on the certificate of occupancy for the premises or the occupant load otherwise determined by the City.

Outdoor Entertainment shall mean entertainment that is conducted outside of a fully enclosed building or structure, or is conducted within a building or structure in any manner such that the sound generated by that entertainment is intentionally projected outside of that building or structure.

(Code 1968, § 907.3; Ord. No. 231-80, 12-22-80; Ord. No. 34-95, 7-5-95; Ord. No. 165-06/07, 4-4-07; Ord. No. 285-19/20, 7-15-2019)

* * *

DIVISION 2. LICENSE*

*Cross reference(s)--Licenses and permits generally, Ch. 15.

Sec. 4-51. Required.

(a) No person shall conduct, or permit to be conducted on a premises, or other location owned or controlled by that person, any entertainment without first obtaining a license as provided in this Article.

(b) *Single Event Entertainment License - Private Property.* A Single Event Entertainment License - Private Property shall allow the licensee to conduct a single indoor or outdoor entertainment event lasting no more than eight hours in one 24-hour period at the premises for which the license is issued. No more than five

Single Event Entertainment Licenses may be issued for events at any one premises in any twelve-month period.

(c) *Single Event Entertainment License - Public Property.* A Single Event Entertainment License - Public Property shall allow the licensee to conduct a single indoor or outdoor entertainment event lasting no more than eight hours in one 24-hour period on City-owned property. Multiple events by the same party and on the same City-owned property may be combined into one license.

(d) *Indoor Entertainment License.* An Indoor Entertainment License shall allow the licensee to conduct indoor entertainment only at the premises for which the license is issued.

(e) *Outdoor Entertainment License.* An Outdoor Entertainment License shall allow the licensee to conduct outdoor entertainment only at the premises for which the license is issued.

(f) *Combined Entertainment License.* A Combined Entertainment License shall allow the licensee to conduct indoor and/or outdoor entertainment at the premises for which the license is issued.

(g) *Large Capacity Entertainment License.* Large Capacity Entertainment License means an entertainment license issued pursuant to subsections 4-51(d), (e), or (f) for entertainment at a Large Capacity Venue.

~~(h)~~ *Expanded Entertainment Addendum.* An Expanded Entertainment Addendum shall be in addition to any entertainment license and shall allow the licensee to conduct after-hours entertainment and/or to exceed the applicable sound limits. Expanded Entertainment Addendum shall be at the sole discretion of the City Manager.

(Code 1968, § 907.2; Ord. No. 231-80, 12-22-80; Ord. No. 34-95, 7-5-95; Substitute Ord. No. 310-A-01, § 1, 8-20-01; Ord. No. 165-06/07, 4-4-07; Ord. No. 250-07/08, 5-19-08; Ord. No. 163-11/12, 5-7-12; Ord. No. 165-15/16, 3-7-2016; Ord. No. 18-17/18, 8-21-2017; Ord. No. 285-19/20, 7-15-2019)

***Editor's Note:** Sections 4-51.5 thru 4-51.7 *Moratorium on issuance of late-night entertainment licenses* expired on October 17, 2006, pursuant to Ord. No. 216-05/06, passed on 6-5-06.

Sec. 4-52. Application.

(a) Application for a license under this division shall, in addition to the requirements of Chapter 15, be submitted on forms provided by the City. Applications shall specifically include:

1. The name and contact information of the owner or person in control of the building and/or premises;
2. The name and contact information of the person responsible for the entertainment, who shall be available to respond to inquiries of the City at all times while entertainment is taking place;
3. The location of the premises; and
4. A plan of the premises, giving in detail the dimensions and diagram of space to be used for dancing, seating, toilet rooms, and means of egress.

Applicants must provide all required information and pay all required fees before a license application will be considered.

* * *

(f) Entertainment Sector Benefit Agreement. The purpose of Entertainment Sector Benefit Agreements and the Entertainment Sector Trust fund established by this subsection (f) is to promote the city's creative economy and spaces for the arts, preserve the character and vitality of the arts and entertainment community and enhance accessibility for local artists, entertainers and residents.

1. As a condition of receiving a Large Capacity Entertainment License, applicants, other than the City, must enter into an Entertainment Sector Benefit Agreement with the City, which agreement is subject to review and approval by the City Council.
2. Any holder of a valid Large Capacity Entertainment License as of the effective date of this subsection (f), other than the City, must enter into an Entertainment Sector Benefit Agreement with the City prior to the second license termination date after said effective date. Such agreement is subject to review and approval by the City Council.

3. The total value of financial and in-kind benefits that an applicant will be required to provide under an Entertainment Sector Benefit Agreement shall be the equivalent of a percentage of the ticket price of each ticket sold for each entertainment event held at the licensed premises, adjusted for premises capacity, as set forth in the following table:

<u>Premises Capacity</u>	<u>Percentage of base ticket price</u>
<u>2000-2499</u>	<u>1.0%</u>
<u>2500-2999</u>	<u>1.5%</u>
<u>3000 or more</u>	<u>2.0%</u>

The decision whether to accept an in-kind contribution in lieu of a financial contribution from an applicant under an Entertainment Sector Benefit Agreement will be in the City Council's discretion, in accordance with the City ordinance governing the Entertainment Sector Trust Fund.

For purposes of this paragraph, the term "base ticket price" means the cost of entry for an event excluding applicable taxes and third-party service and delivery fees. For example, if an entertainment license holder holds an event in its premises that have a capacity of 2200 people and sells 1500 tickets with a base ticket price of \$50 each and 700 tickets with a base ticket price of \$75 each, the amount due to the City would be as follows:

$$\underline{[(1500 \times \$50) + (700 \times \$75)] \times 0.01 = \$1,275.00.}$$

4. Prior to execution of the first Entertainment Sector Benefit Agreement created under this subsection (f), the City Council will adopt an ordinance establishing an Entertainment Sector Trust Fund to hold any funds paid to the City pursuant to any Entertainment Sector Benefit Agreements and creating procedural rules for the disbursement of such funds to the entertainment sector. Such financial and in-kind contributions shall be used to provide benefits to entertainers and entertainment businesses in Portland, including, but not limited to, the use or improvement of spaces used for entertainment events, rehearsals, or community events; materials, equipment, or services that are reasonably necessary for artists or entertainment businesses;

funding for education and training of artists and entertainment
business staff; and similar expenses.

City of Portland | Office of the Mayor and City Council
To: Pious Ali, Chair and Members of the Housing & Economic
Development Committee (HEDC)
From: Sarah Michniewicz, Councilor Dist. 1
Date: November 18, 2025
RE: Proposed Amendments to Chapter 4, Amusements
Subject: Proposed Amendment to
Chapter 4 – Establishment of an Entertainment Sector Trust Fund and Fee for Large-Capacity
Venue Licenses

Background

In March and April 2025 the Portland Planning Board considered a site plan application for the Portland Music Hall, a 3,300-seat indoor concert venue at 244 Cumberland Ave. In response to community and council concerns about traffic, parking, and other impacts, the City Council approved a moratorium on entertainment venues over 2000 seats on August 11, 2025. While the Planning Board ultimately postponed its decision, the draft conditions of approval included a Community Benefits Agreement, proposed by the applicant, Portland Music Holdings, requiring a financial contribution of \$1 per ticket sold, to be divided between Greater Portland METRO and the local entertainment sector.

The concept that large-capacity venues should reinvest a small portion of their ticket proceeds to support the creative ecosystem they draw from was supported by members of the public, the arts community, and city staff.

The amendment to Chapter 4 (Public Entertainment and Amusements) proposed by myself and Councilor Grant, coming before the Housing and Economic Development Committee tonight, would formalize this principle in City Code, ensuring consistent treatment of all large-capacity venues (over 2,000 seats) going forward.

The amendment would establish an Entertainment Sector Benefits Agreement to support Portland's creative economy through cash or in-kind assistance such as rehearsal space, venue upgrades, and other measures to be defined by future ordinance, and a process to receive and allocate those contributions.

Purpose and Intent

The purpose of the proposed amendment is to:

1. Ensure that large-capacity entertainment operators contribute proportionally to the health and sustainability of the entertainment ecosystem in which they operate.
2. Mitigate economic impacts associated with the consolidation of entertainment markets by large corporate promoters, which may weaken small and mid-sized independent venues.

3. Provide a predictable, transparent framework for contributions tied directly to Chapter 4 licensing.

This model recognizes that Portland's independent venues, local musicians, and small producers form the foundation of the city's creative identity and economic vitality.

Fee Structure Rationale

This proposal creates a regulatory fee associated with a voluntary license class.

- **Direct Nexus:** The fee is directly tied to the regulation of entertainment venues under Chapter 4. It mitigates identifiable impacts resulting from large-scale entertainment operations, specifically, displacement pressure on smaller venues and reduced access to cultural infrastructure.
- **Dedicated Use:** Funds collected are not placed in the General Fund. They are restricted to the Entertainment Sector, to be used for activities that benefit the same regulated industry and the public interest in a stable, diverse entertainment sector.
- **Comparable Frameworks:** Similar regulatory fees exist for development impact mitigation, stormwater management, and parking. In each case, those who generate measurable external impacts contribute to offsetting them.

Basis for the Contribution Amount

The contribution rate proposed, 1–2% of ticket sales, is grounded in:

1. **Precedent:** The Portland Music Hall proposal established \$1 per ticket as a reasonable benchmark for community benefit contributions.
2. **Economic Risk Mitigation:** Even one or two small venue closures could cost Portland far more in lost employment, tourism spending, and downtown vitality than the modest contributions proposed. Independent studies estimate that every \$1 spent on local live performance generates \$3–\$5 in secondary economic activity.
3. **Fairness and Proportionality:** For venues selling tens of thousands of tickets annually, this contribution represents a minimal share of overall revenue, well below standard industry service fees, yet provides a meaningful reinvestment in the ecosystem that sustains the industry.

Administration

The Entertainment Sector Benefit Agreement would be administered by an entity designated by ordinance—potentially the Portland Development Corporation (PDC) or a similar body—with clear guidelines for fund allocation, transparency, and annual reporting to Council.

Summary

This amendment ensures that Portland’s expanding entertainment economy grows responsibly and sustainably, with shared benefits across the creative community. By codifying a consistent contribution structure, the City would:

- Protect small and mid-sized venues from market displacement,
- Strengthen Portland’s identity as a creative capital, and
- Establish a fair, transparent framework that mirrors successful national and international models.

Thank you for considering this proposal.

Sarah Michniewicz

Councilor, District 1

MEMORANDUM
City Council Agenda Item

FROM: Greg Watson, Director

DATE: December 19, 2025

SUBJECT: Order 113-25/26 Accepting and Appropriating a \$12,000 Donation from Maine Community Foundation, Inc. in Support of Welcoming America's Recertification Process - Sponsored by Danielle P. West, City Manager

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

COUNCIL MEETING DATE ACTION IS REQUESTED:
1st Reading 1/5/2026

Final
Action 1/5/2026

Can action be taken at a later date: No Payment of Welcoming America's Certification Process has a deadline of January 6, 2025; therefore, staff requests that the second reading be waived and that it be passed as an emergency.

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

PRESENTATION: If needed, Greg Watson will be there to answer any questions.

I. SUMMARY

The City's Certification of a Welcoming City by Welcoming America was done in 2020, and this donation would support the process for the City to be recertified for an additional five-year term.

II. AGENDA DESCRIPTION

This Order would authorize acceptance of a donation from the Maine Community Foundation, Inc. (MCF) in the amount of \$12,000. This is the amount of Welcoming America's recertification process which has a term of five years. The City was certified welcoming in 2020 and MCF would like to donate the costs of re-certifying to the City as it supports the intent of Welcoming America. Welcoming America is a national nonprofit, nonpartisan organization that leads a national movement to help communities become more inclusive and prosperous by ensuring a sense of belonging.

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

III. BACKGROUND

See above.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The intended result is to accept the donation from MCF in the amount of \$12,000 to begin the recertification process of being a welcoming City by Welcoming America.

V. FINANCIAL IMPACT

There is no financial impact in receiving this donation.

VI. STAFF ANALYSIS AND BACKGROUND

The Office of Economic Opportunity, located in the Housing and Economic Development Department, has worked and continues to work with Welcoming America in support of belonging; this would continue that work between both organizations.

VII. RECOMMENDATION

Staff recommends the City Council accept the donation by MCF for payment of Welcoming America's recertification process.

VIII. LIST ATTACHMENTS

1. Order - Accepting and Appropriating \$12k donation from MCF
2. CC Att - Certified Welcoming Overview

Prepared by:

Greg Watson, Director

Date: 12/19/2025

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 ACCEPTING AND APPROPRIATING A \$12,000 DONATION FROM MAINE
COMMUNITY FOUNDATION, INC. IN SUPPORT OF WELCOMING AMERICA'S
RECERTIFICATION PROCESS**

ORDERED, that a \$12,000 donation from Maine Community Foundation, Inc. is hereby accepted and that amount appropriated to the Housing and Economic Development Department in support of Welcoming America's recertification process; 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.



Standard Operating Procedure

Version 1.5



-This page intentionally left blank-



Dear Colleague,

I am excited your local government has chosen to take the first steps in becoming Certified Welcoming.

Welcoming America created the Welcoming Standard and the Certified Welcoming program to support all places— from small towns and rural counties to large cities— in building more inclusive communities and harnessing the wealth and vibrancy that comes when diverse individuals can fully participate and invest in their hometowns.

Following you will find a detailed overview of our standard operating procedures. This guide is meant to give you a detailed look at how we assess if a community meets the Welcoming Standard and the obligations of communities that are Certified Welcoming. You can find more information on the Welcoming Standard and the criteria local governments need to meet in order to be Certified Welcoming at www.certifiedwelcoming.org.

If you have any questions, please do not hesitate to connect with the Certified Welcoming team at certified@welcomingamerica.org or (404) 631-6593.

I look forward to working with you closely over the next several months to build a detailed picture of the welcoming efforts currently in place and identify ways to create a stronger, more inclusive, and more competitive community.

Yours in service,

Melissa Bertolo
Certified Welcoming Manager



TABLE OF CONTENTS

INTRODUCTION.....	4
Key Definitions.....	4
THE WELCOMING STANDARD AND CRITERIA FOR CERTIFICATION	6
Content of the Welcoming Standard.....	6
Core and Additional Criteria.....	6
Scoring	7
Certified Welcoming Score	8
THE CERTIFICATION PROCESS.....	8
Step 1: Intake	9
Step 2: Self Assessment	9
Step 3: Desktop Review and Audit	10
Step 4: Final Report	12
Step 5: Audit Action Plan and Additional Activities.....	12
Step 6: Receipt of the Certificate	13
Continuous Improvement Planning and Recertification	13
DECISIONS AND APPEALS	14
Certification Decision Making	14
Appealing Non-Compliance with the Welcoming Standard	14
Appealing Sanctions	14
COMPLAINTS	16
Complaint Submission and Review	16
Complaint Resolution.....	17
Records	18
SANCTIONS.....	19
Denial of Certificate	19
Suspension of Certificate.....	19



Decertification	19
Re-entry after Decertification.....	20
CONFIDENTIAL AND SENSITIVE INFORMATION	21
Confidential Information.....	21
Public Information.....	21
ETHICAL CONSIDERATIONS.....	22
APPENDICES	23
APPENDIX A: CERTIFIED WELCOMING POINTS	24
APPENDIX B: AUDIT AGENDA DETAILS	37
APPENDIX C: WELCOMING AMERICA VALUES	38
APPENDIX D: ISEAL ALLIANCE PRINCIPLES OF ASSURANCE	39



INTRODUCTION

This Guide describes the underlying procedures for Certified Welcoming. It was written with local governments participating in the certification process in mind, but the procedures included apply to all parties involved in Certified Welcoming, including Welcoming America staff and independent auditors. A list of topics covered can be found in the Table of Contents.

Questions about Certified Welcoming should be directed to the Certified Welcoming team assigned to your local government or to certified@welcomingamerica.org. Questions can also be mailed to Welcoming America, P. O. Box 2554, Decatur, GA 30031.

For translation of this document into another language please contact certified@welcomingamerica.org

Key Definitions

Audit: The process used to gather evidence of welcoming efforts in a community. Audits are conducted by Welcoming America staff or independent auditors contracted by Welcoming America. Each audit is focused on documenting whether a place is fulfilling the criteria set out in the Welcoming Standard. The scope and structure of an audit can vary depending on what the auditor is looking to corroborate. For more on audits see pages 9-11.

Audit Action Plan: A plan developed for a city or county to receive its Certificate after an audit found the city or county seeking certification non-compliant with one or more criteria required for certification. For more on Audit Action Plans see page 12 .

Auditor: A person qualified to carry out audits on behalf of Certified Welcoming. The auditor may be an employee of Welcoming America or an independent contractor. Each community will be assigned a certification team, including auditors after submitting their intake form to the Certified Welcoming program.

Certificate: The document issued by Certified Welcoming that formally recognizes a local government meets the criteria set out in the Welcoming Standard. Certificates are valid for three years.

Certification: The process of receiving a certificate from Certified Welcoming. In addition to the initial certification, local governments must go through certification every three years in order to maintain their certificate. This is called recertification.



Certification Fee: The amount payable to Welcoming America for services provided by Certified Welcoming.

Criteria: The policies, programs, processes, and partnerships set out in the Welcoming Standard. Some criteria must be in place in order for your local government to receive a certificate. These criteria are considered core to the Welcoming Standard. For more on criteria and scoring see page 7 and Appendix A.

Observation: Comments expressing potential flaws or shortcoming about core and/or additional criteria listed as compliant in the Final Audit Report. Observations made concerning core criteria must be addressed during recertification.

Welcoming Standard: The Welcoming Standard (the Standard) captures the heart of what it means to be welcoming. Developed by Welcoming America in collaboration with local governments, advocates, and diverse experts, and with input from the public at large, the Welcoming Standard provides a comprehensive roadmap for immigrant inclusion and welcome. The Welcoming Standard addresses a range of essential policies and programs, from language access to hiring practices. The current Welcoming Standard is available at [certifiedwelcoming.org](https://www.certifiedwelcoming.org).



THE WELCOMING STANDARD AND CRITERIA FOR CERTIFICATION

The Welcoming Standard captures the policies, programs, processes, and partnerships at the heart of a welcoming community, and is the backbone of the Certified Welcoming program.

For local governments to receive a certificate they must meet certain criteria set out in the Welcoming Standard (called the core criteria). For local governments to maintain their certificate at the time of recertification they must continue to meet the core criteria and address any observations made during the audit.

The following section details how the Welcoming Standard is organized and conditions for certification. The complete Welcoming Standard can be downloaded at certifiedwelcoming.org.

Content of the Welcoming Standard

The policies and programs that make up the Welcoming Standard fall into seven areas essential to immigrant inclusion and welcome:

- Government Leadership (GL)
- Civic Engagement (CE)
- Equitable Access (EA)
- Education (ED)
- Connected Communities (CC)
- Economic Development (EC)
- Safe Communities (SC)

The Standard sets out specific criteria for communities in each of these areas. The criteria are organized into requirements and indicators. Requirements contain broader criteria and may contain indicators. Indicators provide more detailed information about how the requirement is met.

The Standard also sets out four essential strategies for how communities should approach and implement each criteria (both requirements and indicators).

- Engage longer-term residents
- Set goals, monitor impact, adjust strategies, as needed
- Design for equity and inclusion
- Implement in partnership

Core and Additional Criteria

For the purposes of Certified Welcoming, the criteria in the Standard are sorted into two further categories - core criteria and additional criteria. For a core requirement to be



considered compliant, all core indicators must be compliant. Similarly for an additional requirement to be considered compliant, all additional indicators must be met. If a core requirement has indicators marked as additional, they do not need to be compliant in order for the requirement to be compliant.

Example: In order for GL4 to be met, GL4.1 and GL 4.2 must also be met. GL 4.3 does not need to be compliant.

REQUIREMENT GL 4 (core): A program is in place to manage a community-wide plan for immigrant inclusion.

INDICATOR GL 4.1 (core): The program includes processes to regularly assess the needs and priorities of the local immigrant community in each of the categories of this standard and use that feedback to strengthen the plan.

INDICATOR GL 4.2 (core): The program includes processes to engage cross-sector and diverse stakeholders in the maintenance and implementation of the plan, including stakeholders from the immigrant community and receiving community.

INDICATOR GL4.3 (additional): The program includes accountability and learning mechanisms to regularly assess the effectiveness of activities outlined in the plan.

Core criteria set the threshold for initial certification. In order for a local government to receive a certificate for the first time, it must meet all core criteria either by:

- a. having all core requirements and indicators in place at the time of the audit,
- b. having at least 90% of core requirements and indicators in place at the time of the audit along with an approved Audit Action Plan to meet remaining core requirements and indicators, or
- c. meeting 90% of core requirements and indicators through the implementation of an approved Audit Action Plan based on audit findings.

Additional criteria do not need to be met to become certified, but play an essential role to encourage continuous improvement during recertification.

Scoring

All criteria— core and additional, requirements and indicators— have assigned points. The points system takes into account the impact of the criteria, the resources required to implement the criteria (in other words how accessible a criteria is to cities and counties regardless of budget, population, jurisdiction, and other factors), and whether the criteria is core or additional. Points for requirements range from 101 to 200 with all core requirements receiving 200 points. Indicator points range from 1 to 100 with all core indicators receiving 100 points.



Certified Welcoming Score

Your Certified Welcoming Score is generated by averaging the number of points you received for additional criteria. Points for core criteria are not included in this score as they are used to determine your certification. Your Certified Welcoming Score captures a useful snapshot of strengths and opportunities for improvement beyond meeting the core criteria. Scores set a baseline by which to define improvement during recertification. In the future, we anticipate communities will be able to use their scores to compare local welcoming efforts to national averages. For a detailed list of points assigned to each criteria, see Appendix A.

THE CERTIFICATION PROCESS

The certification process is rigorous. The process itself also yields some of the most significant benefits for participating communities. Each step provides opportunities to engage or reengage partners, identify best practices and potential for innovation, and leverage new resources. In later stages of the certification process, local governments receive an extensive report on local welcoming efforts including areas for growth and programs in their community that are on the cutting edge nationally.

Certification Timeline

The entire certification process should not take longer than one year. Local governments that are unable to complete the process in a year may be asked to re-enter the program.

Certification Fees

Welcoming America charges a fee for participation in Certified Welcoming. The current certification fee amount is available at [certifiedwelcoming.org](https://www.certifiedwelcoming.org). This fee is calibrated to cover the staffing, travel, and administrative costs related to each certification process. Up to \$1,500 of paid Welcoming America membership dues may be applied toward the total certification fee. An invoice for the certification fee is sent upon receipt of the Certified Welcoming application.

Should you decide to discontinue pursuing certification prior to the audit, 90% of the paid certification fees are refundable. If you discontinue pursuing certification after the audit, the certification fees are non-refundable.

Usually, there are six steps in the initial certification process, although advanced communities may complete the process in five steps:

1. Intake
2. Self-Assessment



3. Desktop Review and Audit
4. Final Report
5. Audit Action Plan and Activities
6. Receipt of the Certificate

Step 1: Intake

Local governments enter the Certified Welcoming program by requesting and completing an application. The application covers general information about the local government and community including government structure, authority, and budget. You will also be asked to provide billing information.

Once you submit the application, you have formally entered the certification process and you will be invoiced for the certification fees.

Additionally, at this point, Welcoming America will send:

- **Certified Welcoming Contract:** Due within a month and a half after receiving the contract (30 business days), the Certified Welcoming Contract outlines the legal obligations, such as the use of confidential information and payment of fees, for both the local government and Welcoming America.
- **Self-Assessment Form:** Due within the two and a half months (50 business days), the self-assessment form asks local governments to document current welcoming work and assess themselves against the Welcoming Standard. More detail is provided below.
- **Information about the certification team assigned to your audit:** Each local government is assigned a set of Welcoming America staff and/or consultants to conduct their audit and write the post-audit report. This team will be introduced to you at this time.

Step 2: Self Assessment





Upon completing the intake, local governments focus on conducting a self-assessment of current welcoming efforts. The self-assessment process is guided by a detailed self-assessment form provided by Welcoming America.

The form walks local governments through each criteria in the Welcoming Standard, asking them to evaluate whether and how they have met each requirement and indicator. Certified Welcoming participants are asked to provide evidence— which may take the form of a detailed paragraph describing a program to a website link to an attachment of a specific signed policy— for each requirement or indicator they believe they have met. Self-assessments should be completed in two and a half months (within 50 business days).

Completing the self-assessment often requires reaching out to partners, and we've found that the process of mapping current work can lead to new or renewed partnerships across agencies and a deeper understanding of the extent of work in your community.

Step 3: Desktop Review and Audit

Once your certification team receives the completed self-assessment form they will begin the desktop review and audit process.

Desktop Review

The desktop review verifies information provided in the self-assessment and prepares the certification team and the local government to make the best use of the audit. The desktop review will include:

- a. A review of self-assessment and identification of and research on stakeholders involved in your welcoming work,
- b. Online research to verify evidence to the extent possible,
- c. A review of media coverage related to the local welcoming work,
- d. A screen of civil rights investigations and infractions, and
- e. Additional research regarding local government jurisdiction and programming.

After submitting your self-assessment, the certification team may request additional information from what they have learned during the desktop review. We ask that you reply to the additional information request within 10 business days.

Audit

The purpose of the audit is for the certification team to gather additional evidence through meetings with public servants, community leaders, and stakeholders to evaluate fulfillment of the Welcoming Standard. The audit also provides an opportunity to identify best practices to lift up to the Welcoming America Network.



You and your assigned certification team should complete the audit within six (6) months of signing the contract. The audit is expected to last two-three (2-3) full days. Welcoming America reserves the right to extend or shorten the audit. Initial audits are typically on-site, at your location, but may also be conducted remotely via telephone or electronically.

Audits for initial certification are announced and you will receive at least two (2) weeks notice for all announced audits. Unannounced audits may occur after certification due to concern of lack of compliance with the Welcoming Standard.

Your certification team will work with you to determine a mutually convenient audit date and to develop the scope of the agenda. Once the audit date has been determined, you will receive an audit preparation letter, containing detailed information on the scope of the audit, including a proposed agenda with a list of requested stakeholders to be involved in interviews. See Appendix B for details related to the audit agenda.

Although your certification team will work with you to develop the agenda for the audit, it is your responsibility to schedule the meetings with stakeholders and to meet the requests included in the audit preparation letter to the best of your ability. If someone is not available for an in-person meeting during the scheduled audit, your certification team may require a telephone interview or e-mail correspondence to complete the audit.

In addition to meetings with stakeholders engaged in partnership programs, an audit will typically include meetings with:

- Immigrant and receiving community leaders
- Senior government leadership
- Public school officials
- Law enforcement

Audits typically begin with an opening meeting with the staff involved in the local government's immigrant inclusion and welcoming efforts. The opening meeting provides an opportunity for the certification team and you to review the agenda and ask/answer any remaining questions. Audits typically end with a closing meeting with you, the certification team, and any additional stakeholders or government leadership you would like to include.

During the closing meeting of the audit, the certification team will present a summary of initial findings and discuss next steps. The summary of initial findings will include highlights of best practices with a request to share with the Welcoming America Program Team and a summary or list of criteria initially determined to not meet the Welcoming Standard. The auditor may request additional information that was not able to be gathered during the audit in order to make a decision about compliance with any of the criteria. If the auditor requests additional information during the closing meeting, the auditor will also send a written or



electronic request for the information within five (5) business days of the closing meeting. You are expected to provide the additional information within one month or 20 business days of the closing meeting.

Filming or recording of audits is not allowed without prior approval by Welcoming America and the auditor(s).

Step 4: Final Report

The final report provides a detailed analysis of the audit findings, including innovative programs or strategies that set the community apart in its pursuit of certification. The final report includes compliance results for each requirement and indicator listed in the Welcoming Standard. It also includes an overall performance score on additional criteria, which is used to encourage continuous improvement.

Many communities have recognized the final report as an effective tool to identify strengths and opportunities for improvement. The final report has been used to help guide strategic planning and to involve additional stakeholders and commitment to the work.

Welcoming America will send you the final report within 30 business days of the audit. Contact Welcoming America at certified@welcomingamerica.org for a sample final report.

Step 5: Audit Action Plan and Additional Activities

Only clients who do not meet all of the core criteria are required to complete an Audit Action Plan in order to receive their Certificate. The Audit Action Plan is a tool used to help identify the cause of non-compliance and necessary actions to fulfill the requirement or indicator.

Your certification team will work with you to create an Audit Action Plan, if you are required to complete it. Although the certification team cannot advise you on how to meet specific criteria, they may give you examples of what other communities have done in similar scenarios and refer you to additional resources. When completing the Audit Action Plan, you will be asked to identify why the criteria was not fulfilled (e.g. lack of funding, insufficient capacity, etc.) and steps you will take in order to meet the criteria with a timeframe for fulfillment. You are expected to send the Audit Action Plan to your certification team within 30 business days of receiving the final audit report.

You can view the Audit Action Plan form by visiting <https://www.tfaforms.com/4663326>.

If you do not complete or fulfill the Audit Action Plan, sanctions may apply, including decertification. Additional information on sanctions can be found on pages 18-9.



Step 6: Receipt of the Certificate

If you have met 100% of the core criteria, you will automatically receive the Certified Welcoming Certificate.

If you have met at least 90% of the core criteria, you may receive your Certified Welcoming Certificate after first submitting and receiving approval of the Audit Action Plan from your certification team. You are expected to implement the Audit Action Plan and to notify your certification team of its completion with evidence. If you do not implement the Audit Action Plan or provide sufficient evidence, sanctions may apply. See pages 18-19 for information related to sanctions.

If you have not met 90% of the core criteria, you may still receive the Certified Welcoming Certificate after you have submitted and received approval of your Audit Action Plan and implemented the Audit Action Plan to meet at least 90% of the core criteria. You must notify your certification team when you have implemented the Audit Action Plan and show evidence of its completion. An additional audit and subsequent fees may be required for this scenario.

Once you have received the Certified Welcoming Certificate, Welcoming America will work with you for marketing and promotional purposes. The certificate is valid for three years, at which time you must apply for recertification to maintain your community's status as Certified Welcoming. To maintain initial certification, communities must always meet the core criteria listed in the Welcoming Standard and address all core observations listed in the final audit report.

Continuous Improvement Planning and Recertification

After you receive your initial certificate, your certification team will provide you with a Continuous Improvement Planning Toolkit that will help you address observations made during the audit and additional criteria you want to pursue. Using the Continuous Improvement Planning Toolkit is not required for recertification; however, you must address all observations made regarding core criteria in order to be recertified.

Your certificate is valid for three years. You may begin your recertification process any time during the second year of your certificate, but must begin at least 3 months prior to the date of expiration. We do not recommend letting your certificate lapse. If your certificate lapses, you may be required to re-enter the process as a new applicant.

The recertification process is very similar to the initial certification process and follows the same six steps outlined above (Intake, Self-Assessment, Desktop Review and Audit, Final Report, Audit Action Plan and Activities, and Receipt of the Certificate). Your self-



assessment form will be based on results included in the Final Report and Audit Action Plan, if applicable, from your last valid certificate.

DECISIONS AND APPEALS

Certification Decision Making

Certification teams may require additional guidance and assistance when making certification decisions. For cases that require additional expertise and insight, certification teams may consult with content experts. For examples of content experts, please see the list of individuals consulted for creation of the Welcoming Standard.

Certification teams also have the option to take questions and concerns to the Certified Welcoming Advisory Panel (hereafter referred to as Advisory Panel). This panel is hosted by the Welcoming America Network Leadership Cohort. When decisions require additional guidance from the Advisory Panel, the Network Leadership Cohort will be informed of the content and the Leadership Cohort will select three members to provide guidance on the particular issue. For additional information about who currently serves on the Leadership Cohort, please visit <https://www.welcomingamerica.org/about/board-and-leadership>

Appealing Non-Compliance with the Welcoming Standard

You have the right to appeal any decision made about your certification. If you wish to appeal a decision, additional evidence must be submitted for the appeal to be considered. Appeals are accepted online at <https://www.tfaforms.com/4663366>.

If you decide to appeal a decision made by the auditor about compliance with any of the criteria, core or additional, in the Welcoming Standard, you must file the appeal form within 20 business days of receiving the final audit report. Your assigned certification team will review appeals made. If you are uncomfortable with the certification team reviewing your appeal, you may request it be sent to either the Chief Program Officer or the Deputy Director for review. The Advisory Panel and/or content experts may be consulted for additional guidance.

Welcoming America will make a decision regarding the appeal within 20 business days of receiving the submitted appeal form. All appeal decisions are final.

Appealing Sanctions

If you decide to appeal a sanction, you must file the appeal form within 10 business days of receiving the sanction notice from Welcoming America. Sanction appeals will be sent to either the Chief Program Officer or the Deputy Director for review. The Advisory Panel



and/or the Certified Welcoming Manager may be consulted for additional information and guidance. Although individuals involved in making the sanction decision may be consulted, they will not be part of the appeal decision making process.



COMPLAINTS

Welcoming America takes certification very seriously. Most often, a community member or stakeholder will be aware that a client is no longer compliant with the Welcoming Standard before Welcoming America. Welcoming America encourages community members and stakeholders to address concerns of non-compliance directly to the local government holding the Certified Welcoming Certificate. In the case that the local government does not appropriately address non-compliance concerns or if someone does not feel comfortable addressing their concern directly with the local government, individuals may file a complaint directly with Welcoming America.

If a complaint is filed against you, the process outlined below will be followed.

Complaint Submission and Review

Any party that is not satisfied with the compliance of a Certified Welcoming community with the Welcoming Standard may file a complaint with Welcoming America. All complaints must be submitted in writing, explaining the nature of the complaint and including all documented evidence to support the claim. Complaints must be filed online at <https://www.tfaforms.com/4672952> This form is available online at certifiedwelcoming.org

Within five (5) business days of receiving the complaint, Welcoming America will notify the complainant and the defendant (client) it has received the complaint. You may provide a response to the initial notice, but are not required to before Welcoming America determines if the complaint has merit.

Welcoming America will assess the complaint submission for completeness and will have the option to contact the complainant for additional information or clarification, where necessary.

All complaints will be reviewed by the Certified Welcoming Manager and the Chief Program Officer to determine if the complaint has merit. This determination will be based on whether the complaint raises legitimate and substantiated issues about noncompliance with criteria under which they are certified.

Welcoming America will determine if the complaint has merit within 15 business days of receiving the complaint. During this time, Welcoming America may consult with the Advisory Panel for guidance. Additionally, Welcoming America may approach the complainant, the client, and/or stakeholders in the Certified Welcoming community for clarification or additional information.



If Welcoming America determines the complaint does not have merit, the complaint will be closed. If Welcoming America determines the complaint has merit, you will be asked to resolve the complaint through the corrective action process. If you decide to not resolve the complaint, you may receive sanctions, including decertification.

All complaints filed with Welcoming America and notes related to the review will be saved for at least three years in the client's Certified Welcoming file.

Complaint Resolution

Once a complaint is determined to have merit, the client should formally resolve it through the corrective action process, or it may receive sanctions, including decertification. The corrective action process is outlined below.

Corrective Action Process

1. The client will develop a Corrective Action Plan (CAP) within 15 business days of receiving notice that the complaint filed has merit. The Corrective Action Plan form is available online at <https://www.tfaforms.com/4673141>.
2. The CAP should address:
 - a. Cause of non-compliance
 - b. Steps to rectify non-compliance
 - c. Time frame CAP will be implemented and completed
 - d. Evidence available to demonstrate compliance with CAP
3. The Certified Welcoming Manager will review the proposed corrective action plan to determine if it will lead to satisfactory resolution of the complaint. The Certified Welcoming Manager may seek guidance from the Advisory Panel and/or the Chief Program Officer.
4. The Certified Welcoming Manager will inform the client within 10 business days if the CAP is accepted or if amendments are required. If the client is required to make an amendment to the CAP, it should do so within 10 business days of receiving the notice.
5. The client is expected to notify Welcoming America once its CAP is fulfilled. Failure to notify Welcoming America or to implement the CAP may result in sanctions, including decertification.
6. Welcoming America will review evidence, which may include interviews with stakeholders and an audit, to ensure the complaint has been successfully resolved. Once the complaint has been determined to be successfully resolved, the complaint will be closed. Welcoming America will keep record of the complaint, CAP, and resolution for at least three years in the client's Certified Welcoming file.



Records

Welcoming America will maintain a record of each complaint received, including all correspondence and related evidence, from initiation through final outcome. Complaint records will be kept on file for at least three years.

All complaint decisions are considered final. Complainants and defendants retain the right to submit a complaint against the Complaint Resolution process.



SANCTIONS

Welcoming America may decide to apply one of the certification sanctions outlined below against a client based on its compliance with the Welcoming Standard, its Audit Action Plan or Corrective Action Plan, or refusal to comply with the corrective action process.

Denial of Certificate

If this sanction is applied, it means that the client must stop using the Certified Welcoming Certificate immediately. If a client is denied certification, Welcoming America will not recognize the client as a Certified Welcoming place on its website or in any promotional efforts or materials.

Examples that may lead to denial of certificate could be:

1. A client does not meet 90% of the core criteria.
2. A client has not provided an Audit Action Plan within the allotted time frame.

Suspension of Certificate

If this sanction is applied, the client cannot advertise or refer to maintaining a valid Certified Welcoming Certificate. If a client is suspended, Welcoming America will not recognize it as a Certified Welcoming place on its website or in any promotional efforts or materials. The duration of suspension is dependent upon completing all required corrective action components.

Examples that may lead to suspension could be:

1. A client has not fulfilled its Audit Action Plan within the allotted time frame.
2. Welcoming America has confirmed that a client is no longer compliant with the core criteria in the Welcoming Standard.

Decertification

If this sanction is applied, it means that the client must stop using the Certified Welcoming Certificate immediately. If a client is decertified, Welcoming America will not recognize it as a Certified Welcoming place on its website or in any promotional efforts or materials.

Some examples that may lead to decertification include:

1. The client did not submit or fulfill its Corrective Action Plan within the defined time frame after suspension.
2. The client did not adhere to contractual responsibilities, e.g. non-payment of certification fees, refusal of audits.
3. The client did not honor the suspension rules.
4. During the recertification process, the client no longer meets core requirements and does not fulfill its Audit Action Plan.



Re-entry after Decertification

A client may reapply after it has been decertified under the following conditions:

1. The client must agree to undergo a re-entry audit, if deemed necessary by Welcoming America.
2. The client must have corrected all major non-compliances.

If a client re-enters Certified Welcoming within 12 months of the date of decertification, the client will not be required to pay a new application fee. However, the expiration date of the initial certificate will still apply. Any outstanding certification fees from the period prior to decertification must be paid prior to re-entry after decertification.

If the client re-enters Certified Welcoming after 12 months of the decertification date, the client will be required to complete the application process, including paying the full certification fees.



CONFIDENTIAL AND SENSITIVE INFORMATION

Welcoming America recognizes that the rigorous certification process may require clients and stakeholders to share sensitive information. Welcoming America guarantees to treat all information obtained during the certification process with care and caution.

Welcoming America will not share information gathered during the certification process except with Certified Welcoming staff/contractors and its Advisory Panel and when required by law and with expressed permission from the client. Clients are encouraged to share the Final Audit Report with Welcoming America Network staff in order to receive individualized coaching and technical assistance.

Welcoming America may request additional use of information gathered during the audit to be used to build its resource library. Additional consent must be provided before any information gathered during the audit is shared with the public. Clients can provide verbal or written consent to share information.

Confidential Information

Welcoming America considers all proprietary information about clients confidential. Such information includes:

1. Self-assessments
2. Audit reports and related correspondence
3. Audit Action Plans
4. Corrective Action Plans
5. Appeals
6. Complaints
7. Additional information as identified by the client

Public Information

The following is considered public information:

1. Certification status of client
2. Name and location of client
3. Any information that does not allow the client to be identified



ETHICAL CONSIDERATIONS

Welcoming America promotes an ethical culture and assures that the certification process is conducted in an ethical manner. Welcoming America's Core Values and the ISEAL's Principles of Assurance guide Certified Welcoming's work. See Appendix C for Welcoming America's Values and Appendix D for the Principles of Assurance.

Welcoming America recognizes that clients often wish to show hospitality to their certification team during an audit. However, gifts or gratuities, including meals, which could influence or be perceived as influencing their independence and impartiality, are not permitted. The certification team is expected to remain impartial and avoid any possible conflict of interest by refusing gifts offered to them throughout the entire certification process.

Certification teams should not use their official position or information gained through the position for private purposes.

If any member of the certification team has a relationship with a client that may raise doubts about their ability to remain impartial, the relationship should be made known to their immediate supervisor. If it is determined that impartiality is not able to be maintained through the certification process, the individual will be recused from participating in the client's audit and certification.



APPENDICES



APPENDIX A: CERTIFIED WELCOMING POINTS

Compliance Criteria					
Category	#	Requirement/ Indicator	Description	Type	Points
Government Leadership	GL1	Requirement	A policy is in place that designates a unit focused on immigrant inclusion work.	Core	200
Government Leadership	GL1.1	Indicator	The unit is formalized, active, and has dedicated staff.	Core	100
Government Leadership	GL1.2	Indicator	The unit's governance includes multi-sector representation, and representatives reflect the diversity of the immigrant community and the receiving community.	Additional	60
Government Leadership	GL2	Requirement	The unit advances immigrant inclusion through partnership and collaboration across community sectors and government agencies.	Core	200
Government Leadership	GL2.1	Indicator	The unit engages other jurisdictions on immigrant inclusion especially those jurisdictions that have impact on the policies and programs included in this standard.	Core	100
Government Leadership	GL2.2	Indicator	The unit supports local government agencies in setting goals for immigrant inclusion and monitoring progress toward those goals.	Additional	90
Government Leadership	GL3	Requirement	A program(s) is in place to provide information on community services.	Core	200
Government Leadership	GL3.1	Indicator	The program(s) provides information on government resources such as local government services and public benefits.	Core	100



Government Leadership	GL3.2	Indicator	The program(s) provides information on English language learning opportunities.	Core	100
Government Leadership	GL3.3	Indicator	The program(s) provides information on naturalization.	Additional	20
Government Leadership	GL3.4	Indicator	The program(s) provides information on professional licensing and starting a business.	Additional	20
Government Leadership	GL4	Requirement	A program is in place to manage a community-wide plan for immigrant inclusion.	Core	200
Government Leadership	GL4.1	Indicator	The program includes processes to regularly assess the needs and priorities of the local immigrant community in each of the categories of this standard and use that feedback to strengthen the plan.	Core	100
Government Leadership	GL4.2	Indicator	The program includes processes to engage cross-sector and diverse stakeholders in the maintenance and implementation of the plan, including stakeholders from the immigrant community and receiving community.	Core	100
Government Leadership	GL4.3	Indicator	The program includes accountability and learning mechanisms to regularly assess the effectiveness of activities outlined in the plan.	Additional	90
Government Leadership	GL5	Requirement	A program(s) is in place to promote and strengthen the capacity of Community Based Organizations working on immigrant inclusion.	Additional	112
Government Leadership	GL6	Requirement	A program(s) is in place to promote employing a local government workforce	Additional	105



			that reflects the diversity of the community.		
Government Leadership	GL6.1	Indicator	The program(s) identifies and addresses barriers to inclusive hiring and employee retention including barriers to accessing information on open positions.	Additional	35
Government Leadership	GL7	Requirement	A program(s) is in place to advance local and minority, including immigrant, owned business sourcing and contracting.	Additional	105
Government Leadership	GL7.1	Indicator	The program(s) identifies and addresses barriers to sourcing and contracting.	Additional	28
Equitable Access	EA1	Requirement	No locally mandated government policies exist where the primary purpose of the policy is to exclude or disenfranchise immigrants.	Core	200
Equitable Access	EA1.1	Indicator	No locally mandated government codes exist where the primary purpose of the code is to exclude or disenfranchise immigrants.	Core	100
Equitable Access	EA1.2	Indicator	No locally mandated government policies exist where the primary purpose of the policy is to increase the rate of immigrant detention or deportation.	Core	100
Equitable Access	EA1.3	Indicator	No government policies exist where the primary purpose of the policy is to exclude or disenfranchise immigrants based on other facets of their identity including gender, sexual orientation, race, ability, age, or religion.	Core	100
Equitable Access	EA1.4	Indicator	A process(es) is in place to regularly audit and improve local policies and	Additional	90



			codes to strengthen immigrant inclusion.		
Equitable Access	EA2	Requirement	A program(s) is in place to ensure language access across government agencies with the goal of expanding equitable access to programs, services, and activities.	Core	200
Equitable Access	EA2.1	Indicator	The program(s) assesses and addresses language needs for accessing important community information including safety services and emergency and alert systems.	Core	100
Equitable Access	EA2.2	Indicator	The program(s) includes training for staff.	Core	100
Equitable Access	EA3	Requirement	A process(es) is in place to identify barriers to equitable access to programs and services, and develop partnership programs to address those barriers.	Core	200
Equitable Access	EA3.1	Indicator	Partnership programs to achieve equitable access provide services that are responsive to diverse cultural practices, languages, and literacy levels.	Core	100
Equitable Access	EA3.2	Indicator	Partnership programs to achieve equitable access address fraudulent services and scams targeting the immigrant community.	Core	100
Equitable Access	EA4	Requirement	A partnership program(s) is in place to achieve equitable access to health services for immigrants.	Additional	171
Equitable Access	EA4.1	Indicator	The partnership program(s) provides information on health insurance options and promotes access to health insurance.	Additional	27



Equitable Access	EA4.2	Indicator	The partnership program(s) promotes access to health services including treatment, testing, preventative health services, and mental health services.	Additional	63
Equitable Access	EA5	Requirement	A partnership program(s) is in place to achieve equitable access to housing for immigrants.	Additional	171
Equitable Access	EA5.1	Indicator	The partnership program(s) promotes non-discrimination in housing regulations and tenant protections.	Additional	63
Equitable Access	EA6	Requirement	A partnership program(s) is in place to achieve equitable access to transportation for immigrants.	Additional	162
Equitable Access	EA6.1	Indicator	The partnership program(s) promotes affordable transportation services and opportunities.	Additional	27
Equitable Access	EA7	Requirement	A partnership program(s) is in place to achieve equitable access to justice for immigrants.	Additional	136
Equitable Access	EA7.1	Indicator	The partnership program(s) promotes access to justice in local court proceedings including access to legal advice.	Additional	64
Equitable Access	EA7.2	Indicator	The partnership program(s) promotes conflict resolution strategies such as mediation.	Additional	16
Equitable Access	EA8	Requirement	A comprehensive language access policy is in place that cuts across government agencies.	Additional	171
Equitable Access	EA8.1	Indicator	The policy establishes a process(es) to identify essential government services and programs	Additional	81



			and prioritize language access to those services and programs.		
Equitable Access	EA8.2	Indicator	The policy includes training for staff on working with diverse populations.	Additional	36
Civic Engagement	CE1	Requirement	A partnership program(s) is in place to develop immigrant knowledge of local government workings and advance immigrant civic engagement.	Core	200
Civic Engagement	CE1.1	Indicator	The partnership program(s) provides information on civic engagement opportunities along with general information on the responsibilities of local government	Core	100
Civic Engagement	CE1.2	Indicator	The partnership program(s) supports immigrant participation in democratic spaces (i.e. hearings, council meetings).	Additional	50
Civic Engagement	CE1.3	Indicator	The partnership program(s) supports immigrant participation on commissions and boards, and advances immigrant civic leadership.	Additional	50
Civic Engagement	CE2	Requirement	A partnership program(s) is in place to support naturalization.	Core	200
Civic Engagement	CE3	Requirement	A partnership program(s) is in place to support eligible immigrants in voting.	Additional	105
Civic Engagement	CE3.1	Indicator	The partnership program(s) works with relevant local government and state agencies to identify and address barriers to voting for eligible immigrants.	Additional	28



Civic Engagement	CE4	Requirement	A partnership program(s) is in place to engage immigrants in community service activities.	Additional	105
Civic Engagement	CE5	Requirement	A partnership program(s) is in place to address the unauthorized practice of immigration law and related fraudulent services.	Additional	105
Connected Communities	CC1	Requirement	A partnership program(s) is in place to nurture connections between the immigrant community and receiving community	Core	200
Connected Communities	CC1.1	Indicator	The partnership program(s) brings the immigrant community and receiving community together to work on issues of common interest.	Core	100
Connected Communities	CC1.2	Indicator	The partnership program(s) promotes regular interaction and communication between leaders in the immigrant community and leaders in the receiving community.	Core	100
Connected Communities	CC1.3	Indicator	The partnership program(s) builds relationships between the receiving community and the immigrant community, and supports immigrants in building diverse personal networks.	Additional	80
Connected Communities	CC1.4	Indicator	The partnership program(s) includes activities specifically targeted at connecting immigrant and receiving community youth.	Additional	30
Connected Communities	CC2	Requirement	A partnership program(s) is in place to promote a welcoming culture through communications activities across diverse media and communications platforms.	Core	200



Connected Communities	CC2.1	Indicator	The local government has a public proclamation or resolution declaring itself to be a welcoming community.	Core	100
Connected Communities	CC2.2	Indicator	The local government does not make public statements discouraging immigration or immigrant inclusion.	Core	100
Connected Communities	CC2.3	Indicator	The local government does not make public statements directly attacking any community on the basis of their religion, ethnicity, race, gender, orientation, or ability.	Core	100
Connected Communities	CC2.4	Indicator	The partnership program(s) prioritizes messaging that communicates the community-wide benefit of immigrant inclusion and a welcoming culture for all residents.	Additional	30
Education	ED1	Requirement	A partnership program(s) is in place to work with the primary and secondary school system(s) to attain more equitable educational outcomes for immigrant students.	Core	200
Education	ED1.1	Indicator	The partnership program(s) advances immigrant parent engagement in schools and supports immigrant parents in navigating the education system (i.e. provides support with enrollment and information on local school options, resources available to students, and disciplinary procedures).	Core	100
Education	ED1.2	Indicator	The partnership program(s) facilitates immigrant student access	Additional	30



			to extracurricular or enrichment activities.		
Education	ED1.3	Indicator	The partnership program(s) provides information on services such as counseling, financial assistance, and in-state tuition that increase immigrant student access to higher education	Additional	40
Education	ED1.4	Indicator	The partnership program(s) provides career readiness support for immigrant students.	Additional	70
Education	ED1.5	Indicator	The partnership program(s) addresses early learning and primary school readiness for immigrant children.	Additional	70
Education	ED1.6	Indicator	The partnership program(s) includes training for educators and staff on teaching and supporting diverse student populations.	Additional	50
Education	ED2	Requirement	A partnership program(s) is in place to advance educational and career opportunities for immigrant adults	Additional	105
Education	ED2.1	Indicator	The partnership program(s) facilitates access to professional development opportunities.	Additional	21
Education	ED2.2	Indicator	The partnership program(s) supports immigrant access to higher education, technical degrees, certification programs and professional licensing.	Additional	42
Education	ED2.3	Indicator	The partnership program(s) facilitates credentialing for immigrants.	Additional	42



Economic Development	EC1	Requirement	A partnership program(s) is in place to support immigrant jobseekers	Core	200
Economic Development	EC1.1	Indicator	The partnership program(s) provides information and employment counseling to jobseekers such as information on job search resources.	Core	100
Economic Development	EC1.2	Indicator	The partnership program(s) aims to prepare and place immigrants in jobs that pay a living wage and provide the potential for upward mobility.	Additional	70
Economic Development	EC1.3	Indicator	The partnership program(s) supports professional networking and mentorship opportunities.	Additional	30
Economic Development	EC1.4	Indicator	The partnership program(s) connects immigrants to work experience opportunities such as internships and apprenticeships.	Additional	30
Economic Development	EC2	Requirement	A partnership program(s) is in place to engage local employers, chambers of commerce, and other employer networks in immigrant inclusion work	Additional	105
Economic Development	EC2.1	Indicator	The partnership program(s) promotes workplace language learning opportunities.	Additional	21
Economic Development	EC2.2	Indicator	The partnership program(s) works with employers to improve workplace conditions and culture.	Additional	21
Economic Development	EC2.3	Indicator	The partnership program(s) promotes the recognition of foreign work experience.	Additional	42
Economic Development	EC2.4	Indicator	The partnership program(s) works with	Additional	49



			businesses to identify and address discriminatory practices in hiring and employment.		
Economic Development	EC3	Requirement	A partnership program(s) is in place to advance immigrants in starting, building, and growing businesses.	Core	200
Economic Development	EC3.1	Indicator	The partnership program(s) provides information on enterprise development services.	Core	100
Economic Development	EC3.2	Indicator	The partnership program(s) includes a process to regularly assess, identify, and address barriers for immigrant entrepreneurs and immigrant business-owners (i.e. access to contracting, financing, networking, and technical assistance opportunities).	Additional	60
Economic Development	EC4	Requirement	A partnership program(s) is in place to identify economic development needs and opportunities for immigrants.	Additional	105
Economic Development	EC4.1	Indicator	A process(es) is in place to integrate the findings of the partnership program(s) and immigrant inclusion best practice into the local government's formal economic development approach.	Additional	35
Economic Development	EC5	Requirement	A partnership program(s) is in place to strengthen immigrants' knowledge of the financial system and financial skills including avoiding predatory services and over-indebtedness.	Additional	105
Economic Development	EC6	Requirement	A partnership program(s) is in place to provide education on workers' rights and workplace safety, improve access to	Additional	136



			legal advice on employment and workplace issues, and address predatory practices targeting immigrant workers.		
Safe Communities	SC1	Requirement	A program(s) exists to train public safety staff on working with diverse populations	Core	200
Safe Communities	SC1.1	Indicator	The program(s) includes training for staff operating emergency response systems under the jurisdiction of the local government	Core	100
Safe Communities	SC1.2	Indicator	The program(s) includes law enforcement staff under the jurisdiction of the local government.	Core	100
Safe Communities	SC1.3	Indicator	The program(s) includes code enforcement staff under the jurisdiction of the local government.	Core	100
Safe Communities	SC1.4	Indicator	The program(s) engages other jurisdictions whose public safety or emergency response systems impact local residents.	Core	100
Safe Communities	SC2	Requirement	A partnership program(s) is in place to strengthen relationships and promote regular communication between law and code enforcement agencies and the immigrant community.	Core	200
Safe Communities	SC3	Requirement	A partnership program(s) is in place to educate immigrants about their rights and responsibilities under the law.	Core	200
Safe Communities	SC3.1	Indicator	The partnership program(s) includes information on immigration law and enforcement.	Core	100
Safe Communities	SC3.2	Indicator	The partnership program(s) includes	Core	100



			information on relevant local codes.		
Safe Communities	SC4	Requirement	A policy(ies) is in place to provide safety services in a way that builds trust and relationships between the immigrant community and relevant agencies.	Additional	171
Safe Communities	SC4.1	Indicator	The policy addresses victim services.	Additional	81
Safe Communities	SC4.2	Indicator	The policy covers code enforcement.	Additional	72



APPENDIX B: AUDIT AGENDA DETAILS

For a detailed audit template, please contact a staff member at certified@welcomingamerica.org

Framework Area	Time	Description of Audit Meeting and Purpose	Examples of Participants
Opening Meeting	2 hours	Present and discuss audit plan; clarify key information; provide high-level overview of key issues	Lead government staff and additional invited stakeholders, e.g. steering committee chairs, if applicable.
Government Leadership	1.5 hours	Interview participants to gather additional evidence to confirm compliance with the Welcoming Standard and to identify highlights and observations for report.	Government staff; elected officials; community wide plan stakeholders
Equitable Access	1.5 hours		Immigrant/refugee service providers; legal service providers; immigrant community leaders
Civic Engagement	1.5 hours		Immigrant/refugee service providers; legal service providers; immigrant community leaders
Connected Communities	1.5 hours		Immigrant and receiving community leaders; government staff; leadership organizations; youth organizations; community service organizations
Education	1.5 hours		Local school district(s); adult education providers; community college(s) and university(ies);
Economic Development	1.5 hours		Workforce development organization(s); adult education provider(s); chamber of commerce; small business development center; immigrant/refugee service provider(s)
Safe Communities	1.5 hours		Law enforcement staff; immigrant rights organization(s); emergency service staff; code enforcement staff;
Closing Meeting	1 hour	Review initial findings from audit; receive additional information, if required; confirm next steps	Lead government staff and additional invited stakeholders, e.g. steering committee chairs, if applicable.



APPENDIX C: WELCOMING AMERICA VALUES

Welcoming America is driven to build a more welcoming America, achieving excellence in all they do and is guided by the following values and principles:

Diversity, Equity and Inclusion

Welcoming America believes in opportunity for all. Our ideals remind us that we are all created equal and that our strength lies in the forging of a nation based on shared values and common purpose.

We operate with the conviction that better decisions are reached when multiple backgrounds and perspectives are meaningfully engaged and strive to create an equitable and collaborative environment in which differences are embraced and harnessed to achieve the best results. We consider all facets of diversity, including the areas of gender, race, ethnicity, religion, class, and sexual orientation, as well as cultural aspects, including values, preferences, and beliefs.

Entrepreneurial and Bold Leadership, Creativity and Learning

We believe leadership requires a willingness to try new things, and effective leadership and decision-making is critical to creating the change we wish to see in our society.

Valuing People and Relationships

We intentionally lead with the heart and believe in engaging those with differing viewpoints than our own. Our communities and organization function best when all members feel they are welcome, and cooperation is key to overcoming common challenges and building inclusive communities.

Transparency and Integrity

We commit to doing what we say we will do and doing it to the highest possible quality.



APPENDIX D: ISEAL ALLIANCE PRINCIPLES OF ASSURANCE

Welcoming America subscribes to the ISEAL Alliance credible sustainability standards and works to incorporate its best practices throughout the Certified Welcoming Program and the Welcoming Standard. Included in the ISEAL Alliance credible sustainability standards are the principles of assurance, which are defined below.

For additional information on ISEAL Alliance please visit www.isealalliance.org

Accessibility: Assurance programmes that are accessible help support the sustainability objectives of the standards system. Accessible assurance is affordable to clients who fall within the scope, is culturally sensitive, comprehensible, and within reach of the target clients.

Competence: Competence applies most directly to the individuals who are engaged in different aspects of the assurance process. Competent personnel have technical knowledge of assurance and are able to interpret and apply the intent of the standards. Having competent management of the assurance programme ensures greater integrity and efficiency in the implementation of the system.

Consistency: Assurance systems that achieve the same results when applied in different contexts or involving different staff are consistent. The objective of having a consistent assurance programme is to ensure replicable results across the programme.

Impartiality: Clients of impartial assurance programmes are treated fairly and objectively. Impartiality can be demonstrated through independence or through provisions for transparency and stakeholder engagement.

Rigour: A rigorous assurance programme is more likely to provide accurate results. The level of rigour refers to the intensity of the assurance process e.g. how many clients are sampled, how often, and how thoroughly, intensity of surveillance, and the breadth of stakeholder engagement in the assurance process.

Transparency: Assurance that is transparent is under the scrutiny of stakeholders so has less risk of corruption or conflict of interest. Transparency also builds confidence in assurance as the public is more trusting of institutions that are open.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: December 9, 2025

SUBJECT: Order 114-25/26 Amendment to Portland City Code Chapter 2 Re: Civilian Police Review Board - Sponsored by Health & Human Services & Public Safety Committee, Councilor Anna Bullett, Chair

SPONSOR: The Health and Human Services and Public Safety 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

Final Action

Can action be taken at a later date: No

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

PRESENTATION:

I. SUMMARY

II. AGENDA DESCRIPTION

This Order proposes amendments to Chapter 2 of the Portland City Code to establish a new Civilian Police Review Board (CPRB), which replaces the former Police Citizen Review Subcommittee. The proposed CPRB is a standalone body with ten members and will review all police department internal affairs investigations for due process issues. The Health and Human Services and Public Safety Committee voted 3-1 on November 13, 2025 to recommend to the City Council approval of this amendment.

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

III. BACKGROUND

During the November 2022 election, Ballot Question #7 - Civilian Police Review Board was approved by the voters and resulted in the addition of Article IX to the City Charter as of July 1, 2023. Article IX instructs the City Council to implement an ordinance which creates a new Civilian Police Review Board (the "CPRB"), which will replace the existing Police Citizen Review Subcommittee (the "PCRS"). This ordinance fulfills this Charter requirement. This ordinance comes before the Council after being reviewed and revised in multiple City Council workshops over the last few years as well as at the Health and Human Services and Public Safety Committee this fall.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

VI. STAFF ANALYSIS AND BACKGROUND

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Amendment - Ch2 re Civilian Police Review Board

Prepared by:

Date: 12/09/2025

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

CITY OF PORTLAND IN THE CITY COUNCIL

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

AMENDMENT TO PORTLAND CITY CODE CHAPTER 2 RE: Civilian Police Review Board

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORTLAND,
MAINE IN CITY COUNCIL ASSEMBLED AS FOLLOWS:

1. *That the Sections 2-32, 2-33, 2-40, 2-46 thru 2-51, 2-54 thru 2-59.7, 2-60.1, thru 2-60.7, 2-66 thru 2-68, and 2-76 thru 2-90 of the Portland City Code Chapter 2 are hereby amended to read as follows:*

Chapter 2 ADMINISTRATION*

Art. I. In General, §§ 2-1 -- 2-15

Art. II. Officers, §§ 2-16--2-30

Div. 1. Generally, §§2-16-2-20

Div. 2. Prohibition on Immigration Status Checks §§2-21-2-30

Art. III. Boards, Commissions, Committees, etc., §§ 2-31--2-40

Art. III-A. Portland Land Bank Commission; Fund, §§ 2-41-2-45

Art. IV. Civil Service, §§ 2-46--2-90

Div. 1. Generally, §§ 2-46

Div. 2. Civil Service Employment Commission, §§ 2-47--2-57

Div. 3. Employment Subcommittee Fire and Police Department
Employment, §§ 2-58-2-75

~~Div. 4. Police Citizen Review Subcommittee, §§ 2-76-2-90~~

Art. IV-A. Civilian Police Review Board, §§ 2-76-2-90

Art. V. Employee Benefits, §§ 2-91--2-200

Div. 1. Generally, §§ 2-91--2-100

Div. 2. Retirement, §§ 2-101--2-200

Art. VI. Funds Due to City, §§ 2-201--2-300

Div. 1. Generally, §§ 2-201--2-220

Div. 2. Provisional Payments, §§ 2-221--2-229

Div. 3. Interest, §§ 2-230--2-300

Art. VII. Procurement and Contracting Procedures, §§ 2-301--2-400

Div. 1. Generally, § 2-301

Div. 2. Competitive Process for Contracts, §§ 2-302-2-312

Div. 3. Sale or Disposal of Real or Personal Property §§ 2-313-2-400

Art. VIII. Civil Emergency Preparedness, §§ 2-401--2-415

Art. X. Exemption from Vehicle Excise Tax for Certain Military Personnel, §§ 2-436--2-437

* * *

ARTICLE III. BOARDS, COMMISSIONS, COMMITTEES, ETC.*

Sec. 2-32. Limitation on term of service--Generally.

(a) No person shall be appointed to, nor serve, more than three (3) consecutive full terms or nine (9) consecutive-years, whichever is greater, on the same board or commission of the city.

(b) Except as otherwise specified in the Charter, the foregoing limitation shall apply only to service as a regular voting member of the board or commission, and not to service as an alternate nor as a nonvoting member.

Sec. 2-33. Applicability.

(a) The above limitation on terms shall apply to the following boards and commissions:

(1) Board of appeals;

(2) Board of assessment review;

(3) Reserved;

(4) Cable television committee (CATV);

(5) Civil service ~~commission~~ employment ~~subcommittee~~ commission;

(6) ~~Civil service commission police citizen review subcommittee~~ Civilian police review board;

- (7) Community development block grant allocation committee;
- (8) ~~Friends of the park~~Parks commission;
- (9) Historic preservation committee;
- (10) Land bank commission;
- (11) Planning board; and
- (12) Portland public art committee;

(b) Except as otherwise specified in the Charter, Tthe above limitation on terms shall not be applied retroactively and shall apply to any person serving on one (1) of the above-named boards or commissions on the effective date of this section (5/1/91) beginning with the expiration of the term in which they are so serving. Notwithstanding the foregoing, the limitation on terms shall be applied to members serving on the boards and commissions identified in section 2-33, subsection (a), paragraphs 5,6,7 and 12, beginning with the expiration of the term of any sitting board or commission member following the passage of this amendment.

(c) Nothing herein shall prevent consecutive appointment of any person to a different board or commission from that on which he or she has served the maximum consecutive time.

(d) In the case of the board of harbor commissioners, such limitation shall apply only to the two (2) members appointed by the City Council.

(e) Any member on the above-named boards or commissions who completes the maximum years of service prior to the expiration of ~~his or her~~their term shall be allowed to complete that term of service and to continue to serve after expiration of that term until a successor is appointed and qualified, provided such service shall not continue in excess of one hundred twenty (120) days after expiration of the term.

(f) If an individual who served as a member of the police citizen review subcommittee is appointed to serve on the civilian police review board, the years that the individual served on the police citizen review subcommittee and the years served on the civilian police review board will count toward the nine-year limitation in section 2-32(a).

Sec. 2-40. Tenure of Directors of the Board of the Greater Portland Transit District.

Each Director of the board of the Greater Portland Transit District representing the City of Portland on the effective date of this amendment, or thereafter, shall be appointed annually for a term of one (1) year and until ~~his or her~~their successor is appointed. Each Director so appointed shall serve at the pleasure of the City Council.

ARTICLE IV. CIVIL SERVICE*

DIVISION 1. GENERALLY

Sec. 2-46. Definitions.

The following words and phrases, when used in this article, shall have the meanings respectively ascribed to them unless the context otherwise indicates:

Cause. In the case of a member, "cause" shall mean just cause and shall include any act or omission which constitutes legal cause and includes, but is not limited to: violation of any departmental rule or rules; incompetent or inefficient performance of duty; or inattention to or dereliction of duties; insubordination; discourteous treatment of the public or a fellow employee; violation of any provision of this article or the rules adopted thereunder, whether such violation may result in a forfeiture of office hereunder, or not; job suitability or physical unfitness to perform the normal duties of the position which the member holds; the use of intoxicating liquors, narcotics, or any other drug, liquid, or preparation on duty, or to such an extent that such use interferes with the efficiency or job suitability or physical fitness of the member, or prevents the member from properly performing the normal functions and duties of ~~his or her~~their position; misconduct; the commission of any disqualifying criminal offense; failure to report to the appropriate superior; errors, incompetence, misconduct, inefficiency, neglect of duty, or any other form of misconduct or negligence of which the member has knowledge; and any other acts or omissions which would tend to directly discredit or injure the public service or would jeopardize the effective functioning of the department. In the case of a civil service employment commissioner or alternate, "cause" shall

include any act or omission which constitutes legal cause, and includes but is not limited to: incompetent or inefficient performance of duty; unexcused absences from commission meetings; violation of any provision of this article or the rules adopted thereunder, whether such violation may result in a forfeiture of office hereunder, or not; the commission or conviction for any disqualifying criminal offense, or any action by the Civil Service Commissioner or alternate intended to affect or influence, or which could reasonably be expected to affect or influence any decision of the City Manager, the Chief of either department, or the City Council with respect to the department, or of any member of the department with respect to the performance of ~~his or her~~their duty.

Charge means a written statement to the member describing the act or omission constituting cause for action taken or proposed to be taken.

~~*Civil service commission* means collectively the two independent subcommittees constituting the commission, i.e. the employment subcommittee and the police citizen review subcommittee.~~

Demotion means any reduction in rank within the department but shall not include any economic layoff.

Director of human resources shall mean the person designated by the City Manager to act as Director of Personnel for the City and ~~his or her~~their designees (also referred to herein as the "Director").

DIVISION 2. CIVIL SERVICE EMPLOYMENT COMMISSION*

Sec. 2-47. Created.

There is hereby created a civil service employment commission, also referred to in this article as the commission. ~~The commission shall consist of two separate and independent subcommittees as follows: the civil service employment subcommittee and the civil service police citizen review subcommittee. Commissioners shall be appointed to, and serve on, one of the two subcommittees only.~~

Sec. 2-48. Composition.

~~(a)~~ The Civil Service Employment ~~Subcommittee of the Civil~~

~~Service~~ Commission shall consist of three (3) commissioners and one (1) alternate who shall serve in the absence of any commissioner.

~~— (b) The police citizen review subcommittee shall consist of seven (7) commissioners who shall serve in the absence of any commissioner.~~

Sec. 2-49. Qualifications.

(a) *Qualifications of commissioners.* Every civil service employment commissioner and alternate shall be a resident of the City of Portland. In addition, the following persons shall not be eligible for appointment to, or service on the Commission:

(1) Any present or former employee of the city or school department, who was employed by the city or school department within the previous one ~~ten~~ ~~(10)~~ year periods;

(2) Any present or former member of the City Council or School Board, who ~~has~~ held that position in the previous one ~~ten~~ ~~(10)~~ years period; ~~or~~

(3) Any civil service employment commissioner who has completed three (3) consecutive full terms of three (3) years as provided in Chapter 2, Article III;

(4) Any individual presently serving as a member of the civilian police review board; or-

~~(5b)~~ Any relative of a present member of the police or fire departments. Additional subcommittee eligibility requirements:-

~~(1) Employment subcommittee. The following persons shall not be eligible to serve on the employment subcommittee:~~

~~any relative of a present member of the police or fire departments.~~

~~(2) Police Citizen Review Subcommittee. In order to ensure an objective and unbiased audit of the police department's internal affairs investigation process, any applicant for service on the citizen review subcommittee shall be disqualified from serving on said subcommittee~~

~~if:~~

- ~~a. any member of the applicant's immediate family is or has been a Portland police officer in the previous ten (10) years;~~
- ~~b. the applicant or any member of his or her immediate family has been arrested by any member of the Portland police department within the previous ten (10) years, or has had the final disposition of any criminal proceedings resulting from such an arrest within the previous ten (10) years, whichever is longer;~~
- ~~c. his or her immediate family has filed a complaint with the internal affairs unit of the Portland police department within the previous ten (10) years;~~
- ~~d. the applicant or any member of his or her immediate family has brought suit against the City of Portland, the Chief of Police, the police department or any individual police officer for a cause of action arising out of an officer's performance of his or her duties; within the last ten (10) years, or has had such a suit finally disposed of within the previous ten years, whichever is longer; and~~
- ~~e. "Immediate family" as used herein shall mean and include spouse, domestic partner, children, grandchildren, parents, grandparents, and siblings.~~

(~~be~~) Failure to disclose any grounds for disqualification or falsification of any information in the application process shall disqualify the person from service on the commission and shall constitute "cause" within the meaning of section 2-46.

(~~cd~~) Any civil service employment commissioner or alternate who becomes ineligible to serve during ~~his or her~~their term shall resign, and failure to do so shall be "cause" within the meaning of section 2-46. A commissioner or alternate ~~on the employment subcommittee~~ who is a relative of any candidate for appointment under this article shall inform the secretary in writing of such relationship and shall not attend any meeting of the ~~subcommittee~~ commission dealing with such candidacy, nor participate in nor

attempt to influence any action by the commission with respect to the position for which such relative has applied.

(de) Reasonable efforts shall be made to ensure that the appointments to the civil service employment commission are diverse and representative of the community.

Sec. 2-50. Appointment.

Civil service employment commissioners and the alternates shall be appointed by the City Council. Such power of appointment shall be exercised only after the City Clerk has published a notice announcing such position or positions, describing the responsibilities thereof, and soliciting applications by qualified persons in a newspaper of general circulation within the city not less than fifteen (15) calendar days in advance of action by such council. Applications may be solicited whether or not there is a vacancy, and such applicants may be considered for any vacancy which occurs within one hundred eighty (180) days of the closing date for such applications. Such applicants may also be considered for appointment as a commissioner pro tem pursuant to section 2-55 below. Nothing herein shall limit the city's authority to solicit applications whenever the City Manager deems that it is necessary.

Sec. 2-51. Terms.

~~(a) Term.~~ Each civil service employment commissioner or alternate shall be appointed to a three-year term, unless appointed to fill a vacancy. ~~Police—citizen—review—subcommittee commissioners first appointed hereunder shall be appointed for one-, two- and three-year terms so that only two (2) are initially selected each year other than by reason of resignation, removal or death.—~~A commissioner or alternate shall serve until ~~his or her~~their successor is appointed and qualified, but in no case longer than one hundred twenty (120) days from the expiration of ~~his or her~~their term.

(b) *Limitation on service.* The term limitations of Chapter 2, Article ~~III~~ii shall apply to service on ~~each of the subcommittees of~~ the civil service employment commission.

(c) *Applicability.* The limitation on terms provided by this amendment shall apply to any person serving on the civil service employment commission as of the effective date of this amendment (7/5/1991) and to any person appointed after said effective date.

Sec. 2-54. Officers.

~~Each subcommittee of~~ The civil service employment commission shall annually elect one (1) of its members as the chair. ~~Each The commissionsubcommittee~~ may, at its option, also elect one (1) of its members as the vice chair, to serve in the absence of the chair. The Director of Human Resources or ~~his or her~~their designee shall serve as secretary to the ~~employment subcommittee~~commission and shall furnish any necessary administrative assistance. ~~The corporation counsel or his or her designee shall serve as secretary to the police citizen review subcommittee and shall furnish any necessary administrative assistance to that subcommittee.~~

Sec. 2-55. Commissioners pro tem.

In the case of temporary absence from the city, temporary disability of the civil service employment commission members and alternate, or other circumstances, so that a quorum of ~~a subcommittee~~the commission cannot be constituted without such action, the City Council may appoint such commissioners pro tem as may be necessary to constitute a quorum. Commissioners pro tem shall be subject to the eligibility requirements of this division. A commissioner pro tem shall possess the powers and discharge the duties of a regular commissioner during the absence or disability for which he or she has been appointed; provided, however, that a commissioner pro tem shall have no authority with respect to rule-making by the commission and shall not participate in any action or decision where a quorum is otherwise present.

Sec. 2-56. Meetings.

(a) *Calling of meetings.* Meetings or hearings of ~~either subcommittee of~~ the Civil Service Employment Commission may be called at any time by its Chair, or in the absence from the city or disability of the Chair, by any member of the ~~Subcommittee~~commission. The Chair ~~of a Subcommittee~~ shall call a meeting upon request from any ~~Subcommittee~~CCommissioner.

(b) *Quorum.* A quorum of the ~~Employment Subcommittee of the Civil Service~~ Commission shall be two (2). The ~~Subcommittee~~ Alternate may attend any hearing or meeting, but shall participate as a Commissioner only during the absence or disability of any Commissioner or whenever a vacancy on the ~~Subcommittee~~Commission exists.

~~— A quorum of the Police Citizen Review Subcommittee shall be four (4). Notwithstanding the foregoing, the quorum shall be reduced to three (3) during any period when there is a vacancy on the Subcommittee, including a vacancy in the position of alternate.~~

Sec. 2-57. Prohibited practices.

(a) *Forfeiture of office.* A determination by a court of competent jurisdiction of a practice, or facts necessarily constituting a practice prohibited by this section by any civil service employment commissioner, alternate, member of a department, or any other person shall result in the forfeiture of any office held by such person and shall be a permanent disqualification for any office existing under or governed by this article.

(b) *Nondiscrimination.* No discrimination shall be exercised, promised, or threatened by any person, in connection with any action taken or to be taken under this article, in favor or against any applicant or member of a department because of ~~his or her~~their religious beliefs, ancestry, national origin or veteran's status; race, sex, sexual orientation, or color; because of age or physical or mental disability, except where such requirements constitute a bona fide occupational qualification or failure to meet the requirements poses a safety hazard or cannot be reasonably accommodated; because the applicant or member of the department, or member of ~~his or her~~their family, has or has declined to contribute to any political fund or to render political service; or because of any lawful union activity or membership. No person shall seek or attempt to use, nor shall the civil service employment commission give consideration to, any political endorsement, or any other factor prohibited by the preceding sentence. To the extent consistent with law and with this article, it is the policy of the city to encourage diversity in its work force and to use affirmative action in its recruitment of applicants for positions hereunder.

DIVISION 3. ~~EMPLOYMENT SUBCOMMITTEE~~FIRE AND POLICE DEPARTMENT EMPLOYMENT

Sec. 2-58. Applicability; duties.

(a) *In general.* This division shall govern the appointment, reinstatement, promotion, demotion, layoff, suspension,

resignation, or removal of members of the fire and police departments of the city, other than the chiefs thereof, except to the extent that the Maine Public Employees Labor Relations Law and any collective bargaining agreement made in accordance therewith provides to the contrary.

(b) *Duties.* In addition to carrying out the duties described elsewhere in this article, it shall be the duty of the ~~employment subcommittee~~commission:

- (1) To establish a system of personnel administration for members of the departments based on competition, merit principles, and scientific methods, and to prevent unlawful discrimination based upon race or color, religion, age, sex (including pregnancy), sexual orientation, gender identity or expression, ancestry or national origin, physical or mental disability, veteran status, genetic information, previous assertion of a claim or right under Maine's Workers' Compensation Act, previous actions taken protected under Maine's Whistleblowers' Protection Act, or any other protected group status as defined by applicable law, or political affiliation;
- (2) To oversee the process of creating lists of names of persons eligible for specific appointments; and
- (3) To make suitable rules, from time to time, which rules shall not be inconsistent with this article, applicable statutes, or regulations. Proposed rules shall be submitted to the City Manager and shall become effective when approved by the City Manager. All such rules shall be recorded in the office of the City Clerk.

Sec. 2-59.1. Minimum qualifications for original appointment to the fire department.

(a) *Standards required.* Each candidate for original appointment to the fire department must meet the minimum requirements set forth in this subsection. The deadline by which these requirements must be met, the method of proving such requirements have been satisfactorily met, and any additional requirements shall be established by rule of the ~~employment subcommittee~~commission:

- (1) *Age.* Have reached the age of twenty-one (21), or have reached the age of twenty (20) with two years of post-high school education.
- (2) *Good character.* Be of good character; which includes a personal history of honesty, fairness, and respect for the rights of others and for state and federal law. No person shall be appointed who has a history which includes a disqualifying criminal offense or conviction.
- (3) *Education and experience.* Have a high school diploma or general equivalency diploma (GED);
- (4) *Licensing.* Possess a valid State of Maine Emergency Medical Technician license of EMT-B or higher;
- (5) *Motor vehicle driver's license.* Possess a valid motor vehicle driver's license for the three (3) years immediately preceding the date of application. If such license is from a state other than the State of Maine, the candidate must be qualified to receive a State of Maine driver's license; and
- (6) *Citizenship or immigration status.* Be a citizen of the United States or eligible to work in the United States.

(b) *Automatic disqualifiers.* An applicant for original appointment will be automatically disqualified from the hiring process for any of the following characteristics, and as further established by rule of the ~~employment subcommittee~~commission:

- (1) *Disqualified Individuals.* Disqualification from participating in federal funded health care programs under the Social Security Act.
- (2) *Criminal Convictions/Conduct.* Disqualifying criminal conviction;
- (3) *Protection Orders.* An active Protection from Abuse or Protection from Harassment Order (temporary or permanent) served on the applicant;
- (4) *Military Service.* Dishonorable discharge from the military or a bad conduct discharge from the military;
- (5) *Tattoos or Body Art.* Tattoos, branding, body art or body markings that (a) indicate a criminal gang affiliation,

(b) depict sexually explicit art or nudity, (c) are associated with hate groups or supremacist groups such as swastikas, pentagrams, or (d) otherwise violate the rules promulgated by the Fire Chief.

Sec. 2-59.2. Hiring process for original appointment to the fire department.

(a) *Fire department hiring process.* All applicants for original appointment to the fire department shall satisfactorily complete the minimum requirements in this section. The ~~employment subcommittee~~commission may, by rule, establish processes and procedures to implement these requirements, may set minimum passing scores, and may impose additional requirements for original appointment.

- (1) *Job-related aptitude capacity test.* All applicants for original appointment must pass a job-related aptitude capacity test.
- (2) *Physical fitness test.* All applicants for original appointment must pass a physical fitness test.
- (3) *Oral interview.* All applicants for original appointment must satisfactorily complete an oral interview. The oral interview panel shall consist of one member of the ~~employment subcommittee~~commission and designees of the fire chief. No member of the panel may be a candidate for the position nor a relative of a candidate.

(b) *Conditional offer of employment.* Upon successful completion of the job-related aptitude capacity test, the physical fitness assessment and the oral interview, the fire chief may evaluate the candidates and make a conditional offer of employment to qualified applicants, at ~~his or her~~their discretion. The conditional employee must successfully complete the following requirements. Failure to do so will result in revocation of the conditional offer of employment.

- (1) *Background check.* All applicants for original appointment must satisfactorily complete a background check, including criminal history, driving record, and credit check.
- (2) *Medical examination.* The applicant must satisfactorily complete a medical exam to determine whether the applicant is physically capable of performing the essential functions of the job.

(3) *Job suitability assessment.* The applicant must satisfactorily complete a job suitability assessment.

(c) *Rehire of former fire department member.* In the sole discretion of the fire chief, a fire department member who voluntarily terminated ~~his or her~~their employment on satisfactory terms may be rehired to a vacant, entry-level position within one year of termination without completing the full process required by subsection (a) above. However, the member must satisfactorily complete a new medical examination and job suitability assessment, and must complete a new probationary period.

(d) *Transfer between public safety departments.* Upon the written request of the employee to the chief of ~~his or her~~their department, an employee in good standing within either department may be transferred from one department to the other to an entry level position, subject to the conditions and limitations established by rule of the ~~employment-subcommittee~~commission and with the approval of both chiefs and the City Manager. Police officers requesting a transfer to the Fire Department must successfully complete the Candidate Physical Abilities Test (CPAT) and provide proof of a valid State of Maine Emergency Medical Technician license. The Chief of Police may waive the police entrance exam for firefighters. All other hiring requirements must be successfully completed.

(e) *Waiver.* During periods of difficulty in recruitment, the ~~employment-subcommittee~~commission may vary the requirements of this section by rule, which rule shall not be effective for more than one hiring cycle.

Sec. 2-59.3. Disqualification and temporary withdrawal from fire application process.

In accordance with rules promulgated by the ~~employment-subcommittee~~commission, an applicant may be disqualified, or temporarily withdraw, from the application process as follows:

(a) *Disqualification.* After notice and an opportunity to be heard, the ~~employment-subcommittee~~commission or the fire chief may disqualify an applicant for original appointment.

Sec. 2-59.4. Fire department promotional process.

(a) *Minimum qualifications.* All candidates for promotion within the fire department shall satisfactorily complete the minimum requirements in this section. The ~~employment subcommittee~~commission may, by rule, establish processes and procedures to implement these requirements, may set minimum passing scores, and may impose additional requirements for promotion.

(5) *Oral interview.* All promotional candidates must satisfactorily complete an oral interview. The oral interview panel shall consist of one member of the ~~employment subcommittee~~commission and designees of the fire chief. No member of the panel may be a candidate for the position nor a relative of a candidate. The president of the union, or ~~his~~their designee, shall have the right to observe, but not participate in, the interview.

(b) *Eligible promotion list.* Promotional candidates shall be placed on a ranked certified promotional list. A separate list shall be made for each promotional rank.

(1) The list shall be ranked based on a methodology established by the ~~employment subcommittee~~commission.

(2) The ~~employment subcommittee~~commission shall also establish rules governing the validity of the list, including the minimum number of names required on the list, the duration and expiration of the list, and other requirements.

(c) *Promoting from ranked certified promotional list.* Promotions in the fire department shall be made from the ranked certified promotional list in their order of ranking, unless the candidate refuses the promotion, is disqualified for cause by the chief, or lacks the particular skill set required by the promotional vacancy. If the chief disqualifies a candidate for cause, he or she shall state the reasons for disqualification in writing.

(d) *Command staff.* The ~~employment subcommittee~~commission may provide by rule for special procedures or different competitive examination for appointment to fire department command staff because such rank requires particular and exceptional qualifications of a scientific, managerial, professional,

technical, or educational character and said rule may waive any requirement of this article in such cases.

(e) *Waiver.* When the number of employees eligible for promotion to a particular vacancy is insufficient to permit meaningful competition, the ~~employment-subcommittee~~commission may vary the requirements of this section by rule, which rule shall not be effective for more than one promotional cycle.

Sec. 2-59.5. Disqualification during fire promotional process.

After notice and an opportunity to be heard, the ~~employment-subcommittee~~commission or the fire chief may disqualify a candidate from participating in the promotional process, or may remove a candidate for promotion from the ranked certified promotional list.

Sec. 2-59.6. Fire department appeals and rights.

(a) *Appeals from decisions of the fire chief.* Except as otherwise provided, an applicant, candidate for original appointment, or candidate for promotion shall have the opportunity to appeal any decision made by the fire chief under this division to the ~~employment-subcommittee~~commission, pursuant to rules established by the ~~subcommittee~~commission. The ~~subcommittee~~commission may, after hearing, uphold or overturn the fire chief's decision. The ~~subcommittee-commission~~ shall provide the fire chief and the appellant with written notice of its decision and the reasons therefor.

—— (b) *Appeals from decisions of the ~~employment-subcommittee~~commission.* An appeal of a decision of the ~~employment-subcommittee~~commission under this section may be taken to the city council. The city council may, after hearing, uphold or overturn the ~~employment-subcommittee~~commission's decision. The council shall provide the ~~subcommittee~~commission, fire chief, and appellant with written notice of its decision and the reasons therefor.

(f) *Rulemaking.* The ~~employment-subcommittee~~commission may promulgate rules to implement this section, including forms and deadlines for appeal.

Sec. 2-59.7. Fire department probationary period.

(a) Each member who is originally appointed to or rehired in the fire department, or who is promoted, pursuant to this division shall be a probationary employee for one (1) year from the date of appointment or promotion. This section shall not, however, apply to an employee who is recalled after layoff, so long as he or she completed the probationary period prior to layoff.

(b) The fire chief may at any time during the probationary period reject any person appointed or promoted. The fire chief must state ~~his or her~~their reasons for rejection in writing, and provide those reasons to the employee and the ~~employment subcommittee~~commission.

Sec. 2-60.1. Minimum qualifications for original appointment to the police department.

(a) Standards required. Each candidate for original appointment to the police department must meet the minimum requirements set forth in this subsection. The deadline by which these requirements must be met, the method of proving that such requirements have been satisfactorily met, and any additional requirements shall be established by rule of the ~~employment subcommittee~~commission:

(b) *Automatic Disqualifiers.* An applicant for original appointment will be automatically disqualified from the hiring process for any of the following characteristics, and as further established by rule of the ~~employment subcommittee~~commission:

- (1) *Criminal Convictions/Conduct.* Any conviction for a disqualifying criminal offense or engaging in conduct that qualifies as a disqualifying criminal offense as ~~—~~defined in Maine law and the entrance standards of the Maine Criminal Justice Academy, including having no convictions for or have engaged in any conduct which would constitute Murder, Class A, Class B, Class C, or Class D crimes, or any provision of the ~~Maine~~ Criminal Code, Chapters 15, 19, 25, or 45 which include Theft, Falsification in Official Matters, Bribery & Corrupt Practices, and Drugs.

Sec. 2-60.2. Hiring process for original appointment to the police department.

(a) *Police department hiring process.* All applicants for original appointment to the police department shall satisfactorily complete the minimum requirements in this section. The ~~employment subcommittee~~commission may, by rule, establish processes and procedures to implement these requirements, set minimum passing scores, and impose additional requirements for original appointment.

(b) *Conditional offer of employment.* Upon successful completion of the job-related aptitude capacity test, the physical fitness assessment and the oral interview, the Police Chief may evaluate the candidates and make a conditional offer of employment to qualified applicants, at ~~his or her~~their discretion. The conditional employee must successfully complete the following requirements. Failure to do so will result in revocation of the conditional offer of employment.

(~~c~~b) *Transfer between public safety departments.* Upon the written request of the employee to the chief of ~~his or her~~their department, an employee in good standing within either department may be transferred from one department to the other to an entry level position, subject to the conditions and limitations established by rule of the ~~employment subcommittee~~commission and with the approval of both chiefs and the City Manager. Police officers requesting a transfer to the Fire Department must successfully complete the Candidate Physical Abilities Test (CPAT) and provide proof of a valid State of Maine Emergency Medical Technician license. The Chief of Police may waive the police entrance exam for firefighters. All other hiring requirements must be successfully completed.

Sec. 2-60.3. Disqualification and temporary withdrawal from police application process.

In accordance with rules promulgated by the ~~employment subcommittee~~commission, an applicant may be disqualified, or temporarily withdraw, from the application process as follows:

(a) Disqualification. After notice and an opportunity to be heard, the ~~employment-subcommittee~~commission or the police chief may disqualify an applicant for original appointment.

Sec. 2-60.4. Police department promotional process.

(a) *Minimum qualifications.* All candidates for promotion within the police department shall satisfactorily complete the minimum requirements in this section. Promotional appointments shall be made from successive ranks. The ~~employment-subcommittee~~commission may, by rule, establish processes and procedures to implement these requirements, may set minimum passing scores, and may impose additional requirements for promotion.

(3) *Oral interview.* All promotional candidates must satisfactorily complete an oral interview. The oral interview panel shall consist of one member of the ~~employment-subcommittee~~commission, a member designated by the president of each of the affected unions and three (3) members appointed by the police chief.

4) *Job suitability assessment.* Candidates for the position of Sergeant must undergo a job suitability assessment. Assessments within three (3) years from the date of examination may be used, or the police chief may require an updated job suitability assessment at any time. Assessments may be taken into consideration in the promotional process.

(b) *Promotion list.* Promotional candidates shall be placed on a certified promotional list. A separate list shall be made for each promotional rank.

(1) The list shall be prepared based on a methodology established by the ~~employment-subcommittee~~commission.

(2) The ~~employment-subcommittee~~commission shall also establish rules governing the validity of the list, including the minimum number of names required on the list, the duration and expiration of the list, and other requirements.

(c) *Creation of certified list for promotional appointment.*

- (1) When requested to do so by the Chief, the ~~employment subcommittee~~commission shall furnish a certified list of names from which a promotional appointment may be made.
- (2) There shall be one eligible list maintained for police promotion in weighted score order for each promotional rank and the certified list shall be made up from the eligible list in the weighted score order. The certified list for promotional appointment shall contain the names of a minimum of three (3) and a maximum of five (5) applicants on the eligible list with the highest, aggregate scores.

(d) *Command staff.* The ~~employment subcommittee~~commission may provide by rule for special procedures or different competitive examination for appointment to a sworn, non-union command staff position in the police department because such rank requires particular and exceptional qualifications of a scientific, managerial, professional, technical, or educational character and said rule may waive any requirement of this article in such cases.

(e) When the number of employees eligible for promotion to a particular vacancy is insufficient to permit meaningful competition, the ~~employment subcommittee~~commission may vary the requirements of this section by rule, which rule shall not be effective for more than one promotional cycle.

Sec. 2-60.5. Disqualification during police promotional process.

After notice and an opportunity to be heard, the ~~employment subcommittee~~commission or the police chief may disqualify a candidate from participating in the promotional process, or may remove a candidate for promotion from the ranked certified promotional list.

Sec. 2-60.6. Police appeals and rights.

(a) *Appeals from decisions of the police chief.* Except as otherwise provided, an applicant, candidate for original appointment, or candidate for promotion shall have the opportunity to appeal any decision made by the police chief under this division to the ~~employment subcommittee~~commission, pursuant to rules established by the ~~subcommittee~~commission.

The ~~subcommittee-commission~~ may, after hearing, uphold or overturn the police chief's decision. The ~~commissionsubcommittee~~ shall provide the police chief and the appellant with written notice of its decision and the reasons therefor.

(b) Appeals from decisions of the ~~employment subcommittee~~commission. An appeal of a decision of the ~~employment-subcommittee~~commission under this section may be taken to the city council. The city council may, after hearing, uphold or overturn the ~~employment-subcommittee~~commission's decision. The council shall provide the ~~subcommittee~~commission, police chief, and appellant with written notice of its decision and the reasons therefor.

(f) Rulemaking. The ~~employment-subcommittee~~commission may promulgate rules to implement this section, including forms and deadlines for appeal.

Sec. 2-60.7. Police department probationary period.

(c) Lateral transfers. A police lateral transfer who has two years of post-academy, full-time, continuous service as a police officer at the time of appointment shall be ~~credited~~ with up to twelve (12) months of service toward completion of the department's two year probationary period. Eligibility for promotional appointment shall be the completion of three (3) years of service in the Portland Police department.

(e) Completion of probationary period. The police chief may at any time during the probationary period reject any person appointed or promoted to a position in the police department. The police chief must state ~~his or her~~their reasons for rejection in writing, and provide those reasons to the employee and the ~~employment-subcommittee~~commission. In the case of a promotional appointment, the officer shall revert to the rank and pay status from which he or she was promoted.

Sec. 2-66. Physical standards and background investigation for

original appointment; Job suitability assessment for promotion, for police lateral transfer and for police original appointment.

(a) *Physical standards for original appointment.*

(1) *Medical examination.* All candidates on the eligible list for original appointment shall undergo a medical examination by a physician specified by the ~~employment subcommittee~~commission, said medical examination to be done only after a conditional offer of employment has been made to the candidate. The examining physician shall report ~~his or her~~their findings in writing to the ~~subcommittee~~commission with respect to whether the candidate is physically capable of meeting the standards established by rule of the ~~subcommittee~~commission. If the physician's report indicates a disqualification which can be corrected, the candidate's name shall be returned to the eligible list except that such person shall not be again considered for appointment until such time as he or she furnishes satisfactory evidence that the disqualifying condition has been corrected. If the physician's report indicates a disqualification which cannot be corrected and which prevents the candidate from performing an essential function of the position with or without reasonable accommodation, the candidate's name shall be permanently removed from the eligible list pursuant to section 2-61 above.

(2) *Physical fitness standards.* In addition to the medical examination, the ~~employment—subcommittee~~commission shall establish by rule minimum standards and procedures for a physical fitness assessment of candidates for original appointment, which standards shall be determined by the ~~subcommittee~~commission to be a bona fide occupational qualification or failure to meet them poses a safety hazard or cannot be reasonably accommodated in an individual case. Such physical fitness assessment shall be administered to each candidate by the department as provided in section 2-65(a) (3) above, and the result thereof shall be provided to the chief.

(e) *Failure to appear or complete hiring requirements.* Any candidate who fails to appear for, or to complete, any component of the examination process, or any other requirement of the hiring

procedure, shall be disqualified as a candidate and removed from any list on which he or she may appear. Such disqualification shall be reported to the ~~employment-subcommittee~~commission by the Director. Upon request of the candidate, the ~~employment-subcommittee~~commission may, in its discretion, waive the disqualification herein if: (i) the ~~subcommittee~~commission finds that the candidate had sufficient excuse for such failure; and (ii) it finds that any rescheduling necessitated by such failure can be accomplished in a timely manner and with no disruption of the hiring process. Any candidate disqualified hereunder may reapply for any succeeding examination.

(f) *Temporary withdrawal of applicants for original appointments.* Notwithstanding the foregoing, a candidate for original appointment may, for sufficient cause, temporarily withdraw from consideration for a limited period of time upon the prior approval of the chief of the department. Any denial of a request for temporary withdrawal by the chief may be appealed to the ~~subcommittee~~commission which may grant the request if (i) the ~~subcommittee~~commission finds that the candidate had sufficient cause for such request; and (ii) it finds that any rescheduling necessitated by request can be accomplished in a timely manner with no disruption of the hiring process. A candidate who is permitted to withdraw temporarily shall retain ~~his or her~~their place on the eligible list but shall not be considered for hire, or in the case of promotional appointment, shall not be placed on any certified list requested during the period of temporary disqualification. "Sufficient excuse" or "sufficient cause" as used herein shall include, but not be limited to, death or serious illness of a family member; temporary illness or disability of the candidate; completion of an academic or training program, or similar excuse and cause.

Sec. 2-67. Working test period.

(a) Except as otherwise provided below for police lateral transfers or as otherwise provided for re-hires under subsection 2-59(e), every person receiving any appointment or transferring pursuant to section 2-59 above shall be tested for a working test period of one (1) year while occupying the position to which he or she has been appointed or transferred, except that the working test period for original appointees or transferees to the police department shall be two (2) years. The period of the working test shall begin immediately upon appointment or transfer. The City Manager may at any time during the working test period reject for

reasons stated in writing any person appointed to a position in either department. The City Manager shall forthwith report to the ~~employment-subcommittee~~commission in writing each rejection during such working test period, stating the date of the rejection and the reason for the rejection.

(b) Any person rejected during the working test period shall have no right of hearing, or appeal under this article, and in the case of a promotional appointment, shall revert to the rank and pay status from which he or she was promoted. No original appointment shall be effective beyond the end of the working test period unless, within ten (10) days preceding the end of the working test period, the City Manager shall report to the ~~employment-subcommittee~~commission in writing that in the opinion of the City Manager, the employee's work has been such as to indicate that ~~he-the~~ employee is willing and able to perform ~~theirhis~~ duties in a satisfactory manner. Upon delivery of a favorable report from the City Manager, the appointment shall become permanent.

Sec. 2-68. Disciplinary action.

(a) *Action by chief of department.* Unless otherwise governed by a collective bargaining agreement, the chief of the department may, for cause:

- (1) Suspend without pay any member for one (1) offense for a period of not more than fifteen (15) working days, resulting in the loss of not more than three (3) weeks' pay;
- (2) Issue a written reprimand to be included in the member's personnel file.

Suspensions without pay shall not be for more than thirty (30) working days in aggregate in a calendar year. Upon imposition of any discipline, the chief shall immediately file with the ~~employment-subcommittee~~commission a written statement of the disciplinary action taken and the reason therefor. A copy of the statement shall be delivered to the department member in person or by mail at the member's last and usual place of abode. Actions of the chief taken within this subsection shall be final and there shall be no appeal therefrom under this article.

(b) *Action by ~~subcommittee~~commission.* The ~~employment-subcommittee~~commission shall have the power and authority to demote, suspend with or without pay, and remove members of the

police department and the fire department for cause and after presentation of charges and hearing. The ~~subcommittee~~commission shall have the right to reinstate any such demoted, suspended or removed member of the police department or fire department after a hearing upon recommendation of the chief of the department to which the applicant seeks reinstatement, provided the City Manager joins in such recommendation for reinstatement.

(c) *Action by chief pending hearing.* Pending a hearing before the ~~employment subcommittee~~commission, the chief of the department or the City Manager may, for the cause to be presented to the ~~subcommittee~~commission, suspend any member, without pay, until the next succeeding meeting of the ~~subcommittee~~commission; provided, however, that no suspension without pay pending a hearing by the ~~subcommittee~~commission shall be effective for more than fifteen (15) days; no suspension without pay shall be effective unless it is either preceded by a filing of charges with the ~~subcommittee~~commission or such charges are filed within ten (10) days thereafter, Saturday, Sunday and legal holidays excepted; and if the ~~subcommittee~~commission determines that no disciplinary action is warranted, it shall provide that any salary which should have been paid during such period of suspension shall be paid to the member.

A member may elect to waive a hearing before the ~~employment subcommittee~~commission and accept disciplinary action determined by the chief of the department. Said waiver shall be made in writing prior to the implementation of the discipline. Prior to waiving a ~~subcommittee~~commission hearing, the member shall be provided with written notice of the charges against him or her, a brief statement of the evidence against him or her, and an opportunity for a hearing before the chief. Said hearing shall be informal in nature and shall not be an adversarial hearing, but the member may have counsel and/or a union representative present. The member shall have the right to confer with said counsel and/or representative during the hearing and to have them speak on ~~his or her~~their behalf. The hearing before the chief may be tape recorded upon the request of either party.

(d) *Notice; opportunity to respond.* Prior to suspending any member without pay under subsection (c) above, the chief of the department shall provide the member with notice of the substance of the charges against him or her, a statement of the evidence, and an opportunity to respond to said charges and evidence.

(e) *Hearings without formal charges.* Whether or not charges are filed with the ~~subcommittee~~commission, the ~~subcommittee~~

commission shall within thirty (30) calendar days schedule a hearing to determine whether disciplinary action should be taken against any member where:

- (1) The member fails or refuses to testify before the ~~subcommittee~~-commission at any disciplinary hearing; or
- (2) The member becomes the defendant in a pending criminal proceeding, the conviction in which proceeding would be a disqualifying criminal conviction.

Either party may request a continuance of such hearing, which may be granted by the ~~subcommittee~~-commission upon such terms and conditions as it deems appropriate. If the continuance is requested by a city official, the member shall receive ~~their~~his regular pay for the duration of the continuance. However, if a suspended member requests a continuance of the hearing, the member will not be paid for the duration of the continuance period requested by ~~him~~the suspended member.

(f) *No deferral of action.* Disciplinary action by the ~~subcommittee~~-commission for the same conduct which is the subject matter of a pending criminal proceeding shall not be deferred unless the ~~subcommittee~~-commission shall order such deferment at the request of the member charged, in which case the ~~subcommittee~~-commission may impose reasonable conditions, including but not necessarily limited to, a continuing suspension without pay.

(g) *Result of collateral criminal proceeding.* The acquittal of the member on criminal or civil charges involving material allegations which are substantially similar to the material allegations made in the disciplinary proceeding shall not require abatement of a disciplinary proceeding by the ~~Subcommittee~~-commission. A final judgment of conviction of a crime which is a disqualifying criminal offense shall operate as a disqualification from office, and, upon proof of such conviction to the ~~subcommittee~~-commission, such member shall be removed.

(h) *Procedure at disciplinary hearings.* All hearings of the ~~subcommittee~~-commission shall be deemed to be civil in nature and shall be informal in conduct. Such hearings shall be governed by this article and by any rules of practice and procedure adopted by the ~~subcommittee~~-commission. In the conduct of such hearings, the ~~subcommittee~~-commission shall not be bound to the technical rules of evidence. No informality in any proceeding or hearing or in the manner of taking testimony before the ~~subcommittee~~-commission shall invalidate any decision of the ~~subcommittee~~-commission.

Disciplinary action shall be taken only upon a preponderance of the evidence.

(i) *Decision.* After hearing, the ~~subcommittee~~commission shall make written findings of fact with respect to any specific allegations and shall determine whether such facts constitute cause for disciplinary action, and if the ~~subcommittee~~commission determines that cause for disciplinary action exists, the nature of the disciplinary action to be taken. Such decision may be appealed as provided by law.

(j) *Expenses.* The ~~subcommittee~~commission may, if it determines that charges made were without substantial justification, recommend to the City Council the payment of reasonable counsel and witness fees incurred by any member in the defense of such unjustified charges.

~~DIVISION 4. POLICE CITIZEN REVIEW SUBCOMMITTEE~~

~~Sec. 2-76. Functions and duties.~~

~~(a) Duties. The duties of the police citizen review subcommittee are as follows:~~

~~(1) To determine whether police investigations into citizens' complaints by members of the public against police officers are thorough, objective, fair and timely by auditing the police department's internal affairs' unit investigative methods and procedures;~~

~~(2) To report in writing to the City Manager periodically, but no less than annually beginning in January 2003, as follows:~~

~~a. on the subcommittee's determination as to the thoroughness, objectivity, fairness and timeliness of the police internal affairs' investigation of citizen complaints against police officers; and~~

~~b. any recommendations and/or proposals for improvements or modifications in the police internal affairs investigative process, policies or training, and for enhancing public confidence in the methods and process of investigation of citizen complaints against police officers.~~

~~(3) To hold a public hearing at least annually to receive comments upon the police citizen complaint process.~~

~~(4) Although it shall have access to individual internal affairs reports in order to review investigative methods and procedures, all reports of the subcommittee shall be done in such a manner that particular complainants, witnesses and officers are not personally identifiable.~~

~~(5) Reports of the subcommittee shall be made available to the public to the extent consistent with the State Freedom of Access Act, 1 M.R.S.A. Sec. 401 et.seq.~~

~~(6) To make suitable procedural rules, from time to time, for the conduct of its duties. Proposed rules shall be submitted to the City Council and shall become effective only when approved by the City Council. All such rules shall be recorded in the office of the City Clerk.~~

~~(b) Complaints to be reviewed: The subcommittee shall review all completed internal affairs investigations of citizen complaints.~~

~~(c) Timing of review. All subcommittee reviews of citizen complaints shall take place only after final disciplinary action has been taken and all appeals exhausted or the case has been finally closed with no disciplinary action taken.~~

~~(d) Notification of review. The subcommittee shall notify the citizen complainant, in writing, of the subcommittee's review and any findings made by the subcommittee regarding the thoroughness, objectivity, fairness and timeliness of the internal affairs investigation.~~

~~(e) Scope of authority. The subcommittee shall conduct its duties solely to determine the thoroughness, objectivity, fairness and timeliness of the police department's internal affairs' methods and procedures in regard to citizen complaints against police officers, and the subcommittee shall have no power or authority to subpoena or call witnesses nor to impose or modify any disciplinary action, or lack of action, against any police officer. The subcommittee shall make no recommendations nor offer any findings or comments relative to any disciplinary action, or lack of action, against any officer.~~

~~(f) Training. Prior to assuming their duties hereunder,~~

~~subcommittee commissioners shall attend training by city staff as to the subcommittee's duties and responsibilities, applicable state and local law and regulations, issues relevant to the conduct of the citizen review function, accepted police practices and the department's internal affairs investigation process. Such training shall be provided by the city at no cost to the subcommittee members.~~

~~(g) Resources. To facilitate the effectiveness and objectivity of the police citizen review subcommittee, the city shall make available to the subcommittee the services of a technical advisor, as needed by the subcommittee. The technical advisor may be used for the purposes of training; briefing the subcommittee on accepted police practices, applicable law and issues relevant to the discharge of the citizen review function; and educating the subcommittee on aspects of the internal investigation process. The advisor shall be retained by the City Manager after consultation with the Chief of Police, representatives of the police unions and the subcommittee chairperson. Any person who presently maintains any business or professional affiliation with the police department shall be disqualified from serving as technical advisor.~~

~~The city shall further make available all internal affairs investigation reports and police documents relevant to such investigations which are necessary for the subcommittee to conduct its duties hereunder. In no case shall the subcommittee have access to police officers' personnel records except to the extent that they are part of an internal affairs investigation report or are considered a public document under the state Freedom of Access law.~~

~~Sec. 2-77. Confidentiality.~~

~~Each member of the civil service commission is obligated to maintain the confidentiality of all information and documents either provided to or reviewed by them, in accordance with state law. Failure to maintain such confidentiality will be cause for removal from the commission. All reports and requests for disclosure of any information shall be referred to the corporation counsel for review prior to release.~~

Sec. 2-78 thru 2-90. Reserved.

ARTICLE IV-A. CIVILIAN POLICE REVIEW BOARD

Sec. 2-76. Created.

Pursuant to Article IX of the Charter, there is hereby created a civilian police review board, the purpose of which is to increase public trust and confidence in the Portland Police Department.

Sec. 2-77. Composition.

The civilian police review board shall consist of ten (10) board members. Seven (7) of the board members shall be voting members, and three (3) of the board members shall be non-voting members.

Sec. 2-78. Qualifications.

(a) *Qualifications of commissioners.* Every board member shall be at least 18 years of age and a resident of the City of Portland for at least three (3) months prior to the start of their term. The following persons are not eligible to be members on the board:

- (1) Any present or former employee of the city or school department, who was employed by the city or school department in the previous one-year period;
- (2) Any present or former member of the City Council or School Board, who held that position in the previous one-year period; or
- (3) Any individual presently serving as a commissioner or alternate on the civil service employment commission;
- (4) In order to ensure an objective and unbiased audit of the police department's internal affairs investigation process, any applicant for service on the civilian police review board shall be disqualified from serving on said board if:
 - a. any member of the applicant's immediate family is or has been a Portland police officer in the previous ten (10) years;
 - b. the applicant or any member of their immediate family has been arrested by any member of the Portland police department within the previous ten (10) years, or has had the final disposition of any criminal proceedings resulting from such an arrest within the previous ten (10) years, whichever is

longer;

- c. the applicant or any member of their immediate family has filed a complaint with the internal affairs unit of the Portland police department within the previous two (2) years;
- d. the applicant or any member of their immediate family has brought suit against the City of Portland, the Chief of Police, the police department or any individual police officer for a cause of action arising out of an officer's performance of their duties within the last ten (10) years or has had such a suit finally disposed of within the previous ten (10) years, whichever is longer; and
- e. "Immediate family" as used herein shall mean and include spouse, domestic partner, children, grandchildren, parents, grandparents, and siblings.

(c) Failure to disclose any grounds for disqualification or falsification of any information in the application process shall disqualify the person from service on the board and shall constitute "cause" within the meaning of section 2-82.

(d) Any board member who becomes ineligible to serve during their term shall resign, and failure to do so shall constitute "cause" within the meaning of section 2-82.

(e) Reasonable efforts shall be made to ensure that the appointments to the civilian police review board are diverse and representative of the community.

Sec. 2-79. Appointment.

(a) Subject to the provisions of section 2-80, members of the civilian police review board shall be appointed as follows:

- (1) Six (6) voting members appointed by the City Council;
- (2) One (1) voting member appointed by the Mayor; and
- (3) Three (3) non-voting members appointed by the City Council.

(b) Such power of appointment shall be exercised only after the City Clerk has published a notice announcing such position or

positions, describing the responsibilities thereof, and soliciting applications by qualified persons in a newspaper of general circulation within the city not less than fifteen (15) calendar days in advance of action by the city council. Applications may be solicited whether or not there is a vacancy, and such applicants may be considered for any vacancy that occurs within one hundred eighty (180) days of the closing date for such applications. Nothing herein shall limit the city's authority to solicit applications whenever the City Manager deems that it is necessary.

Sec. 2-80. Terms.

(a) Term. Each board member shall be appointed to a three-year term except as set forth in subsection (c) or unless appointed to fill a vacancy. A board member shall serve until their successor is appointed and qualified, but in no case longer than one hundred twenty (120) days from the expiration of their term.

(b) Limitation on service. No person shall be appointed to, nor serve, more than three (3) consecutive full terms or nine (9) consecutive years, whichever is greater, on the board.

(c) Initial Civilian Police Review Board. For the first civilian police review board appointed following its creation, the city council and mayor shall first select from the current members of the police citizen review subcommittee in making appointments to the board. Additional vacancies shall be filled in accordance with the process outlined in Section 2-79. On the first board, two (2) voting members appointed by the City Council shall serve for a one (1) year term, two (2) voting members appointed by the City Council shall serve for a two (2) year term; two (2) voting member appointed by the City Council shall serve for a three (3) year term; the one (1) voting member appointed by the mayor shall serve for a three (3) year term; one (1) non-voting member appointed by the City Council shall serve for a one (1) year term; one (1) non-voting member appointed by the City Council shall serve for a two (2) year term; and one (1) non-voting member appointed by the City Council shall serve for a three (3) year term.

Sec. 2-81. Compensation.

Civilian police review board members shall serve without compensation, except that reasonable expenses incurred by any member incidental to their duties under this article may be reimbursed upon prior approval of the city manager.

Sec. 2-82. Removal.

Any civilian police review board member may be removed from office by the city council for cause, after notice and the opportunity to be heard. "Cause" shall include any act or omission which constitutes legal cause, and includes but is not limited to: incompetent or inefficient performance of duty; unexcused absences from board meetings; violation of any provision of this article or the rules adopted thereunder, whether such violation may result in a forfeiture of office hereunder, or not; the commission or conviction for any disqualifying criminal offense, or any action by the board member intended to affect or influence, or which could reasonably be expected to affect or influence any decision of the city manager, the chief of police, or the city council with respect to the department, or of any member of the police department with respect to the performance of their duty.

Sec. 2-83. Officers.

The board shall annually elect one (1) of its members as the chair and one (1) of its members as the vice chair, to serve in the absence of the chair. ~~Whenever possible, non-voting members of the board shall serve as the chair and vice chair.~~ A member may not serve as chair for more than three (3) consecutive years. The City Manager's designee shall serve as secretary to the civilian police review board and shall furnish any necessary administrative assistance to the board.

Sec. 2-84. Meetings.

(a) *Calling of meetings.* Meetings or hearings of the board may be called at any time by its Chair, or in the absence from the city or disability of the Chair, by any member of the board. The Chair shall call a meeting upon request from any board member.

(b) *Quorum.* A quorum of the Civilian Police Review Board shall be a majority of the total number of voting members presently appointed to the board. The board shall act by a majority of voting members present and voting.

Sec. 2-85. Functions and duties.

(a) *Duties.* The duties of the civilian police review board are as follows:

- (1) To receive complaints of police misconduct by civilians and police as follows:

- a. Complaints received by the board, whether from civilians or police officers, shall be referred within twenty-four (24) hours after receipt to the police internal affairs department for investigation. When receiving complaints, the Board shall follow the police department's standard operating procedures regarding interviewing the complainant and documentation requirements.
 - b. To the extent that the police department receives a civilian complaint directly or through means other than referral by the board, the police department will provide the community liaison with a copy of the complaint within five (5) calendar days.
 - c. The board will not accept any complaints from police officers or their representatives regarding disciplinary actions or personnel matters.
 - d. For purposes of this Article, complaint shall have the same definition as outlined in the police department's standard operating procedure.
- (2) To review all final investigation reports submitted by internal affairs and/or police command staff for due process issues, including but not limited to, issues of fairness, thoroughness, objectivity, and timeliness, for both the complainant(s)/civilian(s) involved in the matter and the officer(s);
 - (3) To maintain the confidentiality of all information and documents provided to and/or reviewed by the board in accordance with state law;
 - (4) To hold a public hearing at least annually to receive comments upon the complaint process and to engage the City residents as to the board's purposes and goals.
 - (5) To provide a written annual report to the Mayor, City Council, City Manager, and Chief of Police that includes, but is not limited to, the following:
 - a. the board's policy and funding recommendations concerning the police internal affairs process, police policies, practices and procedures, and the board's functions and duties; and

b. the number of complaints submitted to the board and the number of complaints resolved during the previous year.

(6) To ensure that all reports of the board shall be prepared in such a manner that particular complainants, witnesses, and officers are not personally identifiable.

(7) To ensure that its reports are made available to the public but only to the extent permitted by the State Freedom of Access Act, 1 M.R.S.A. Sec. 401 et. seq. and other applicable law.

(8) To propose, from time to time, suitable rules governing the board's administrative procedures and board member roles. Such proposed rules will become effective only when approved by the city council.

(9) To request additional funding from the city manager as part of the city's annual budget process and at such other times as it deems necessary, though nothing in this Article shall require the city manager or the city council to provide any particular amount of funding.

(b) *Timing of review.* All board reviews of internal affairs investigations shall take place only after final disciplinary action has been taken and all appeals exhausted or settled or the case has been finally closed with no disciplinary action taken. The police department shall submit its report on the conclusions of any internal affairs investigation no more than fourteen (14) calendar days after the findings become final and after final disciplinary action has been taken and all appeals exhausted or settled or the case has been finally closed with no disciplinary action.

(c) *Notification of review.* The board shall notify the complainant, in writing, of the board's review and any findings made by the board regarding due process in the internal affairs investigation, including but not limited to, issues of fairness, thoroughness, objectivity and timeliness.

(d) *Scope of authority.* The board shall have no power or authority to subpoena or call witnesses or to impose or modify any disciplinary action, or lack of action, against any police officer. The board shall make no recommendations or offer any findings or comments relative to any disciplinary action, or lack of action,

against any officer.

(e) Training. Prior to assuming their duties hereunder, board members shall attend training by city staff as to the board's duties and responsibilities, applicable state and local law, ordinances, and rules and regulations, accepted police practices, the department's internal affairs investigation process, including the rights of officers being investigated, and proper techniques for receiving internal affairs complaints, including the process utilized by the police department. Such training shall be provided by the city at no cost to the board members.

(a) Resources. To facilitate the effectiveness and objectivity of the civilian police review board, the city shall make available to the board the services of a technical advisor, as needed by the board. The technical advisor may be used for the purposes of training; briefing the board on accepted police practices, applicable law and issues relevant to the discharge of the citizen review function; and educating the board on aspects of the internal investigation process. The technical advisor shall be retained by the city manager after consultation with the chief of police, representatives of the police unions and the chair of the board. Any person who presently maintains any business or professional affiliation with the police department shall be disqualified from serving as technical advisor.

The City Manager shall designate a staff member to serve as the civilian police review board's Community Liaison. The Community Liaison shall ensure that the public is aware of the methods for filing complaints, and shall assist the board with carrying out its duties, conducting outreach, and other duties as assigned by action of the board.

The Police Department shall designate a staff member to serve as the civilian police review board's Police Liaison. The Police Liaison shall be familiar with the police department's standard operating procedures and shall assist the board with questions concerning the department's standard operating procedures.

The city shall further make available all internal affairs investigation reports and police documents relevant to such investigations which are necessary for the board to conduct its duties hereunder. In no case shall the board have access to police officers' personnel records except to the extent that they are part of an internal affairs investigation report or are considered a public document under the state Freedom of Access law.

Sec. 2-86. Confidentiality.

Each member of the civilian police review board is obligated to maintain the confidentiality of all information and documents either provided to or reviewed by them, in accordance with state law. Failure to maintain such confidentiality will be cause for removal from the board. All reports and requests for disclosure of any information shall be referred to corporation counsel for review prior to release.

Sec. 2-87. Appeals.

(a) An individual aggrieved by the report on a complaint issued by the civilian police review board may submit a notice of appeal of the board's due process determinations to the city council. Any such appeal must be in writing addressed to the mayor, must state the basis for the appeal, and must be filed with the mayor on or before the day that is thirty (30) days after the date of the board's report.

(b) Within sixty (60) days after receipt of a notice of appeal, the city council shall hold a hearing during which it shall review the board's report, the internal affairs investigation materials, and the notice of appeal. After such hearing, the city council will provide an advisory opinion regarding due process issues of the internal affairs investigation, including, but not limited to, issues of fairness, thoroughness, objectivity, and timeliness, for both the complainant/civilian involved in the matter and the officer. The city council's review shall be de novo and will occur in executive session where required by state law. The council's advisory opinion will not be legally binding on the city, the police department, police officers, or individuals. The city council will have no power or authority to subpoena or call witnesses nor to impose or modify any disciplinary action, or lack of action, against any police officer. The city council's hearing will not address, and its advisory opinion will make no recommendations nor offer any findings or comments relative to any disciplinary action, or lack of action, against any officer or any other personnel matter. The city council's advisory opinion on any appeal will be final and not appealable.

(c) All such appeals to the City Council are subject to the same confidentiality requirements that are applicable to members of the police civilian review board. All reports or decisions of such appeals and requests for disclosure of any information related to an appeal shall be referred to corporation counsel for review prior to release.

Sec. 2-88. Reserved.

Sec. 2-89. Reserved.

Sec. 2-90. Reserved.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: December 16, 2025

SUBJECT: Order 115-25/26 Amendment to Portland City Code Chapter 34 RE: Landcare Management Advisory Committee (LMAC) - Sponsored by Legislative & 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

This Order introduces temporary amendments to Portland's Landcare ordinance which dissolve the existing Landcare Management Advisory Committee. In its place, the Legislative and Nominating Committee of the City Council is proposed to serve as the Waiver Committee and rule on applications for waivers of the pesticide ordinance. Duties of the Landcare Management Advisory Committee have otherwise been assigned to either the Sustainability Director or the Sustainability and Transportation Committee of the City Council. This Order comes before the City Council after having been recommended by the Legislative and Nominating Committee in a 3-0 vote on December 9, 2025.

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

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

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

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Chapter34 Landcare Ordinance 3.5.2025

Prepared by:

Date: 12/16/2025

Chapter 34

LANDCARE

Sec. 34-1. Title.

This chapter shall be known as the City of Portland Landcare Ordinance (hereinafter, the "Ordinance").
(Ord. No. 110-17/18, 1-3-2018; Ord. No. 60-22/23, 9-19-2022)

Sec. 34-2. Purpose.

The purpose of this ordinance is to safeguard the health, safety and welfare of the residents of the City and to conserve and protect the City's waterways and natural resources by curtailing the use of pesticides and fertilizers for turf, landscape and outdoor pest management.
(Ord. No. 110-17/18, 1-3-2018; Ord. No. 60-22/23, 9-19-2022)

Sec. 34-3. Definitions.

The following words, terms and phrases, when used in this ordinance, shall have the following meaning:

Aggrieved party means an individual or entity that applies for but is denied a waiver from provisions of this ordinance as described in Section 34-6.

Broadcast application means the spreading of pesticides over an entire area.

Commercial Agriculture means the production of crops for sale, including crops intended for widespread distribution to wholesalers or retail outlets and any non-food crops.

Compost means soil amendment made from decomposing organic matter used to improve soil structure and nutrient holding capacity. For the purposes of this ordinance, compost is not considered a fertilizer.

Emergency means a serious, unexpected, and often dangerous situation requiring immediate action.

Environmentally sensitive areas means areas that are particularly vulnerable to fertilizer nutrient loss and/or where direct transmission of fertilizer nutrients to surface water or ground water is likely. This includes coastal and freshwater wetlands, beaches and sand dunes, streams and tributary streams

EPA means the United States Environmental Protection Agency.

Fertilizer means a substance containing one or more plant nutrients and used for its plant nutrient content. State law requires that all fertilizer products be registered with its department of agriculture prior to distribution.

FIFRA means the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. § 136 et seq.

Golf course means an area of land laid out for playing the game of golf with a series of 9, 18 or more holes. Mini-golf and disc golf courses are not considered golf courses.

Heavy rain event means a rain event producing 0.5 inch or more of precipitation in a one hour period.

High Use Athletic Facilities means the following playing fields located in the following parks as listed in Chapter 18, section 18-11: Fox Field, Quinn Field and Deering Oaks Baseball Field at Deering Oaks Park; Back Cove Park; and Payson A Field in Payson Park. It shall also include Presumpscot Field at Deering High School.

Hydro-seeding means the process of seeding by pumping seed in a mixture of water through a nozzle that sprays the mixture onto a seedbed. The water mixture may also contain add-ins such as fertilizer and certain mulches.

Landcare means a land management approach intended to prevent soil degradation and responsibly manage land resources, and cultivate environmental health.

Landcare Management Advisory Committee (LMAC) means the Landcare Management Advisory Committee as described in this Chapter.

New development means any alteration of land for the purposes of construction or reconstruction redevelopment that

results in soil disturbance and/or compaction, vegetation removal, and/or regrading.

Organic fertilizer means a fertilizer derived from either plant or animal products that contain nutrients for plant growth. It is acceptable for the materials in these fertilizers to have been subjected to biological degradation processes under normal conditions of aging, rainfall, suncuring, air drying, composting, rotting, enzymatic, or anaerobic/aerobic bacterial action, or any combination of these. In order to qualify as organic fertilizer, the materials in these fertilizers may not be mixed with synthetic materials or changed in any physical or chemical manner from their initial state except by manipulations such as drying, cooking, chopping, grinding, shredding, hydrolysis, or pelleting in order to qualify as organic fertilizer. Organic fertilizers are broken down by, and feed, the microbial life in the soil.

Organic landcare means a landcare management technique that integrates cultural, biological, and mechanical practices to build soil health, including practices such as mowing at higher levels, aeration, top dressing with compost, over-seeding, and watering deeply but infrequently, and without the use of toxic pesticides and synthetic fertilizers.

Organic material means the organic matter component of soil, consisting of plant and animal detritus at various stages of decomposition, cells and tissues of soil microbes, and substances that soil microbes synthesize.

Over-seeding means the application of additional turfgrass seeding to existing turf.

Performance turf means grounds devoted to athletic fields and golf courses.

Prills means a small aggregate or globule of a material, most often a dry sphere or pellet. Fertilizers and some detergent powders are commonly manufactured as prills.

Repellant means a substance that deters insects or other pests from approaching or settling.

Invasive Species means a plant or insect that is not native to a particular ecosystem, and whose introduction does or is likely to cause economic or environmental harm or harm to human

health. Invasive species include those plants listed under the Maine Department of Agriculture, Conservation and Forestry's Natural Areas Program as currently invasive, potentially or probably invasive, and highly likely but not currently invasive, as well as those insects listed by the Maine Forest Service as threats to Maine's forests and trees.

Natural, organic or "non-synthetic" means a substance that is derived from mineral, plant, or animal matter and does not undergo a "synthetic" process as defined in the Organic Foods Production Act, 7 U.S.C. § 6502(21), as the same may be amended from time to time.

Organic pest management means the act of managing or controlling pests through the use of mechanical, cultural, or biological processes, or through the use of natural, organic, or non-synthetic substances.

Person means any individual natural person, partnership, joint venture, society, association, company, club, trustee, trust or corporation; or any officer, agent, employee, or personal representative of any thereof, in any capacity acting either for her or himself or for any other person under either personal appointment or pursuant to law.

Pest shall have the same meaning as the term set forth in 40 C.F.R. § 152.5, as the same may be amended from time to time.

Pest Management means the act of managing or controlling pests through the use of chemical, mechanical, cultural, biological, or genetic measures.

Pesticide means any substance or mixture of substances intended for preventing, destroying, repelling or mitigating any pest; any substance or mixture of substances intended for use as a plant regulator, defoliant or desiccant. It does not include multicellular biological controls such as mites, nematodes, parasitic wasps, snails or other biological agents not regulated as pesticides by the EPA. Herbicides, fungicides, insecticides and rodenticides are considered pesticides.

Pests of significant public health importance means the pests listed by the EPA, in conjunction with the U.S. Department of Health and Human Services and the U.S. Department of Agriculture, as pests of significant public health importance.

Preemptive application means the application of pesticides as a measure against something possible, anticipated or feared, *i.e.*, as a preventive or deterrent measure.

Public utility means any transmission and distribution utility, telephone utility, water utility, gas utility, or natural gas pipeline utility that is subject to the jurisdiction of the Maine Public Utilities Commission.

Re-establishment means a procedure involving complete turf removal and seeding or laying sod to establish new turf.

Restricted Entry Interval, also known as the re-entry interval or re-entry time, means the minimum amount of time that must pass after a pesticide is applied to an area before people or pets can safely go into that area. The labels on pesticides provide information about an individual pesticide's REI.

Slope means the ratio of elevation change to horizontal distance, expressed as a percentage. Slope is computed by dividing the vertical distance by the horizontal distance, and multiplying the ratio by 100. For purposes of this Chapter, a slope shall include only those areas with a horizontal distance of at least 50 feet.

Soil means the outer, weathered layer of the Earth's crust which can potentially support plant life and is made up of inorganic particles, organic matter, organisms, water and air.

Soil amendment means a soil amendment is material added to soil to improve its physical properties, including, but not limited to, the substances listed on the National List of Allowed and Prohibited Substances, 7 C.F.R § 205.601, as the same may be amended from time to time. For the purposes of this ordinance, a soil amendment is not considered fertilizer.

Soil microbes means living organisms in soil (such as bacteria and fungi), which feed on organic matter and decompose rapidly.

Soil test means the standard soil test offered by the University of Maine Cooperative Extension or a comparable test identified by the City Manager or their designee.
(Ord. No. 245-23/24, 6-17-2024; Ord. No. 134-24/25, 3-3-2025)

Starter fertilizer means a fertilizer formulated for a one-time application at planting or near that time to encourage root growth and to enhance the initial establishment of turf. This is typically a water-soluble product that contains high levels of phosphorus to allow for robust root growth.

Steep topography means slope lengths exceeding 50 feet (horizontal distance) on slopes greater than 15%.

Summer dormancy means the period during mid-summer most commonly observed in un-irrigated lawns when turf growth ceases. Dormancy is characterized by brittle texture and a loss of green color.

Synthetic means a substance that is formulated or manufactured by a chemical process or by a process that chemically changes a substance extracted from naturally occurring sources, except that such term shall not apply to substances created by naturally occurring biological processes.

Synthetic fertilizer means any fertilizer manufactured from one or more synthetic materials and may or may not contain animal parts, animal byproducts, manures or renderings. Synthetic fertilizer bypasses the microbial life in the soil and is taken up by the plant directly.

Total nitrogen means the sum of all fertilizer nitrogen species, including water soluble nitrogen forms, slow release nitrogen forms, and water insoluble nitrogen forms. The percentage of total nitrogen appears as the leftmost number of the grade on fertilizer labels.

Turf means a community of herbaceous plants that can be mowed, including grass and sod; a surface layer of the earth with grass growing on it, usually mowed, including lawns, grass covered medians, athletic fields, golf courses, outdoor event spaces, and the like.

Waiver Committee means the Waiver Committee as described in this Chapter.

Water body means any great pond, river, stream or tidal area as those terms are defined in Chapter 14 of the Portland Code of Ordinances.

Wetland means a coastal or shoreland freshwater wetland as those terms are defined in the City's Zoning Ordinance, Chapter 14 of the Code of Ordinances.

(Ord. No. 110-17/18, 1-3-2018; Ord. No. 60-22/23, 9-19-2022)

Sec. 34-4. Applicability

The following provisions shall apply to all outdoor pest management activities and use of fertilizer conducted within the boundaries of the City of Portland (hereinafter, the "City"), on both public and private land, excluding the exemptions provided in this Chapter.

(Ord. No. 110-17/18, 1-3-2018; Ord. No. 60-22/23, 9-19-2022)

Sec. 34-5 Permitted, prohibited, and exempt applications

(a) Subject to the applicability dates set forth in Sec. 34-14 herein, the following provisions shall apply to all outdoor pest management activities in the City.

1. Permitted Pest Management Activities and/or Materials, except as provided in (b) (3) below:
 - i. Organic Pest Management, except as provided in (b)2 below;
 - ii. Use or application of Synthetic substances specifically listed as "allowed" on the U.S. Department of Agriculture's National List of Allowed and Prohibited Substances (the "National List"); and/or
 - iii. Use or application of Pesticides determined to be "minimum risk pesticides" pursuant to the FIFRA and listed in 40 C.F.R. § 152.25(f) (1) or (2), as may be amended from time to time.
2. Prohibited Pest Management Activities and/or Materials:
 - i. Use or application of Synthetic substances other than those described in (a) (2) above;
 - ii. Use or application of Non-synthetic substances specifically listed as "prohibited" on the National List; and/or
 - iii. The use or application of pesticides (whether natural, organic, "non- synthetic," synthetic or otherwise) within seventy five feet of a water body or wetland.

3. Exempt Pest Management Activities and/or Materials.
The following are exempt from the provisions of this ordinance (and therefore are allowed):
 - i. Use or application of Pest Management Activities and/or Materials in connection with Commercial agriculture;
 - ii. Pet supplies, such as shampoos and tick and flea treatments, when used in the manner specified by the manufacturer;
 - iii. Disinfectants, germicides, bactericides, miticides and virucides, when used in the manner specified by the manufacturer;
 - iv. Insect repellents when used in the manner specified by the manufacturer;
 - v. Rat and rodent control supplies when used in the manner specified by the manufacturer;
 - vi. Swimming pool supplies when used in the manner specified by the manufacturer; and/or
 - vii. General use paints, stains, and wood preservatives, and sealants when used in the manner recommended by the manufacturer.
4. Exempt Applications. The following applications are exempt from the provisions of this ordinance (and therefore are allowed):
 - i. Specific health and safety applications. Prohibited pesticides may be used to control plants that are poisonous to the touch, such as poison ivy, pests of significant health importance such as ticks and mosquitoes, and animals or insects that may cause damage to a structure, such as carpenter ants or termites;
 - ii. Golf course applications. Prohibited pesticides may be used on golf courses provided that the course is designated through Audubon International as a Certified Audubon Cooperative Sanctuary;
 - iii. Hadlock Field applications;
 - iv. Treatments for Heritage Elms;
 - v. Applications on fields at High Use Athletic facilities (until January, 2023, unless this date is extended by the City Council);

- vi. Prohibited pesticides may be used to control the Emerald Ash Borer, Asian Longhorned Beetle, Hemlock Woolly Adelgid, Browntail Moth and other insects identified as invasive by the Maine Forest Service;
 - vii. Right-of-way applications. Prohibited pesticides may be used by a public utility that maintains a right-of-way through the City; and/or
 - viii. Invasive plant applications on city property. Applications to control plants categorized as *currently considered invasive in Maine* by the Maine Department of Agriculture, Conservation, and Forestry.
5. Disclosures. For any exempt applications by the City, disclosure shall be made in the annual report described in Section 34-9 of this ordinance.
6. Exempt Uses. The following uses are exempt from the provisions of this ordinance (and therefore are allowed):
- i. Any use of pesticides mandated by state or federal law or required by an order or decision from a court or state or federal board or agency.

(b) Subject to the applicability dates set forth in Sec. 34-14 herein, the following provisions shall apply to all fertilizer applications in the City.

- 1. Prohibited Fertilizer Applications. The following prohibitions apply for all fertilizer applications on all turf types:
 - i. Applications within 75 feet of a water body or wetland or other environmentally sensitive area are prohibited.
 - ii. Applications on frozen ground or saturated surfaces are prohibited.
 - iii. Applications when a heavy rain event is occurring is prohibited.
 - iv. Applications during summer dormancy or when the ground is partially or wholly frozen are prohibited.
 - v. Applications on impervious surfaces are prohibited; if spills occur on impervious surfaces, they must be swept up immediately.

- vi. Applications with phosphorus are prohibited except where a soil test conducted within the last three years indicates a need for phosphorus, or phosphorous is being used for new development/re-establishment, as specified in subsection (B) below.
- vii. Applications of synthetic fertilizer are prohibited except where a waiver has been granted pursuant to Sec. 34-7 below.
- viii. Application of compost or fertilizers derived from wastewater treatment sludge or from organic residuals remaining after industrial processes (such as paper making) is prohibited within the boundaries of the City of Portland.
- ix. Applications of organic fertilizer not in compliance with subsection (2) below are prohibited.

2. Permitted Fertilizer Applications. The following applications of organic fertilizer are allowed within the limits for the specific application as set forth below:

- i. Except as specified in subsections (ii), (iii), and (iv) below, applications of organic fertilizer, including residential lawns, are allowed only when a soil test conducted within the last three years indicates a need for nitrogen. Applications of organic fertilizer may not contain nutrients in excess of the amount recommended by the completed soil test. Only phosphorus-free, organic fertilizer is allowed for these applications, unless the soil test indicates a need for phosphorus.
- ii. Applications of organic fertilizer on performance turf are allowed as necessary provided that total nitrogen does not exceed 4 lbs per 1,000 square feet per year.
- iii. Applications of organic starter fertilizer for new development may contain phosphorus without a soil test. The fertilizer must be incorporated into top soil 2-3 inches deep. Two fertilizer applications are permitted for one calendar year from the date of first application only. For each application, total nitrogen and phosphorus may not exceed 1 lb. per 1,000 square feet.

- iv. Applications of organic fertilizer for re-establishment of turf may contain phosphorus without a soil test. Unless the application is through hydro-seeding or overseeding, the organic fertilizer must be incorporated into the soil 2-3 inches deep. Fertilizer applications may not exceed 1 lb. of nitrogen and phosphorus per 1,000 square feet per application. Total nitrogen and phosphorus may not exceed 2 lbs. per 1,000 square feet per calendar year from the date of last application.
 - v. Application of organic fertilizer to gardens, including vegetable, flower, and ornamental, may be applied without a soil test, although a soil test is highly recommended. Fertilizer must be incorporated into the soil with a rake or other tool so it is not left exposed on the topsoil.
3. Exempt Fertilizer Applications. Notwithstanding any other provision in this Chapter, the following applications of fertilizer are exempt from the provisions of this ordinance (and therefore allowed without restriction):
- i. Golf course applications. Fertilizers may be used on golf courses provided that the course is designated through Audubon International as a Certified Audubon Cooperative Sanctuary;
 - ii. Hadlock Field applications.
 - iii. Liquid deep root feeding of trees.
 - iv. Fertilization of woody plants and shrubs so long as fertilizer is injected to the root or applied within the drip edge of the plant and incorporated into the soil with a rake or other tool.

(Ord. No. 110-17/18, 1-3-2018; Ord. No. 79-20/21, 9-21-2020; Ord. No. 60-22/23, 9-19-2022; Ord. No. 245-23/24, 6-17-2024)

Sec. 34-6. Landcare Management Advisory Committee.

(a) The Landcare Management Advisory Committee ("LMAC") is hereby established. The LMAC shall consist of seven (7) members as follows:

- 1. The City's Sustainability Director or a City employee appointed by the City Manager;

2. One (1) practicing agronomist appointed by the City Council;
3. Two (2) Maine Board of Pesticides Control-licensed landscape professionals, at least one (1) of whom has experience in organic land care management and is accredited by the Northeast Organic Farming Association in Organic Land Care, each appointed by the City Council; and
4. Three resident or taxpayer representatives appointed by the City Council at least one of whom has experience in organic land care management.

(b) The terms of office of the six (6) LMAC members appointed by the City Council shall be three-year terms, except that the initial appointments after the establishment of the LMAC shall be such that the terms of office of no more than two (2) members shall expire in any single year. The term of office for the City employee LMAC member shall be for as long as the employee holds said employment position.

(c) The LMAC shall advise the City Council and the City's Sustainability Director with respect to the following:

1. Advising the Sustainability and Transportation Committee and the City's Sustainability Director of any problems encountered or amendments that may be required to achieve the full and successful implementation of this ordinance;
2. Reviewing and acting upon waiver applications when applicable;
3. Developing and implementing outreach and education as specified in Sec. 34-11 of this ordinance (in coordination with the Sustainability Director);
4. Seeking the participation, advice and counsel of experts in the fields of organic turf and landscape management, maintenance of trees and shrubs, and organic pest protocol;
5. Encouraging broad community participation, from parents, schools, advocates, and local arboriculture and landscaping businesses, in the activities of the LMAC;
6. Reviewing annual data and issuing a summary report annually by March 31 to the Sustainability and

Transportation Committee, or whatever committee is assigned an oversight role by the City Council, which includes, among other things, a summary of its educational outreach; recommendations on any necessary amendments to this chapter; the number of waivers granted in the past year; and comprehensive data taken from the written documents provided by Applicators and/or Licensed Applicators about the use of pesticides and fertilizers within the City of Portland including, but not limited to:

- i. The amount of pesticides and fertilizers used on privately or publicly owned land in the City of Portland;
 - ii. The reasoning for such use of pesticides and fertilizers; and
 - iii. The specific pesticides and fertilizers that were used.
7. Any additional responsibilities as may be assigned and deemed necessary by the City Council.
- (d) LMAC Officers, meetings and records.
1. The members shall annually elect a chair and a secretary from their membership;
 2. All meetings of the LMAC shall be noticed and open to the public in accordance with the City's notice policies and Maine's Freedom of Access Act;
 3. A quorum shall consist of four members;
 4. The LMAC shall meet at least five (5) times annually;
 5. Minutes shall be kept of all meetings and posted on the City web page; and
 6. An annual report of the LMAC's activities shall be submitted to the Sustainability and Transportation Committee by March 31 of each year.

(e) LMAC may adopt procedural rules for the conduct of its business not inconsistent with this article. Such rules shall be filed with the City Clerk. All such rules shall be subject to veto, in whole or in part, by the Council within 45 days of such filing. The initial rules shall take effect when filed, subject to veto as provided above. Amendments to the rules shall take

effect upon expiration of said veto period. Any rule may be waived by the chair upon good cause being shown.

(f) Waiver Subcommittee:

1. A subcommittee of the LMAC shall be established annually and consist of the designated City staff member and one (1) other member of the LMAC designated by the Chair;
2. This subcommittee shall be authorized to review and decide waiver applications as described in section 34-7; and
3. The LMAC shall schedule meetings of the Waiver Subcommittee frequently enough to be responsive to waiver requests. All meeting dates shall be posted in advance on the City calendar.

(Ord. No. 110-17/18, 1-3-2018; Ord. No. 60-22/23, 9-19-2022; Ord. No. 134-24/25, 3-3-2025)

Sec. 34-7. Waivers.

(a) In situations that are an emergency, threaten the public health, safety or welfare, or for the control of invasive species that pose a threat to the environment, persons shall apply to the LMAC Waiver Committee for a waiver from the provisions of this ordinance prior to the use/application of a prohibited fertilizer or pesticide or prior to the conduct of a prohibited application.

(b) In addition, Persons may apply to the Waiver Committee for a waiver in order to use a synthetic fertilizer on performance turf or for new development, prior to the actual use of the synthetic fertilizer, if one or more the following conditions exists:

1. The soil temperature is less than 55 degrees Fahrenheit and reasonable grounds exist to justify fertilizer use at that location and at that time;
2. The turf is experiencing high stress due to high use and must be ready for high performance play when the sports season(s) begin; or
3. A suitable organic product that meets the nutrient needs of the soil as specified in a soil test is unavailable.

(c) The waiver application shall be filed with the LMAC Waiver Committee, on a form prescribed by the Committee and shall include the following information: the reason for requesting the use/application of a prohibited pesticide; the proposed location(s) of the proposed application(s); details on the timing(s) of use, substance(s) and amounts to be applied; date(s) of application; management plan that excludes broadcast and preemptive applications; and a pest identification and threshold report. In order to approve a waiver application, the LMAC Waiver Committee must find that all of the following criteria are met:

1. A situation exists that: is an emergency; threatens the public health, safety and/or welfare; involves an invasive species that poses a threat to the environment or requires a non-permitted pest management activity and/or material to protect buildings or structures from damage;
2. The applicant has carefully evaluated all alternative methods and materials including, but not limited to, non-pesticide management tactics, minimum risk pesticides, non-synthetic pesticides, and is choosing to use the minimum amount of the least toxic, most effective pesticide necessary;
3. The applicant will, to the greatest extent practical, minimize the impact of the application on abutting properties; and
4. To the maximum extent possible the grant of the waiver will not be detrimental to the public's health, safety or welfare.

(d) The Waiver Committee shall conduct a hearing on all complete waiver applications received within ten (10) business days of receipt of the complete application and shall seek to issue a written decision on the application within three (3) business days of reviewing an application.

(e) In approving any waiver application, the Waiver Committee may also prescribe conditions and safeguards as are appropriate to further the purposes of this ordinance. The waiver decision of the Waiver Committee shall be in writing, with copies provided to the applicant, the LMAC, ~~and~~ the Sustainability Director, and the City Clerk.

An Aggrieved Party may appeal a written decision of the LMAC Waiver Committee to the City Manager or designee within five (5) business days of the issuance of the committee's decision. The appeal shall be in writing and shall state the basis for the appeal. The City Manager or designee (who shall not be a member of the LMAC) shall act upon the appeal within five (5) business days of receipt of the appeal. The decision of the City Manager or designee shall be in writing, with copies provided to the aggrieved party, the LMAC Waiver Committee, and the Sustainability Director. The decision of the City Manager or designee shall be final. (Ord. No. 110-17/18, 1-3-2018; Ord. No. 60-22/23, 9-19-2022; Ord. No. 134-24/25, 3-3-2025)

Sec. 34-8. Reporting by State of Maine Licensed Applicators.

In addition to complying with the Maine Board of Pesticides Control rules regarding record keeping and reporting requirements as outlined in 01-026 C.M.R. Ch. 50, as amended from time to time, all State of Maine licensed applicators are required to submit to the LMAC an annual summary report on or before February 1st of each calendar year relating to the preceding calendar year. This report shall contain the following information for applications performed in the City in the prior calendar year: target site, pesticide brand name, EPA registration number, total undiluted formulation (in pounds or gallons), and total area treated as listed and as amended on the Commercial Applicator Annual Summary Report required by the Maine Board of Pesticides Control.

(Ord. No. 110-17/18, 1-3-2018; Ord. No. 60-22/23, 9-19-2022)

Sec. 34-9. Management plan and annual reporting for publicly owned parks and open spaces.

The City shall maintain a management plan for public open spaces that shall be posted on the City website. The City Manager or designee shall provide an annual report to the LMAC describing efforts to reduce the use of synthetic pesticides, a description of synthetic pesticides used during the previous year, the reason for their use, and the cost of such pesticide usage.

(Ord. No. 110-17/18, 1-3-2018; Ord. No. 60-22/23, 9-19-2022)

34-10. Public Notification.

Any person shall comply with the following posting requirements.

- (a) For all prohibited pesticide uses or applications:

1. A warning sign shall be posted on the privately or publicly owned land. These signs must be posted before application activities commence on the land and be left in place for at least forty-eight (48) hours after actual application or until expiration of the restricted entry interval indicated by the pesticide label, whichever is longer;
2. All signs shall be at least five (5) inches high and four (4) inches wide in size. Signs shall be attached to the upper portion of a dowel or other supporting device so that the bottom of the sign is not less than 12" and the top of the sign is not more than 48" above the ground. The signs shall be of rigid, weather resistant material substantial enough to be easily read for the duration of the placement;
3. All signs must be light colored (white, beige, yellow or pink) with dark, bold letters (black, blue or green). They shall have lettering that is conspicuous and clearly legible;
4. The sign must include the following:
 - i. The word "CAUTION" in 72-point type;
 - ii. The words "PESTICIDE APPLICATION" in 30-point type or larger;
 - iii. The Maine Board of Pesticides Control designated symbol;
 - iv. Any reentry precautions from the pesticide labeling;
 - v. The name and telephone number of the entity making the pesticide application;
 - vi. The date and time of the application;
 - vii. A date and/or time to remove the sign;
 - viii. the chemical and trade name of the pesticide; and
 - ix. the length of time to remain off the treated area as indicated by the pesticide label; and
5. For licensed applicators, the requirements above are in addition to any requirements that may also apply to State of Maine licensed applicators subject to the Maine Board of Pesticides Control rules, as may be amended from time to time, regarding public notification.

(b) All retailers selling pesticides or fertilizers subject to the provisions of this chapter shall post a sign at the point of sale that contains the following verbiage:

1. Application of synthetic pesticides and fertilizers within the City of Portland must comply with Chapter 34 of the City Code.

(Ord. No. 110-17/18, 1-3-2018; Ord. No. 60-22/23, 9-19-2022)

Sec. 34-11. Outreach and Education.

(a) The Sustainability Director or designee shall publish notice of this ordinance in a newspaper of general circulation in the City upon adoption and shall attempt to provide information about it to identified retailers and lawn, garden, and tree-care providers serving the City of Portland, as well as to churches, schools, and other institutions in Portland.

(b) The LMAC shall prepare and publish materials designed to educate the community about the role of pesticides and fertilizers in the local environment and the benefits of organic fertilizers and pest management. This outreach may include: a community-based social marketing campaign targeting City households and businesses; promotion of professional education and training for State of Maine licensed applicators; distribution of information and news about City practices through Portland internet and web-based resources; public service announcements; news releases and news events; tax bill inserts; posters and brochures made available at City events and applicable locations that serve the public; workshops, trainings, and demonstration projects; targeted outreach to schools; and/or any additional methods deemed appropriate by the LMAC.

(c) The LMAC shall also develop a program to work directly with retailers that sell pesticides and fertilizers in the City of Portland to:

1. Provide educational training for all retail store employees who recommend and sell pesticides or fertilizers for use in the home and garden, highlighting the following:
 - i. federal, state, and local pesticide and fertilizer regulations;

- ii. principles of organic landcare, including pest management and use of fertilizers;
 - iii. pesticide and fertilizer toxicity and health and environmental concerns;
 - iv. proper pesticide display and storage; and
 - v. the role of personal protective equipment, pesticide poisoning symptoms, and emergency procedures in case of spills; and
2. Implement a toolkit consisting of educational materials and signage (i.e., posters, signs, stickers) that can be customized, printed, and placed in stores to help consumers understand this ordinance and alternatives to prohibited pesticides and fertilizers.

(Ord. No. 110-17/18, 1-3-2018; Ord. No. 60-22/23, 9-19-2022; Ord. No. 134-24/25, 3-3-2025)

Sec. 34-12. Violations.

Any person violating any of the provisions of this ordinance or failing, neglecting or refusing to obey any order or notice of the City Manager or designee issued hereunder shall be subject to enforcement action as provided in §34-13.

(Ord. No. 110-17/18, 1-3-2018; Ord. No. 60-22/23, 9-19-2022)

Sec. 34-13. Enforcement and Remedies.

(a) This ordinance may be enforced by the City Manager or designee;

(b) The City Manager or designee shall have the authority to enact rules and regulations in order to implement the provisions of this ordinance;

((c) The City Manager or designee is authorized to institute, or cause to be instituted by the corporation counsel, in the name of the city, any and all actions, legal or equitable, that may be appropriate or necessary for the enforcement of the provisions of this article; and

(d) Any violation of this chapter shall constitute a civil violation subject to the penalties contained in Portland City Code, Chapter 1, § 1-15.

(Ord. No. 110-17/18, 1-3-2018; Ord. No. 60-22/23, 9-19-2022; Ord. No. 134-24/25, 3-3-2025)

Sec. 34-14. Severability.

If any section, paragraph, sentence, word or phrase of this ordinance is for any reason held to be invalid or unenforceable by any court, such decision shall not affect the validity of the remaining provisions of this ordinance.

(Ord. No. 110-17/18, 1-3-2018;)

Sec. 34-15. Conflicts with Other Ordinances.

Whenever a provision of this ordinance conflicts with or is inconsistent with another provision of this ordinance or of any other ordinance, regulation or statute, the more restrictive chapter, article or ordinance of the Portland City Code shall control.

(Ord. No. 110-17/18, 1-3-2018)

Sec. 34-16. Effective date; Applicability dates.

In order to allow time for residents and businesses to become familiar with the requirements of this ordinance, the prohibitions on the use of certain products and/or applications (and the related public notification, signage and reporting requirements) shall be effective as follows:

(a) Phase One: Commencing no later than July 1, 2018, the provisions set forth in Sec. 34-5 on outdoor pest management activities shall apply to City-owned property (but not to high use athletic fields or golf courses);

(b) Phase Two: Commencing no later than January 1, 2019, the provisions set forth in Sec. 34-5 on outdoor pest management activities shall apply to private property (but not high use athletic fields or golf courses); and

(c) Phase Three: Commencing no later than January 1, 2023, the provisions set forth in Sec. 34-5 on outdoor pest management activities with respect to high use athletic fields shall apply to public or private property, except that the City Manager or his or her designee may request that the City Council extend this applicability date if he or she determines more time is necessary to transition to organic management practices for these properties and facilities.

(Ord. No. 110-17/18, 1-3-2018; Ord. No. 79-20/21, 9-21-2020)