

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



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

SPECIAL CITY COUNCIL MEETING - JANUARY 21, 2026

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

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

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

<https://portlandme.portal.civicclerk.com/event/7629/media>

PLEDGE OF ALLEGIANCE:

ROLL CALL:

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

ANNOUNCEMENTS:

RECOGNITIONS:

PRESENTATIONS:

APPROVAL OF MINUTES OF PREVIOUS MEETING:

City Council Meeting Minutes 01.05.2026

PROCLAMATIONS:

**Proclamation 17-25/26 Recognizing February 2026 as Black History Month -
Sponsored by Mark Dion, Mayor**

**Proclamation 18-25/26 Recognizing the Public Health Contributions of
MaineHealth Maine Medical Center - Sponsored by Mark Dion, Mayor**

APPOINTMENTS:

**Order 116-25/26 Appointing Constables for the Police Department for 2026 -
Sponsored by Danielle P. West, City Manager**

This order appoints the following Urban Rangers from the Police Department as constables for the 2026 calendar year:

- Aliyah Yates
- Benjamin Gurney

- Katie Vine

Police Department constables issue citations for violations of various City ordinances, including, for example, harboring a dangerous dog and smoking in city parks.

Urban Ranger is a newly created position to provide public safety and assistance through high-visibility patrols, emergency response, and connecting individuals with essential community resources. Urban Rangers preserve the vitality of public spaces by fostering community relationships, ensuring ordinance compliance through education, and supporting city events and operations.

These appointments are effective until 12:00 midnight, December 31, 2026, and are made pursuant to Portland City Code, Sections 2019 and 2019.5. Constables are not allowed to carry a firearm, concealed or unconcealed, in the performance of their duties, or to make arrests or issue parking tickets, except for the constables listed who work for the Parking Division and issue parking tickets as part of their job.

Five affirmative votes are required for passage after public comment.

CONSENT ITEMS:

Order 117-25/26 Granting Municipal Officers' Approval of XGP, LLC, dba X-Golf Portland. Application for Class XI Restaurant/Lounge at 101 York Street - Sponsored by Danielle P. West, City Manager

Application was filed on 12/23/25. This is a change of ownership of an existing establishment.

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

Order 118-25/26 Granting Municipal Officers' Approval of C'est La Vie Ventures LLC, dba Marquis Cocktail Lounge. Application for Indoor Entertainment at 150 Park Street - Sponsored by Danielle P. West, City Manager

Application was filed on 12/26/25. This establishment's liquor license was approved by Council on 11/17/25 and is now adding indoor entertainment.

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

Order 119-25/26 Approving Transfer of Firearm Under 17-A M.R.S. § 1504 (1)(B) RE: Abdikareem Ibrahim Hassan - Sponsored by Danielle P. West, City Manager

This order authorizes the City Council to approve the transfer of ownership of one firearm in forfeited assets from Abdikareem Hassan to the City of Portland from the case of the State of Maine v. Abdikareem Ibrahim Hassan. The weapon was recovered by the Portland Police Department following a felony incident involving Abdikareem Ibrahim Hassan, who was charged with Reckless Conduct with a Dangerous Weapon after shots were fired at the Portland Police Department on the night of July 5, 2020. The firearm used in the commission of this crime remains in the police evidence locker. It has been ordered forfeited by a Superior Court justice, and the Portland Police ask that the Council

accept the forfeiture so that they can destroy the weapon.

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

UNFINISHED BUSINESS:

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. It received its first reading on January 5. Five affirmative votes are required for passage after public comment.

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. It is being re-introduced for its first reading following the omission of a required attachment during the January 5 proceedings.

ORDERS:

Order 120-25/26 Amending Order 75-25/26 Approving Amended and Restated Agreement with Portland Music Festival, LLC RE: Back Cove Music and Arts Festival at Payson Park - Sponsored by Councilor Anna Bullett

On October 20, 2025, City Council unanimously approved an agreement with Portland Maine Festival, LLC to produce the Back Cove Festival annually for three years, (2026 - 2028), with an option to renew for an additional three years afterward.

Given the timing of the approval and the resulting compressed planning window, festival organizers faced challenges in preparing for a 2026 event despite best efforts. As a result, the organizers have indicated that they will be unable to produce a festival in 2026. This order seeks to revise the initial term of the agreement to cover the years 2027–2029, with

an option to renew for an additional three-year period.

Five affirmative votes are required for passage after public comment.

Order 121-25/26 Approving an Agreement Between the Maine Department of Transportation and Portland RE: Improvements to Route 9, Route 9 West, and Route 22 - Sponsored by Danielle P. West, City Manager

City Council is being asked to approve the attached Utility Receivable Agreement, which would allow MaineDOT to move ahead with its plans to improve and pave Congress Street from Stevens Avenue to Johnson Road, Johnson Road from Congress to South Portland Town Line, and Skyway Drive from Congress Street to Johnson Road, a total of approximately 2.68 miles in Portland. The agreement obligates the City to pay a portion of the project costs.

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

Order 122-25/26 Accepting and Adopting Emergency Operations Plan - Sponsored by the Health & Human Services and Public Safety Committee, Anna Bullett, Chair

This is a companion order to the order below.

On November 13, 2025, the Health & Human Services and Public Safety Committee voted (4-0) to recommend this item to the full City Council.

Per State Statute Title 37-B Sec. 783 and City Ordinance Chapter 2 Article VIII Emergency Preparedness, Municipal Disaster / Emergency Plans must be in place and approved by the governing body. A Municipal Emergency Operations Plan (EOP) is vital because it helps the city prepare for and respond to emergencies in a coordinated and comprehensive way. The City's previous EOP was updated and approved in 2012. The base EOP presented for approval was updated to reflect modern practices and approaches to emergency preparedness and management. It was updated with input and coordination across multiple city departments, external partners, state agencies, and the public. The EOP is supported by numerous annexes which outline specific emergency categories, the risks and conditions they are likely to create, and more detailed operational response parameters. Over the course of the next year, the Office of Emergency Management will develop the functional and hazard specific annexes and engage with the community about emergency preparedness and planning. These annexes will be appended to the EOP administratively by City staff.

Staff recommend postponing this item so that it can be read concurrently with the order below. Five affirmative votes are required for passage after public comment.

AMENDMENTS:

Order 123-25/26 Amendments to Portland City Code Chapter 2 RE: Emergency Management - Sponsored by the Health & Human Services and Public Safety Committee, Anna Bullett, Chair

This is a companion order to the order above.

In connection with the approval of an updated Emergency Operations Plan, the following changes to Chapter 2 Article VIII of the Portland City Code are proposed:

- Updating the title;
- Changes in sec. 2-402 Definitions (Change Bureau to Office of Emergency Management);
- Minor changes and additions to sec. 2-403 Organization, 2-404 Director;
- Minor changes to the sec. 2-406 Emergency Proclamation;
- Added language under sec. 2-409 Emergency Operations Plans;
- Changes in sec. 2-411 Compensation for injuries.

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 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:

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 Pelletier, Councilor Bullett, Councilor Michniewicz, Councilor Phillips, Mayor Dion

Councilors Absent: Councilor Ali

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

Mayor Dion opened the floor for public comment. The following individuals spoke: Robert White (Portland Firefighter), John Jabar (Custom House Wharf co-owner), Steven Scharf (Brackett St), Martin Lodish (District 3)

ANNOUNCEMENTS:

Mayor Dion opened the floor for Council announcements. No Announcements were made

RECOGNITIONS:

PRESENTATIONS:

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

Sarah Lentz, Portland Board of Public Education, gave the annual State of Schools Address.

The following Councilors spoke: Councilor Fournier, Councilor Grant, Councilor Phillips, Councilor Sykes, Councilor Bullett

Sarah Warren (Chief of Strategies and Operations, Portland Public Schools)

APPROVAL OF MINUTES OF PREVIOUS MEETING:

State of City Address Meeting Minutes 12.15.2025

Special City Council Meeting Minutes-12.15.2025

Approval of Minutes read together:

December 15, 2025 - State of the City Address Meeting

Motion was made by Councilor Sykes and seconded by Councilor Phillips. Passage 8-0 (Councilor Ali absent)

December 15, 2025 - Special City Council Meeting

Motion was made by Councilor Sykes and seconded by Councilor Phillips. Passage 8-0 (Councilor Ali absent)

PROCLAMATIONS:

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

Councilor Phillips read Proclamation 15-25/26, Recognizing January 19, 2026 as Martin Luther King Jr Day into the record.

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

Mayor Dion read Proclamation 16-25/26 Recognizing the Portland Fire Department for Their Heroic Efforts During the December 2025 Customs House Wharf Fire

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

Motion was made by Councilor Sykes and seconded by Councilor Mchniewicz to recess the meeting of the City Council and convene the Special Meeting of the Corporator of the Creative Portland Corporation. Passage: 8-0 (Councilor Ali absent)

Motion was made by Councilor Sykes and seconded by Councilor Grant for passage. Passage: 8-0 (Councilor Ali absent)

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

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

Motion was made by Councilor Sykes and seconded by Councilor Mchniewicz to recess the Special Meeting of the Corporator of the Creative Portland Corporation and convene the Special Meeting of the Corporator of the Portland Development Corporation. Passage: 8-0 (Councilor Ali absent)

Motion was made by Councilor Sykes and seconded by Councilor Grant for passage. Passage: 8-0 (Councilor Ali absent)

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

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

Motion was made by Councilor Sykes and seconded by Councilor Mchniewicz to recess the Special Meeting of the Corporator of the Portland Development Corporation and convene the Special Meeting of the Corporator of the Portland Fish Pier Authority. Passage: 8-0 (Councilor Ali absent)

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

Motion was made by Councilor Sykes and seconded by Councilor Pelletier to recess the Special Meeting of the Corporator of the Fish Pier Authority Corporation and reconvene the Regular City Council Meeting. Passage: 8-0 (Councilor Ali absent)

APPOINTMENTS:

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

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

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

Order 112-25/26 was read as a consent item.
Motion was made by Councilor Sykes and seconded by Councilor Grant for passage. Passage: 8-0 (Councilor Ali absent)
Mayor Dion opened the floor for public comment. The following Councilors spoke: Councilor Phillips, Councilor Sykes

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 Mchniewicz and seconded by Councilor Fournier for passage, as amended. Passage: 7-1 (Councilor Phillips Opposed) (Councilor Ali absent)
Mayor Dion opened the floor for public comment. The following individuals spoke: Councilor Phillips, Councilor Mchniewicz
Motion was made by Councilor Mchniewicz and seconded by Councilor Fournier to amend. Amendment RE: Rental Golf Cart Definition and License Forfeiture in backup material. Passage: 8-0 (Councilor Ali absent)

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

Motion was made by Councilor Sykes and seconded by Councilor Bullett for passage.
Passage: 8-0 (Councilor Ali absent)
Mayor Dion opened the floor for public comment. The following individuals spoke:
Steven Scharf (Brackett St), Councilor Sykes, Dena Libner (Assistant City Manager),
Mike Murray (Director of Public Works)

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

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

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

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

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

Motion was made by Councilor Mchniewicz and seconded by Councilor Fournier for passage. Passage: 8-0 (Councilor Ali absent)
Mayor Dion opened the floor for public comment. The following individuals spoke: Dena Libner (Assistant City Manager)

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

Motion was made by Councilor Mchniewicz and seconded by Councilor Grant for passage. Passage: 8-0 (Councilor Ali absent)
Mayor Dion opened the floor for public comment. The following individuals spoke:
Councilor Mchniewicz, Councilor Grant, Martin Lodish (District 3), Todd Goldenfarb (Co-Developer with Live Nation), Steven Scharf (Brackett St), Mary Costigan (Berstein Shur), Ryan Vangil (President of Live Nation New England)

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 is a first read. Staff is requesting this be passed as an emergency.
Motion was made by Councilor Bullett and seconded by Councilor Phillips to waive

second read. Passage: 8-0 (Councilor Ali absent)
Motion was made by Councilor Bullett and seconded by Councilor Philliips for passage as an emergency. Passage: 8-0 (Councilor Ali absent)
Mayor Dion opened the floor for public comment. The following individuals spoke: Dena Libner (Assistant City Manager), Steven Scharf (Brackett St), Gregory Watson (Director of Housing and Economic Development), Councilor Fournier, Councilor Sykes, Councilor Bullett, Mayor Dion
Item takes effect immediately.

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 is 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 is first reading.

EXECUTIVE SESSION:

ADJOURNMENT:

Motion was made by Councilor Mchniewicz and seconded by Councilor Phillips to adjourn. Passage: 8-0 (Councilor Ali absent)
Adjourned 7:16PM

A TRUE RECORD

Abbey Lombard, Interim City Clerk

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

RECOGNIZING FEBRUARY 2026 AS BLACK HISTORY MONTH

- WHEREAS,** the history of Black Americans is an indelible and essential part of the American narrative, beginning as early as 1526 when African people were first involuntarily brought to these shores; and
- WHEREAS,** despite centuries of systemic injustice, including enslavement by law until the Emancipation Proclamation of 1862, the violence of the Jim Crow era, and the persistent denial of fundamental civil rights, African Americans have demonstrated unparalleled resilience and a steadfast commitment to the ideals of liberty and justice; and
- WHEREAS,** Black Americans have profoundly shaped the cultural, scientific, economic, and moral fabric of the United States, rising above adversity to lead movements for social change and pioneering innovations that benefit all of humanity; and
- WHEREAS,** the month of February is officially celebrated as Black History Month, which dates back to 1926 when Dr. Carter G. Woodson conceived of setting aside a special week in February to recognize the heritage and achievements of Black Americans; and
- WHEREAS,** the City of Portland acknowledges and honors the specific contributions of Black community members, entrepreneurs, and activists whose labor and vision have played a vital role in building a more vibrant and welcoming 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:

1. Recognize the significance of Black History Month as a time to acknowledge and celebrate the contributions of Black Americans in our nation's history and encourage the continued annual celebration of Black History Month to provide opportunities for all Portland's residents to learn, examine, and better understand how history has shaped this nation; and
2. Recognize the ways in which the City of Portland's ethnic and racial diversity enriches and strengthens our community; and
3. Encourage all centers of education in the City of Portland to include in their year-round educational curriculum the history and contributions of Black Americans in Portland, the United States, and around the world.

Signed and sealed this 21st day of January, 2026



**Mark Dion, Mayor
City of Portland**

P R O C L A M A T I O N
RECOGNIZING THE PUBLIC HEALTH CONTRIBUTIONS
OF MAINEHEALTH MAINE MEDICAL CENTER

WHEREAS, the health and vitality of the Greater Portland community are built upon the foundation of accessible preventative care and strong partnerships between healthcare institutions and the public; and

WHEREAS, the MaineHealth Maine Medical Center (MHMMC) Pharmacy Team has demonstrated extraordinary leadership by spearheading a large-scale vaccination campaign, hosting 83 clinics tailored to the needs of City of Portland staff, local residents, and school communities; and

WHEREAS, through these tireless efforts, more than 6,300 vaccines were administered, ensuring that a significant portion of our population is protected against preventable illness; and

WHEREAS, by delivering nearly 1,000 vaccines directly within Portland schools, MHMMC successfully removed systemic barriers to care, providing convenience and peace of mind to students and busy families; and

WHEREAS, this initiative served as a vital bridge, strengthening the professional relationships between MaineHealth and school administrators, while facilitating the exchange of critical adolescent health resources for the benefit of our youth; and

WHEREAS, the selfless dedication of the MHMMC Pharmacy Team exemplifies the hospital's mission of "Working together so our communities are the healthiest in America";

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 MaineHealth Maine Medical Center for its profound contributions to public health and its unwavering commitment to the safety and well-being of the Greater Portland community.

Signed and sealed this 21st day of January, 2026



Mark Dion, Mayor
City of Portland

MEMORANDUM
City Council Agenda Item

FROM:

DATE: January 9, 2026

SUBJECT: Order 116-25/26 Appointing Constables for the Police Department for 2026 -
Sponsored by Danielle P. West, City Manager

SPONSOR: The Mayor

(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 1/21/2026

Final

Action 1/26/2026

Can action be taken at a later date: No Effective swearing in to begin their job, postponing would delay multiple facets.

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

PRESENTATION:

I. SUMMARY

APPOINTING THE URBAN CONSTABLES FOR 2026

II. AGENDA DESCRIPTION

This order appoints the following Urban Rangers from the Police Department as constables for the 2026 calendar year:

- Aliyah Yates
- Benjamin Gurney
- Katie Vine

Police Department constables issue citations for violations of various City ordinances, including, for example, harboring a dangerous dog and smoking in city parks.

Urban Ranger is a newly created position to provide public safety and assistance through high-visibility patrols, emergency response, and connecting individuals with essential community resources. Urban Rangers preserve the vitality of public spaces by fostering community relationships, ensuring ordinance compliance through education, and supporting city events and operations.

These appointments are effective until 12:00 midnight, December 31, 2026, and are made pursuant to Portland City Code, Sections 2019 and 2019.5. Constables are not allowed to carry a firearm, concealed or unconcealed, in the performance of their duties, or to make arrests or issue parking tickets, except for the constables listed who work for the Parking Division and issue parking tickets as part of their job.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

ESSENTIAL DUTIES

- Provides residents, workers, and visitors with general assistance, directions, and information on the City services and regulations.
- Provides emergency assistance, including administering basic first aid, searching for lost children, connecting individuals with available resources, and calling for emergency assistance when appropriate.
- Promotes safe use and enjoyment of the Portland parks and other public spaces; promotes compliance with City rules, regulations, and ordinances through education, persuasion, and enforcement.
- Requests police assistance when necessary.
- Maintains high public visibility and patrols assigned areas (urban parks, downtown, neighborhoods) to observe activity, identify safety hazards, and ensure compliance with ordinances.
- Maintains contact with area residents, businesses, and community organizations to address concerns, resolve problems, and foster positive relationships.
- Assists in directing traffic, crowd control and protecting City resources during special events.
- Maintains daily log and reports on incidents, public contacts and conditions; and follows through on reports or incidents as appropriate.
- Performs maintenance circle check prior to driving City vehicles.
- Supervises subordinate staff in the absence of the Supervising Urban Ranger.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

VI. STAFF ANALYSIS AND BACKGROUND

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Appointment - Appointing Constables for Police Dept for 2026

Prepared by:

Date: 01/09/2026

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

ORDER APPOINTING CONSTABLES FOR THE POLICE DEPARTMENT FOR 2026

ORDERED, that Urban Rangers Aliyah Yates, Benjamin Gurney, and Katie Vine are hereby appointed constables for the 2026 calendar year; and

BE IT FURTHER ORDERED, that these appointments shall be effective from the effective date of this order until 12:00 midnight, December 31, 2026; and

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

MEMORANDUM
City Council Agenda Item

FROM:

DATE: December 31, 2025

SUBJECT: Order 117-25/26 Granting Municipal Officers' Approval of XGP, LLC, dba X-Golf Portland. Application for Class XI Restaurant/Lounge at 101 York Street - Sponsored by Danielle P. West, City Manager

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

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

**Final
Action**

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

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

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

I. SUMMARY

II. AGENDA DESCRIPTION

Application was filed on 12/23/25. This is a change of ownership of an existing establishment.

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

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

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

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. 2026.01.21_X-Golf_Council Packet
2. 2026.01.21_X-Golf_Council Order

Prepared by:

Date: 12/31/2025

December 2nd, 2025

X-Golf Portland Transfer of Ownership / Business Licensing Letter of Intent

ATTN: Mayor Dion and City Council Members

Dear Mr. Mayor and City Council Members,

I am writing to inform you that I intend to purchase XGP LLC (d/b/a X-Golf Portland) located at 101 York Street Unit B in Portland, with a projected sale closing in early to mid January.

I will be purchasing the operating entity (XGP LLC) that currently holds the Class XI (Class A Restaurant/Lounge) business license, and will be 100% owner.

I and the current owner Joe Atwood, would like this to be a smooth transition and ensure that the transfer of ownership and subsequent business licensing transition, does not affect the flow of business operations.

As you know, X-Golf Portland has been operating since March of 2022, and has remained in compliance and good standing with city and state regulators since its inception. Nothing will be changing with the business that would have an impact on the current licensing/Certificate of Occupancy, etc., other than the ownership of the operating entity XGP LLC.

A "Transfer of Ownership" application has been submitted to the State Liquor & Enforcement.

Please contact Joe Atwood (207-899-7373 / jpatwood12@gmail.com) with any questions.

Thank you,

Bradley Hittle

Signed by:

44BC3A6232DA4F4...



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

Application for Food Service Establishment with Alcoholic Beverages License

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

File or Tracking Number from BELLS application:

116217

Date of Submission of BELLS application:

12/2/2025

Business Information

Legal Business Entity Applicant Name (corporation, LLC):

Business Name (D/B/A):

X-Golf Portland

Individual or Sole Proprietor Applicant Name(s):

Bradley Hittle & Mindy Hittle

Physical Location:

101 York Street Unit B

If applicable, what was formerly at this location:

Business Email Address:

hittlebr@gmail.com

Mailing Address:

7 Ashwood Dr Saco, ME 04072

Contact Person:

Brad Hittle

Contact Person Phone:

207-710-7716

Contact Person Email:

hittlebr@gmail.com

Manager of Establishment:

Lucas Worrell

Date of Birth:

04/30/1995

Manager Phone:

207-536-1257

Owner of Premises (Landlord):

J.B. Brown & Sons

Address of Premises Owner (Landlord):

10 Free Street Suite 100 Portland, ME 04101

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

Name of Owner(s):

Date of Birth:

Residence Address:

Name of Owner(s):

Date of Birth:

Residence Address:

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

Corporate Name:

Corporate Mailing Address:

7 Ashwood Dr Saco, ME 04072

Contact Person:

Brad Hittle

Contact Phone:

207-710-7716

Principal Officers

Title

Date of Birth

Residence Address

Bradley J Hittle

Owner

11/13/1979

7 Ashwood Dr Saco, ME 04072

Mindy L Hittle

Owner

08/29/1979

7 Ashwood Dr Saco, ME 04072



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

Class of Liquor License (see fee schedule): Class XI (Class A Restaurant/Lounge)			
Type of food served:	Pub food		
Please select all that will be served:	☒ Beer ☒ Wine ☒ Liquor		
Projected percentage of sales:	Generated from Food: 5% Generated from Alcohol: 20%		
Hours & days of operation:	Monday-Thursday 10am-10pm, Friday 10am-12am, Saturday 10am-12am, Sunday 9am-8pm		
QUESTIONS	YES	NO	
Will full-course meals, only capable of consumption with the use of tableware, be served the entire time the establishment is open?	☒	☒	
If No, please explain:			
Is the establishment less than 300 feet from a school, dormitory, church or parish house, or similar establishment?	☒	☒	
If yes, give the distance:			
Will you have entertainment on the premises? (If yes, a Supplemental Application for Entertainment is required.)	☒	☒	
Will you permit dancing after 1:00 a.m.?	☒	☒	
Will you have outside dining? (If yes, an Outdoor Dining Application is required)	☒	☒	
If yes, will the outside dining be on: ☒ PUBLIC property or ☒ PRIVATE property			
Will you have any amusement devices (pinball, video games, juke box)?	☒	☒	
If yes, please list: # of amusements: 6 and # of pool tables:			
What is your targeted opening date? : 2/1/2026			
Does the Issuance of this license directly or indirectly benefit any City employee(s)?	☒	☒	
If Yes, list name(s) of employee(s) and department(s):			
Have any of the applicants, including the corporation (if applicable), ever held a business license with the City of Portland?	☒	☒	
If Yes, please list business name(s) and location(s): XGP LLC / 101 YORK ST			
Is any principal officer under the age of 21?	☒	☒	
Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of law?	☒	☒	
If Yes, please explain:			

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

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

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

Signature 4c102c5a-83d0-4cff-bf0b-428e29e07a1e Title Owner Date _____

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 fees for the application to be submitted for council approval:

Application fee: \$45

Liquor Class Fee: (see next page for amounts)

Health Inspection Fee: \$150

Background check: \$21/person

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

Liquor Classification of Establishment

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

Maine B.E.L.L.S. File/Tracking Number 116217

Date of Submission of Maine B.E.L.L.S. application: 12/02/2025

Name of Establishment (Doing Business As) X-Golf Portland

Physical Location of Establishment (Street Address) 101 York Street Unit B

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

Name of Corporation, LLC, or Non-Profit Organization XGP, LLC

Business Mailing Address 9 Providence Ave

City Falmouth

State ME

ZIP 04105

Business Phone 2078997373

Establishment Email jpatwood12@gmail.com

Contact Person Name Bradley Hittle

Contact Person Phone 207-710-7716

Contact Person Email jpatwood12@gmail.com

What is your targeted opening date? 01/15/2026

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. §651**. Click green plus button to add persons.

Owners, Partners, and Officers

i. **Name**

Bradley Hittle

Street Address of Primary Residence

7 Ashwood Drive

City

Saco

State

ME

ZIP

04072

Birth Date

11/13/1979

Corporation/LLC Name

XGP LLC

Corporate Mailing Address

9 Providence Ave

City

Falmouth

State

ME

ZIP

04105

Primary Contact Person

Joe Atwood

Contact Phone

207-899-7373

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**

Lucas Worrell

Date of Birth

04/30/1995

Phone

2073507539

Email

lucas@xgolfportland.com

Owner of Premises (Landlord) Name J.B. Brown & Sons

Address of Premises Owner (Landlord) 10 Free Street Suite 100

City Portland

State ME

ZIP 04101

Owner of Premises (Landlord) Phone 2077745908

Owner of Premises (Landlord) Email kmitsui@jbbrown.com

Type of Food Served: Pub food - Wings, apps, pizza, etc.

Please select all that will be served:

- Beer
- Wine
- Liquor

Days and Hours of Operation: Monday-Thursday 10am-10pm
Friday 10am-12pm
Saturday 9am-12pm
Sunday 9am-8pm

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, YES

video games, juke box)?

If YES, how many pool tables? 0

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): XGP LLC / 101 York Street

Please include the following:

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

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

 City LOI 12-2.pdf

Floorplan/Layout of the premises

 Untitled Extract Pages.pdf

Menu

 XGP Menu .pdf

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

 SKM_C30821080514340 (6).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

Bradley Hittle

Title of Signatory

Owner

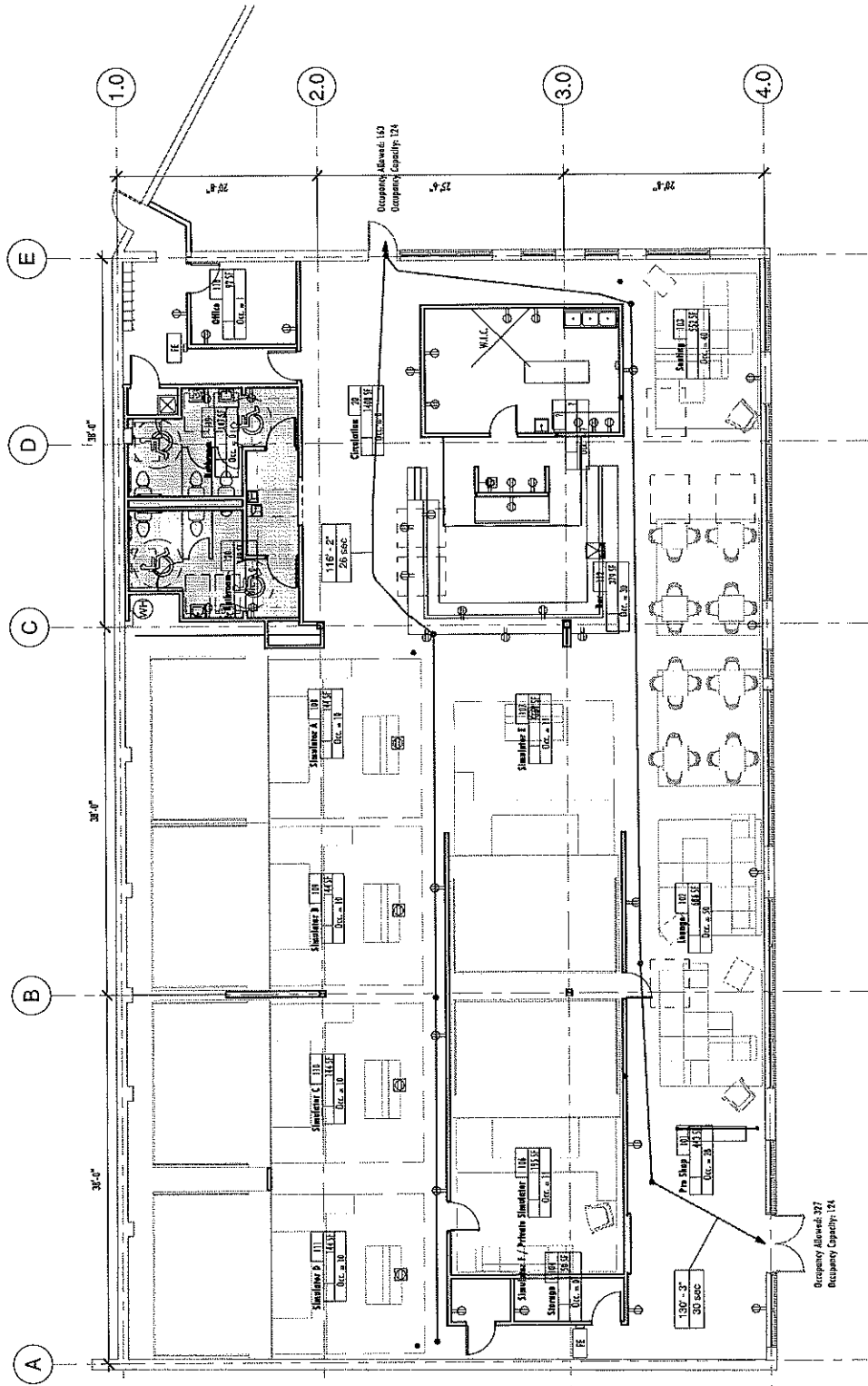
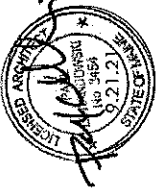
Date

12/02/2025

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!

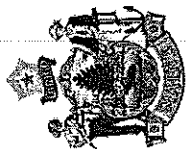


TOTAL 245 people
A-2: BAR = 1 per 75 sq. ft. per 75 sq. ft. LAY
124 Male - 2 WC, 1 LAV, 1 Urinal
124 Female - 3 WC, 1 LAV

100% Dead End.
Where more than one exit or exit access doorway is required, the exit doors shall be arranged such that dead end corridors do not exceed 20' in length.

Accessible Seating: Calculated for 5% of total seating
120 Seating/Seat - 25' = 5 Seats

NFPA 72 requires strobes installed in hallways and corridors to be visible from anywhere. Strobes must be installed no further than 100 feet apart down the length of a hallway.



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: XGPLLC	2. Date of incorporation/registration: 7/14/2021	3. State of incorporation: ME
---	---	----------------------------------

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
Bradley J. Hittle	11/13/79	hittlebr@gmail.com 207-710-7716	7 Ashwood Drive Saco, ME 04072	Owner



Zachary Lenhart <zlenhart@portlandmaine.gov>

X-Golf_Class XI Rest-Lounge_101 York St

Zoning <zoning@portlandmaine.gov>

Tue, Dec 30, 2025 at 9:48 AM

To: Zoning <zoning@portlandmaine.gov>

Cc: Zachary Lenhart <zlenhart@portlandmaine.gov>, Katlyn Sawyer <ksawyer@portlandmaine.gov>, Zoning <zoning@portlandmaine.gov>, Eric Cobb <ecobb@portlandmaine.gov>, Tom Williams <tw@portlandmaine.gov>, Business Licensing <bl@portlandmaine.gov>

Hello,

The current legal use of 040 C005001 is *Bar and restaurant with accessory use as a recreation and amusement center*.

No change of use necessary.

Zoning approves.

Thank you,
Will Valentine
[Quoted text hidden]

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on January 21, 2026 at 5:00 P.M., in City Council Chambers, 389 Congress St. for approval of XGP, LLC, dba X-Golf Portland. Application for Class XI Restaurant/Lounge at 101 York Street - Sponsored by Danielle P. West, City Manager

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



January 6, 2026

XGP LLC
9 Providence Avenue
Falmouth, ME 04105

Re: Approval of XGP, LLC, dba X-Golf Portland. Application for Class XI
Restaurant/Lounge at 101 York Street

Dear XGP, LLC:

This letter shall serve as a reminder of the public hearing before the Portland City Council on Wednesday January 21, 2026 at 5:00 p.m., for the review of application for Class XI Restaurant/Lounge at 101 York Street. The meeting will take place in person at Portland City Hall, in City Council Chambers on the 2nd Floor of 389 Congress Street.

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

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

Sincerely,

Zachary J. Lenhart
Licensing and Housing Safety Manager



Application Copy

File Number: 116217

Job Type: Amendment Application

AMENDMENT TYPE

Transfer of Ownership

APPLICATION DATE RECEIVED

2025-12-02

NEW SECONDARY LICENSE(S)

None selected

LICENSEE LEGAL NAME

XGP LLC

LICENSEE TYPE

Limited Liability Company

DOING BUSINESS AS

X-Golf Portland

CORPORATE NUMBER

20222471DC

INCORPORATION DATE

2021-07-14

CORRESPONDENCE ADDRESS

7 Ashwood Drive Saco ME 04072

MAILING ADDRESS

PHYSICAL ADDRESS

CONTACT NAME

Bradley J. Hittle

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(207) 710-7716

ALTERNATE PHONE

FAX

EMAIL

hittlebr@gmail.com

CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
Bradley J. Hittle	Owner		100

ADDITIONAL INFORMATION

PREMISES TYPE

Class A Restaurant/Lounge

PREMISES NAME

X-Golf Portland

OPERATOR

Lucas Worrell

PHYSICAL ADDRESS

101 York Street Unit B Portland ME 04101

MAILING ADDRESS

7 Ashwood Drive Saco ME 04072

CONTACT NAME

Bradley J. Hittle

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(207) 710-7716

ALTERNATE PHONE

FAX

EMAIL

hittlebr@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

20222471DC

2. What is your expected start date?

1/1/2026

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

No

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

No

5. 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?"

Yes

17442

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?

Lucas Worrell
4/30/1995

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?

Currently at 9 Providence Avenue, Falmouth, ME 04105 (current Owner)

New Owner - 7 Ashwood Drive Saco, ME 04072

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

9am-10pm Monday-Thursday

9am-12pm Friday-Saturday

9am-8pm Sunday

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.

Heartfelt School .4 Miles

21 Do you have a food menu?

Yes

(document uploaded)

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Food Menu	Screenshot 2025-11-24 at 3.11.02 PM.png	Food Menu
Supplemental Ownership Form	BABLO Supplemental Ownership Form and Affidavit-2.pdf	

APPLICANT

Joseph Atwood

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.

X-GOLF BITES

FUEL UP YOUR GAME WITH
TASTY, SHAREABLE BITES!

- \$7 TOTS or FRIES.**
Tots or French fries plain or truffle dusted with your choice of dipping sauces
Add Queso - \$2 — Add Pulled Pork - \$4 — Sweet Potato Fries - \$2
- \$7 X-FACTOR PRETZEL**
Bavarian Brauhaus style pretzel with a tangy mustard and queso dipping sauce
- \$8 CHIPS & DIPS**
Multigrain chips with your choice of 2 dips
Hatch Chili Queso, Guacamole, and Salsa. Choose all three — Add \$2
- \$14 BUFFALO CAULI BITES**
Fried cauliflower with a mildly spicy buffalo dipping sauce. Served with your choice of blue cheese or ranch.
- \$15 SLAB SICILIAN PIZZA - Cheese**
Keepin' it local with our favorite Maine pizzal
Add pepperoni - \$2 — Add pulled pork - \$4
- \$16 CHARCUTERIE BOARD**
Local Pineland Farms smoked cheddar and cheese curds, brie, mild soppressata, cornichons, olives, and assorted crackers.
- \$9/16 GAMEDAY WINGS**
6 Wings - \$9 — 12 Wings - \$16
The ultimate game day food — get these chicken wings with BBQ, buffalo sauce or naked, with a side of ranch or blue cheese.
- \$14 TEMPURA CHICKEN**
Tempura chicken with your choice of buffalo sauce, bbq, or sweet chili Thai-Ger dipping sauce



X-Factor Pretzel



Slab Sicilian Cheese Pizza



GameDay Wings



Charcuterie Board

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:

**XGP, LLC, dba X-Golf Portland. Application for Class XI Restaurant/Lounge at 101
York Street**

MEMORANDUM
City Council Agenda Item

FROM:

DATE: December 31, 2025

SUBJECT: Order 118-25/26 Granting Municipal Officers' Approval of C'est La Vie Ventures LLC, dba Marquis Cocktail Lounge. Application for Indoor Entertainment at 150 Park Street - Sponsored by Danielle P. West, City Manager

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

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

**Final
Action**

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

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

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

I. SUMMARY

II. AGENDA DESCRIPTION

Application was filed on 12/26/25. This establishment's liquor license was approved by Council on 11/17/25 and is now adding indoor entertainment.

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. 2026.01.21_Marquis_Council Packet
2. 2026.01.21_Marquis_Council Order

Prepared by:

Date: 12/31/2025

Dear City Council & Mayor Dion

My name is Jacob Coombs, and I am the Co Owner of The Marquis Cocktail Lounge, on Park St Portland. I am writing to you today to request an entertainment license for this venue so that we may have the occasional lounge singer in our establishment. We are hoping to only have this for special occasions, and will be monitoring noise levels to not exceed what we produce currently.

Appreciate your time and consideration.

-The Marquis



CITY OF PORTLAND
Permitting and Inspections Department

Application for an Entertainment License

☒ Indoor Entertainment \$500.00	☐ Outdoor Entertainment \$700.00	☐ Combined Entertainment \$800.00
☐ Sound Mitigation Fee \$150.00		

Business Information			
Establishment Name (d/b/a):	The Marquis Cocktail Lounge	Phone:	(207)800-5822
Location Address:	150 Park St, Portland ME		Zip: 04101
Owner Name:	Jacob Coombs	Phone:	(207)800-5822
Owner Email:	contact@marquismaine.com		
Contact Person responsible for Entertainment:	Jacob Coombs	Phone:	(207)800-5822
Contact Person Email:	contact@marquismaine.com		
Manager of Establishment:	Jacob Coombs	Phone:	(207)8005822
Manager Email:	contact@marquismaine.com		

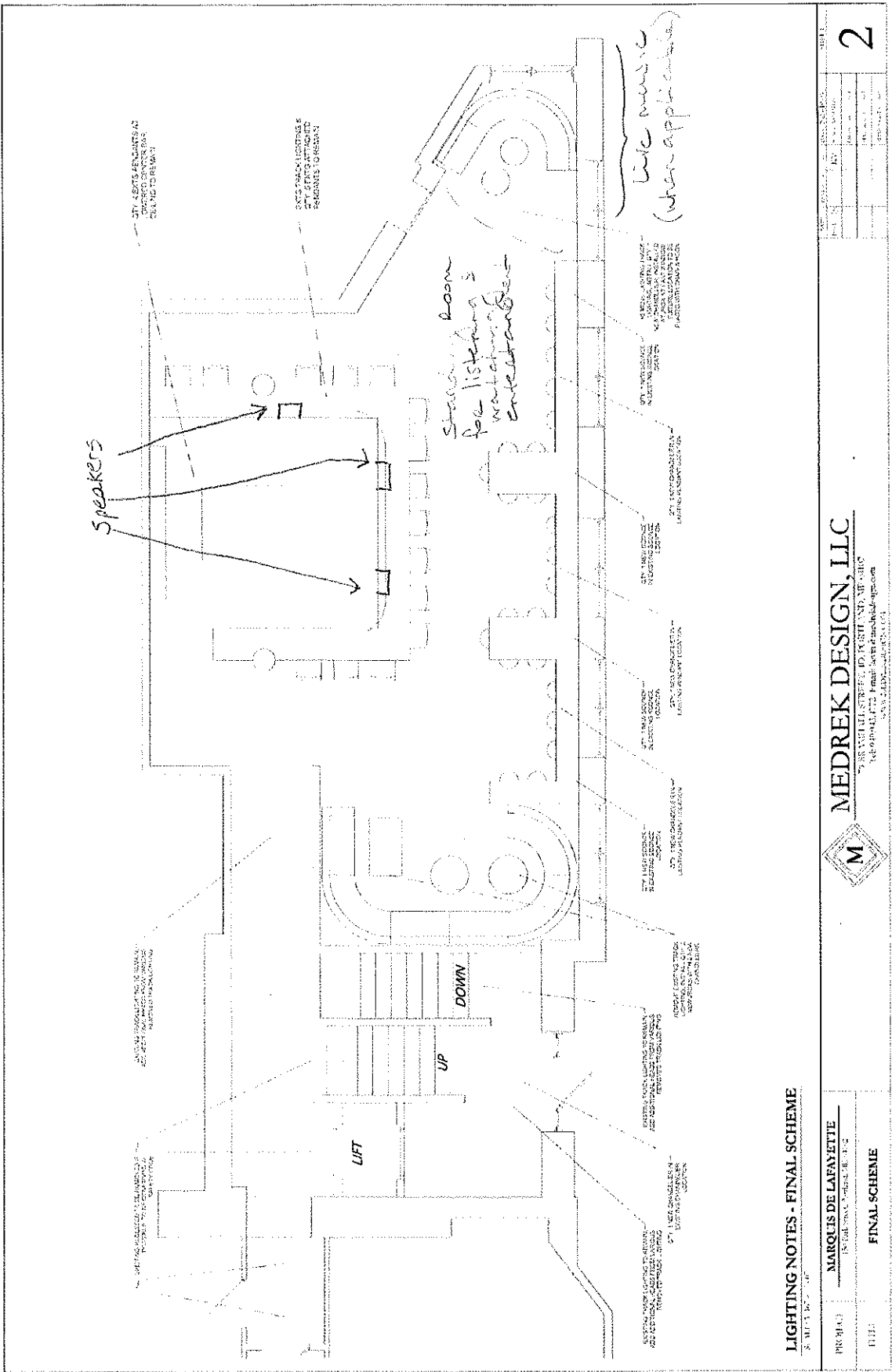
About Your Establishment

Describe in detail the type and nature of the business and proposed entertainment:
Here at the Marquis we plan on celebrating 5 holidays a year. Mardi gras, Bastille Day, Jazz Fest, Halloween, and Christmas. We do plan on having live music for these events, but very minimal. Nothing more than a vocalist, and a 1 person accompaniment. Drum Kits will not be permitted. Our goal is to enhance the ambiance without surpassing our average decibel count of 90. Entertainment equipment will be provided by our musical guests and kept to the same decible level as our house audio system. Please feel free to reach out by phone if you have any further questions.

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

Signature  Title Owner Date 12/22/2025

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



LIGHTING NOTES - FINAL SCHEME

PROJECT	MARQUIS DE LAFAYETTE 1870th Street, Lafayette, LA 70003
DATE	FINAL SCHEME



MEDREK DESIGN, LLC
700 MARQUIS STREET, 10th FLOOR, NEW ORLEANS, LA 70003
Tel: 504.584.1772 Email: medrek@medrekdesign.com
www.medrekdesign.com

REV	DATE	DESCRIPTION
1	12/26/25	FINAL SCHEME

Joseph L Cyr Jr.

(207) 274 - 4266

Title: Audio Engineer / BA of Science in Communication Technology - Audio Engineering
(Husson University 21')

12/20/2025

City Of Portland,

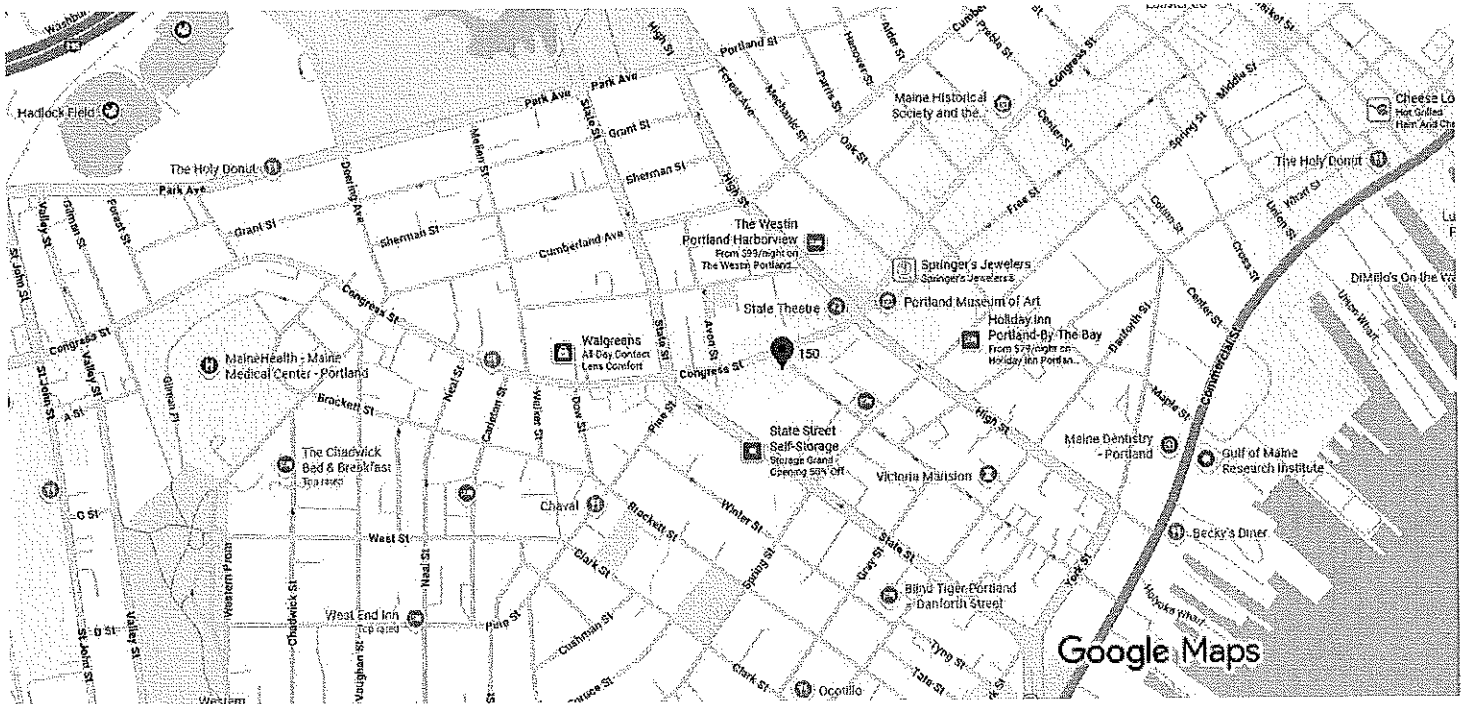
To Whom It May Concern:

I, Joseph Cyr, certify that I have conducted a comprehensive noise assessment at *The Marquis Lounge* in Portland, Maine on 12/20/2025. I assessed noise levels and potential sound issues. Based on the measurements and analysis detailed in this report, the site currently does not exceed 95 dB (City Limit). A sound test was conducted with a professional sound level meter (dB reader) that was successfully calibrated before and after. With the space empty and the sound system at full volume (the highest they would ever use it) for an extended period of time the sound never exceeded 83 dB max inside the venue space. Upon initial assessment, there ARE NO changes that need to be made currently (12/20/25). *[if necessary, a mitigation plan will be listed below]*.

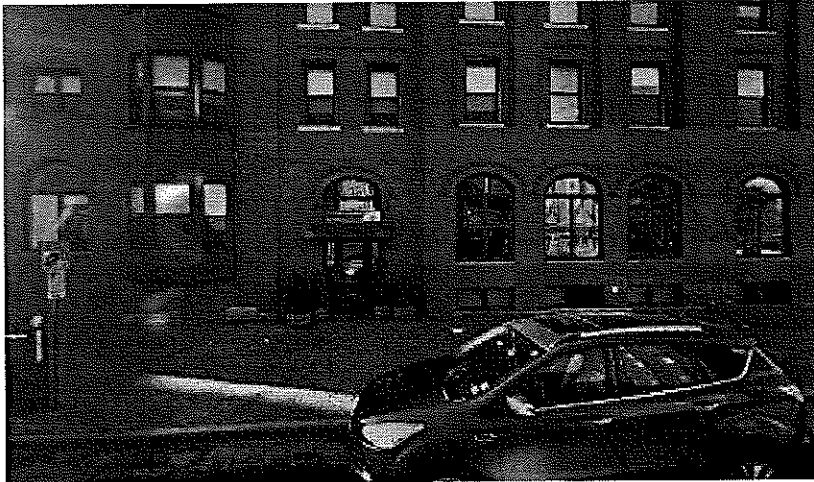
Thank you,

/s/ Joseph Cyr

150 Park St



Imagery ©2025, Map data ©2025 Google 500 ft



150 Park St



Directions



Save



Nearby



Send to
phone



Share



150 Park St, Portland, ME 04101

Photos

City of Portland

Sound Mitigation Review

Date: 1/7/2026

Business Marquis Lounge

Applicant Jacob Coombs

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



Zachary Lenhart <zlenhart@portlandmaine.gov>

Marquis_Indoor Entertainment_150 Park

Robert Miller <robertjm@portlandmaine.gov>
To: Zachary Lenhart <zlenhart@portlandmaine.gov>

Tue, Jan 6, 2026 at 3:43 PM

Yes, approved.

Rob

[Quoted text hidden]



Zachary Lenhart <zlenhart@portlandmaine.gov>

Marquis_Indoor Entertainment_150 Park

Zoning <zoning@portlandmaine.gov>

Tue, Dec 30, 2025 at 10:05 AM

To: Zoning <zoning@portlandmaine.gov>

Cc: Tom Williams <tw@portlandmaine.gov>, Zachary Lenhart <zlenhart@portlandmaine.gov>, Katlyn Sawyer <ksawyer@portlandmaine.gov>, Zoning <zoning@portlandmaine.gov>, Eric Cobb <ecobb@portlandmaine.gov>, Business Licensing <bl@portlandmaine.gov>

Hello,

The legal use of 150 Park St is *bar*. A change of use will not be necessary.

Zoning approves.

Thank you,
Will Valentine

[Quoted text hidden]

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



January 6, 2026

C'est La Vie Ventures LLC
251 High Street
South Portland, ME 04106

Re: Approval of C'est La Vie Ventures LLC, dba Marquis Cocktail Lounge. Application for Indoor Entertainment at 150 Park Street

Dear C'est La Vie Ventures LLC:

This letter shall serve as a reminder of the public hearing before the Portland City Council on Wednesday January 21, 2026 at 5:00 p.m., for the review of application for Indoor Entertainment at 150 Park Street. The meeting will take place in person at Portland City Hall, in City Council Chambers on the 2nd Floor of 389 Congress Street.

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

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

Sincerely,

Zachary J. Lenhert
Licensing and Housing Safety Manager

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on January 21, 2026 at 5:00 P.M., in City Council Chambers, 389 Congress St. for approval of C'est La Vie Ventures LLC, dba Marquis Cocktail Lounge. Application for Indoor Entertainment at 150 Park Street - Sponsored by Danielle P. West, City Manager

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

ORDER
GRANTING MUNICIPAL OFFICERS’
APPROVAL OF:

**C'est La Vie Ventures LLC, dba Marquis Cocktail Lounge. Application for Indoor
Entertainment at 150 Park Street**

MEMORANDUM
City Council Agenda Item

FROM:

DATE: January 6, 2026

SUBJECT: Order 119-25/26 Approving Transfer of Firearm Under 17-A M.R.S. § 1504 (1)(B)
RE: Abdikareem Ibrahim Hassan - Sponsored by Danielle P. West, City Manager

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

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

**Final
Action**

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

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

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

I. SUMMARY

II. AGENDA DESCRIPTION

This order authorizes the City Council to approve the transfer of ownership of one firearm in forfeited assets from Abdikareem Hassan to the City of Portland from the case of the State of Maine v. Abdikareem Ibrahim Hassan. The weapon was recovered by the Portland Police Department following a felony incident involving Abdikareem Ibrahim Hassan, who was charged with Reckless Conduct with a Dangerous Weapon after shots were fired at the Portland Police Department on the night of July 5, 2020. The firearm used in the commission of this crime remains in the police evidence locker. It has been ordered forfeited by a Superior Court justice, and the Portland Police ask that the Council accept the forfeiture so that they can destroy the weapon.

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. Consent Item - Approving Firearm Transfer - Abdikareem Ibrahim Hassan
2. Forfeiture Order Abdikareem Hassan firearm20-3764

Prepared by:

Date: 01/06/2026

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

**ORDER APPROVING TRANSFER OF FIREARM UNDER
17-A M.R.S. § 1504 (1)(B) RE: ABDIKAREEM IBRAHIM HASSAN**

ORDERED, that the City Council hereby approves the transfer of the firearm (9mm Taurus pistol serial # TJW49517) in the case of State of Maine vs. Abdikareem Ibrahim Hassan from Abdikareem Ibrahim Hassan to the City of Portland for purposes of destruction, pursuant to 17-A M.R.S. § 1504 (1)(B) and as provided in the attached “Approval of Transfer.”

STATE OF MAINE
Cumberland, SS

UNIFIED CRIMINAL DOCKET
Criminal Action
Docket No. 20-2926

State of Maine

v.

Abdikareem Ibrahim Hassan
Defendant;

and

9mm Taurus Pistol
Serial # TJW49517
Defendant In Rem

City of Portland
Approval of Transfer
17-A M.R.S. § 1504 (1)(B)

NOW COMES the City of Portland, Maine, by and through its legislative body, the City Council, and does hereby grant approval pursuant to Section 1504 (1)(B) of Title 17-A of the Maine Revised Statutes, to the transfer of the above captioned Defendant *In Rem*, one 9mm Taurus Pistol Serial # TJW49517, on the grounds that it was used in the commission of a Class C crime, and has been ordered forfeited by a Justice of the Superior Court.

WHEREFORE, the Portland City Council does hereby approve of the transfer of the Defendant *In Rem*, namely, one 9mm Taurus Pistol Serial # TJW49517, to the City of Portland, Maine pursuant to 17-A M.R.S. § 1504 (1)(B) on January 21, 2026, for purposes of destruction.

Dated: _____

Mayor
(Impress Legislative Body Seal Here)

STATE OF MAINE
CUMBERLAND, ss

STATE OF MAINE

v.

ABDIKAREEM IBRAHIM HASSAN

UNIFIED CRIMINAL DOCKET
LOCATION: PORTLAND
DOCKET #: 20-2926

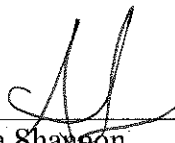
**STATE'S MOTION TO AMEND J&C TO
INCLUDE FORFEITURE
OF FIREARM PURSUANT TO
17-A M.R.S. § 1504(1)(B)**

The State of Maine, through Assistant District Attorney Sara Shannon, requests that this Honorable Court amend the J&C to reflect forfeiture of the firearm (9mm Taurus pistol serial # TJW49517) used in the commission of this case. The Defendant pled guilty on January 31, 2022 to Reckless Conduct with a Dangerous Weapon, a violation of 17-A M.R.S. §211(1); 1252(5) among other charges. The J&C currently does not indicate the firearm was forfeited. Forfeiture of the firearm is mandatory pursuant to 17-A M.R.S. § 1504(1)(B).

The Defendant takes no position.

WHEREFORE, the State moves this Honorable Court to amend the J&C to include forfeiture of the firearm.

Dated: November 20, 2025



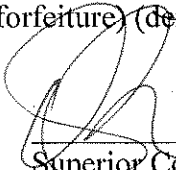
Sara Shannon
Assistant District Attorney
Bar No. 6672

ORDER

Motion (granted. J&C to be amended to include firearm forfeiture) (denied).

Dated:

11/21/2025



Superior Court Justice

REC'D CUND CLERKS OFC
NOV 20 '25 PM 3:24

MEMORANDUM
City Council Agenda Item

FROM:

DATE: January 6, 2026

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. It received its first reading on January 5. Five affirmative votes are required for passage after public comment.

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: 01/06/2026

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

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

**AMENDMENT TO PORTLAND CITY CODE
CHAPTER 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: January 6, 2026

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. It is being re-introduced for its first reading following the omission of a required attachment during the January 5 proceedings.

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. Amendment - Ch34 re LMAC 12.16.25
2. Chapter34 Landcare Ordinance 3.5.2025

Prepared by:

Date: 01/06/2026

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

CITY OF PORTLAND IN THE CITY COUNCIL

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

AMENDMENT TO PORTLAND CITY CODE CHAPTER 34 RE: Landcare Management Advisory Committee (LMAC)

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

1. *That the Sections 34-3, 34-5, thru 34-9, 34-11, and 34-16 of the Portland City Code Chapter 34 are hereby amended to read as follows:*

Chapter 34

LANDCARE*

* *Note that this amendment is temporary and shall remain in effect until the date that is 12 months after the effective date of this order, after which this amendment shall automatically expire, and the ordinance shall revert to the language that was in place immediately prior to this amendment.*

Sec. 34-3. Definitions.

The following words, terms and phrases, when used in this ordinance, shall have the following meaning:

~~**Landcare Management Advisory Committee (LMAC)** means the Landcare Management Advisory Committee as described in this Chapter.~~

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.

Waiver Committee means the ~~Waiver Committee as described in this Chapter~~ Legislative and Nominating Committee of the City Council.

Sec. 34-5 Permitted, prohibited, and exempt applications

(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 ~~phosphorus 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.

Sec. 34-6. Reserved. 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.~~

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~~Sustainability Director, on a form prescribed by the ~~Committee~~Sustainability Director 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; and an affidavit and supporting documentation satisfactory to the Sustainability Director that the applicant has notified abutting landowners of the waiver application. The Sustainability Director shall review the application and submit a recommended decision to the Waiver Committee, which shall make a final decision on the application. 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 by the Sustainability Director 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. The decision of the Waiver Committee shall be final.

~~(f) (e) — 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.~~

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 Sustainability Director ~~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.

The Sustainability Director shall review the annual data and issue 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 the City's 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:

1. The amount of pesticides and fertilizers used on privately or publicly owned land in the City of Portland;
2. The reasoning for such use of pesticides and fertilizers; and
3. The specific pesticides and fertilizers that were used.

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 Sustainability and Transportation Committee, or whatever committee is assigned an oversight role by the City Council, ~~to the IMAC~~ 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.

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.~~

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 their ~~his or her~~ designee may request that the City Council extend this applicability date if ~~he or she~~ they determines more time is necessary to transition to organic management practices for these properties and facilities.

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)

MEMORANDUM
City Council Agenda Item

FROM: Andy Downs
DATE: December 31, 2025
SUBJECT: Order 120-25/26 Amending Order 75-25/26 Approving Amended and Restated Agreement with Portland Music Festival, LLC RE: Back Cove Music and Arts Festival at Payson Park - Sponsored by Councilor Anna Bullett
SPONSOR: Councilor Anna Bullett
(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 1/21/2026

Final
Action 1/21/2026

Can action be taken at a later date: Yes Can be taken at a later date if absolutely necessary. Event Organizers would like to begin communication to the public as soon as possible, but a slight delay will not have a significant impact.

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

PRESENTATION: Staff will be available to answer questions

I. SUMMARY

Revision to the multi-year Back Cove Festival Agreement at Payson Park

II. AGENDA DESCRIPTION

On October 20, 2025, City Council unanimously approved an agreement with Portland Maine Festival, LLC to produce the Back Cove Festival annually for three years, (2026 - 2028), with an option to renew for an additional three years afterward.

Given the timing of the approval and the resulting compressed planning window, festival organizers faced challenges in preparing for a 2026 event despite best efforts. As a result, the organizers have indicated that they will be unable to produce a festival in 2026. This order seeks to revise the initial term of the agreement to cover the years 2027–2029, with an option to renew for an additional three-year period.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

The Back Cove Music and Arts Festival was approved by City Council on December 16, 2024 and took place August 2 & 3, 2025. An extended multi-year agreement was proposed and approved by City Council (8-0) on October 20, 2025.

Due to the length of the approval process, organizers were challenged to produce a festival in a shortened period of time. After significant efforts, organizers are not able to produce a festival in 2026. Their ability to secure appropriate talent, vendors, staging, production, marketing materials, etc was impacted by the delay. Organizers are dedicated to producing the Back Cove Festival in 2027, and are requesting an adjustment to the terms of the agreement. The request is to restate the years of the agreement from 2026-2028 (with option for an additional 3 years) to 2027-2029 (with an option for an additional 3 years. All other aspects of the approved agreement will remain unchanged.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

Council review and vote is required to approve of the revised multi-year agreement.

V. FINANCIAL IMPACT

Financial impact will remain the same for 2027-2029. There will be no revenues or donations received and no expenses incurred in 2026, as there will not be a festival produced.

VI. STAFF ANALYSIS AND BACKGROUND

Organizers have effectively communicated with City Staff all of the challenges faced by the length of the approval process, and the possible impact on producing a festival in 2026. City Staff are appreciative of the efforts made by the organizers, and their communication during this process. City Staff are supportive of the change in dates of the agreement, and are confident that the organizers will be able to produce a quality festival beginning in 2027.

VII. RECOMMENDATION

City Staff recommend approving the revision to the agreement and will be available for any questions.

VIII. LIST ATTACHMENTS

1. Order 76-25-26 (PDF)
2. Portland Music Festival LLC. Agreement 2025.Extended.Term 2026 Amend 1.13.26
3. Order Amending Back Cove Order

Prepared by:

Andy Downs

Date: 12/31/2025

Order 76-25/26 Passage: 8-0 on 10/20/2025 (Councilor Bullett absent)

Effective: 10/30/2025

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 AMENDED AND RESTATED AGREEMENT WITH
PORTLAND MUSIC FESTIVAL, LLC
RE: BACK COVE MUSIC AND ARTS FESTIVAL AT PAYSON PARK**

ORDERED, that the amended and restated agreement with Portland Music Festival, LLC for the Back Cove Music and Arts Festival at Payson Park is hereby approved, substantially in the form attached hereto; and

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

Portland Parks Commission Statement on the Back Cove Music Festival at Edward Payson Park

The Portland Parks Commission has reviewed and reflected on the inaugural Back Cove Music Festival, held this summer in Edward Payson Park. Following a presentation from City officials and organizers, and public and Commissioner testimony, the Commission is offering the following summary and recommendations for the City Council Committee as it considers a proposed three-year agreement to continue hosting the festival.

As a Commission, we want to note an ongoing and important tension raised in our deliberations: the use of public parks as sites for large-scale, privately-operated events. Some Commissioners expressed concern about the appropriateness of granting extended access to a for-profit entity—however responsible—on land that is meant to serve all residents equitably at all times. Others highlighted the unique value such partnerships can bring in terms of investment, visibility, and park improvements that might not otherwise be possible. This is not a tension that is easily resolved, but it is one we believe the City should continue to examine carefully when evaluating both this proposed agreement and future events.

Overall, the Commission acknowledges that the 2024 Back Cove Music Festival was a successful and responsibly executed event, especially considering it was the first of its kind at this scale in Payson Park. The Parks, Recreation, and Facilities Department and City staff were thoughtful and proactive in their work, and they reported that the event organizers were exceptionally collaborative throughout both planning and execution. We were particularly encouraged by the alignment between the festival’s goals and our mission to foster community connection and long-term stewardship of our parks. Highlights included:

- **Sustainable and inclusive transportation planning:** The use of shuttles, a bike valet service (which served nearly 1,000 bikes), and people-powered transit significantly reduced the need for on-site parking. This contributed to the low environmental impact and aligned with Portland’s sustainability goals.
- **Public infrastructure improvements:** The creation of new trails to support access to the festival site—trails that had long been on the Parks Department’s wishlist—enabled over 10,000 trail uses during the weekend and now remain as a long-term community asset.
- **Park reinvestment:** The festival contributed approximately \$100,000 in park funding, which will support ongoing enhancements to Payson Park.
- **Positive public reception:** While there were some noise complaints (in the range of tens), the vast majority of feedback from attendees and community members was positive. As one Commissioner put it, the event was “extraordinarily responsible.”

Nonetheless, several concerns were raised that should inform future agreements and planning for any large-scale event in our parks:

- **Neighborhood communication and impact:** While transportation innovations were generally successful, changes to shuttle routes and drop-off points were made quickly in

response to evolving needs, which led to significant and unanticipated impacts on adjacent neighborhoods. Some residents experienced 12 hours of shuttle traffic without sufficient prior notice. Communication with directly affected neighbors—particularly those on the periphery of Payson Park—must be significantly improved.

- **Increased “buy in” in contract from event organizers:** Deposits for noise and park damages should be raised. Community inclusion processes should be articulated in the contract.
- **Clarity and accessibility of information:** There was inconsistent signage and lack of proactive, multilingual, and multimodal communication regarding event logistics, park access, and street closures. This included the build-out phase before the festival, when local residents were unsure where and if they could access certain sections of the park. Reliance on social media and responsive versus proactive communication channels was not sufficient.
- **Equity and local access:** The festival should ensure that residents living closest to the park—including those in public housing or lower-income neighborhoods—have equitable access to participate in the event, including potential for reserved or discounted tickets.
- **Post-event engagement:** Mechanisms to solicit neighborhood feedback and community input post-event were limited. Future contracts should include clearer expectations for community engagement both before and after events.
- **Transparency in park reinvestment:** While the financial investment in the park is commendable, there is a need for greater transparency and potentially community input into how these funds are allocated.

The Commission believes that the Back Cove Music Festival demonstrates real promise as a long-term community event that creatively activates public space and contributes to Portland’s cultural and economic vitality. We are optimistic about the potential for this event to evolve into a model of inclusive, sustainable, and community-responsive park use. We respectfully recommend that, should the City proceed with a multi-year agreement, the contract explicitly include:

- Enhanced requirements for community notification and engagement;
- Noise and impact deposit provisions;
- Clear transportation and signage protocols;
- Transparent reinvestment planning with public input; and,
- Equity goals and benchmarks for local access.

We thank the City Council Committee for its consideration of these reflections and recommendations.

Respectfully,

Beth Rabbitt, Chair, at-large

Will Elting, Vice Chair, at-large

**AMENDED AND RESTATED AGREEMENT BETWEEN
CITY OF PORTLAND AND PORTLAND MUSIC FESTIVAL, LLC**

THIS AGREEMENT made this day of _____, **2025** (the “Effective Date”), by and between the **CITY OF PORTLAND**, a body politic and corporate situated in the County of Cumberland, State of Maine (hereinafter “**CITY**”) and **PORTLAND MUSIC FESTIVAL, LLC** a Delaware corporation, having a place of business at 32 Front Street, Hartford CT 06103 (hereinafter “**PORTLAND MUSIC FESTIVAL, LLC**”), for the use of Edward Payson Park (“Payson Park”) for the purpose of conducting a festival.

WHEREAS, on December 16, 2024, the Portland City Council approved an Order declaring August 2 and August 3, 2025 the Portland Music and Arts Festival at Payson Park which is attached hereto as **Exhibit A** (hereinafter “Council Order”) the terms of which are incorporated herein by reference;

WHEREAS, PORTLAND MUSIC FESTIVAL, LLC is a joint venture between GoodWorks Entertainment and Shore Sound Entertainment and hereby agrees to assume all of the obligations set forth in the Council Order;

WHEREAS, on or about July 28, 2025, the parties entered into a written agreement (the “Original Agreement”) granting **PORTLAND MUSIC FESTIVAL, LLC** and its officers, agents, and employees access to Payson Park for the purpose of preparing the Premises (as defined below) for the Event (as defined below) only during the period from 6:00 a.m. July 27, 2025 to 11:59 p.m. on August 6, 2025.

WHEREAS, the parties now wish to amend and restate the Original Agreement to grant **PORTLAND MUSIC FESTIVAL, LLC** and its officers, agents, and employees access to Payson

Park for the purpose of preparing the Premises for and operating the Event for another three (3) year term beginning in the year 2026 and ending in the year 2028, with the parties having the option to mutually extend the term for another three (3) years thereafter, beginning in the year 2029 and ending in the year 2031, subject to the terms and conditions herein.

WHEREAS, the parties wish to memorialize the responsibilities of both parties and the terms and conditions by which **PORTLAND MUSIC FESTIVAL, LLC** is authorized to use Payson Park.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. DEFINITIONS

1-A. Definitions. As used in this Agreement, the following terms shall be as defined in this section:

- a. *Beverage Service* shall mean the service of alcoholic beverages.
- b. *City Manager* shall mean the City Manager of the City of Portland and their designee.
- c. *Director* shall mean the Director of the *Public Assembly Facilities Division of the Parks, Recreation and Facilities Department*.
- d. *Event* is intended to refer to an annual “Back Cove Music and Arts Festival” which includes the activities described on the attached **Exhibit B**, which is made a part of this Agreement and is incorporated herein. *Event* shall also mean any additional *Events* approved in writing by the *City Manager*, which approval shall be in the sole discretion of the *City Manager*.
- e. *Premises* includes all of the temporarily fenced-in area of Payson Park where all festival activity, including *Beverage Service*, will occur as depicted on the attached **Exhibit C**.

II. TERM

1. Term. Unless terminated sooner pursuant to the terms herein, this Agreement shall commence upon the Effective Date reflected in the opening paragraph and extend through and

including the third (3rd) anniversary date of the Effective Date (the “Initial Term”). The parties further agree that, upon their mutual written consent, the term of this Agreement may be extended for one (1) additional term of three (3) years, beginning on the third (3rd) anniversary date of the Effective Date and ending on the sixth (6th) anniversary date of the Effective Date (the “Renewal Term”). The access to Payson Park during the Renewal Term shall be upon the same terms and conditions provided for herein for the Initial Term, except that there shall be no additional option to extend the term for another three (3) years, unless the parties otherwise agree to different terms and conditions in writing.

III. USE OF PAYSON PARK

2. **Use of Payson Park.** PORTLAND MUSIC FESTIVAL, LLC and its officers, agents, and employees, will have access to Payson Park during the Initial Term and any Renewal Term for the purpose of preparing the premises for and operating the 2-day Event, along with associated set-up and tear-down dates, as detailed in Exhibit B. The specific dates for the Event during each year of the Initial Term and any Renewal Term shall be mutually agreed upon by the City and Portland Music Festival, LLC no later than ninety (90) days prior to the commencement of the Event in each applicable year.

3. **City Access to Payson Park.** The CITY reserves the right to enter all areas of *Payson Park and Premises* at any time for any reason.

4. **Condition of Payson Park and Premises.** Except as specifically provided below, PORTLAND MUSIC FESTIVAL, LLC agrees to accept Payson Park and the *Premises* in its existing condition at the time of commencement of the term of this Agreement. The CITY shall have no responsibility whatsoever for site preparation, modification, set-up, removal or security of event equipment, except as otherwise provided in this Agreement.

5. **Alteration of Payson Park.** PORTLAND MUSIC FESTIVAL, LLC may not alter Payson Park in any way without the prior approval of the *Director*. PORTLAND MUSIC FESTIVAL, LLC may, however, erect temporary tents, stages, tables, booths, stands, and similar structures on the Premises under the following conditions:

- a. A permit for the structure must first be obtained from the City of Portland Permitting and Inspections Department;
- b. Structures must be anchored by the use of weights/stakes; and
- c. Structures may be placed on the Premises no earlier five (5) days before the Event and must be removed no later than three (3) days after the Event (the “Removal Date”).

6. **Parking.** All attendee and vendor parking shall occur outside of Payson Park unless otherwise approved by CITY staff and shall not unreasonably interfere at any time with access to Payson Park.

7. **Portable Toilets.** PORTLAND MUSIC FESTIVAL, LLC shall be responsible for providing and maintaining a mutually agreed upon number of regular and handicap accessible

portable toilets no less than the number estimated in the Council Order. The location of portable toilets must be approved in advance by **CITY** staff. Any and all costs associated with the delivery, installation, maintenance and removal of the portable toilets shall be the sole responsibility of **PORTLAND MUSIC FESTIVAL, LLC**.

8. **Accessibility.** **PORTLAND MUSIC FESTIVAL, LLC** shall be responsible for ensuring that accessibility is maintained to and within the *Premises* and Payson Park. Tents, stages, tables, booths, stands, chairs and other structures erected must be placed so that they provide adequate wheelchair and sidewalk access and do not interfere with access to the rest of Payson Park consistent with applicable law. The adequacy of walkways and clearances shall be subject to approval by the City of Portland Fire and Police Departments.

- a. **PORTLAND MUSIC FESTIVAL, LLC** shall not render, or allow any of its exhibitors, contractors, agents, invitees or other persons it permits on the Premises or in Payson Park to render any aisle or exit inaccessible. If the **CITY** determines that an aisle or exit is inaccessible, **PORTLAND MUSIC FESTIVAL, LLC** shall immediately remove the cause and return the *Premises* to compliance.
- b. **PORTLAND MUSIC FESTIVAL, LLC** shall not render, or allow any of its exhibitors, contractors, agents, invitees or other persons it permits on the premises to render, the Premises or any part thereof inaccessible to disabled persons. If the **CITY** determines that the Premises or any part thereof is inaccessible to disabled persons, **PORTLAND MUSIC FESTIVAL, LLC** shall immediately remove the cause and return the Premises to compliance. In the event that the interpretive services are requested, it shall be the responsibility of the **PORTLAND MUSIC FESTIVAL, LLC** to provide and pay for such services. **PORTLAND MUSIC FESTIVAL, LLC** shall indemnify, defend (by counsel reasonably acceptable to the **CITY**), and hold harmless the **CITY** from any and all claims, damages, losses, costs, expenses (including, without limitation, reasonable attorney's fee) or liability of any kind whatsoever arising out of this Agreement and related to any claim that any part of the Premises was inaccessible to disabled persons during the Event.

9. **Restoration of Payson Park.** Upon completion of the *Event*, **PORTLAND MUSIC FESTIVAL, LLC** shall remove any and all structures, equipment and material from Payson Park, and restore Payson Park to the condition it was in at the commencement of this Agreement, unless otherwise agreed to by the **CITY**. Any equipment or material left beyond the expiration of this Agreement will become the property of the **CITY** and may be removed and disposed of at the **CITY's** discretion. In such an event, all costs of removal and/or disposal incurred by the **CITY** shall be the responsibility of **PORTLAND MUSIC FESTIVAL, LLC**.

10. **Damage to Payson Park.** **PORTLAND MUSIC FESTIVAL, LLC** agrees to provide the **CITY** with a \$5,000 damage deposit no later than thirty (30) days prior to the Event each year of the Initial Term and any Renewal Term. Deposit shall be used to cover the cost of repairs to Payson Park or any other City property, if necessary. If the cost of repairs exceeds \$5,000, **PORTLAND MUSIC FESTIVAL, LLC** shall be solely financially responsible to cover

the additional costs for restoring, replacing, and/or repairing all aspects of Payson Park that are disturbed or damaged as a result of **PORTLAND MUSIC FESTIVAL, LLC**'s presence or work on Payson Park or the presence or work of its employees, contractors, subcontractors, invitees or volunteers except to the extent that the disturbance or damage was caused by the CITY or any of the CITY's officers, officials, managers, employees or agents. All restoration, repairs, and replacement shall be subject to the following conditions:

- a. The **CITY** shall have sole discretion to determine the nature and extent of any such damage to Payson Park and shall have the sole discretion to determine the scope of the necessary repairs, restoration, or replacement.
- b. Prior to undertaking any repairs, replacement, or restoration under this section, the **CITY** will notify **PORTLAND MUSIC FESTIVAL, LLC**, and provide an estimate of the cost of any such work.
- c. The **CITY** shall perform, or contract for, the repairs, restoration, or replacement, and shall invoice **PORTLAND MUSIC FESTIVAL, LLC** for the full cost, which shall be paid within thirty (30) days of invoicing.
- d. The **CITY**, in its sole discretion and with prior agreement as to the scope, schedule and contractor to do the work, may authorize **PORTLAND MUSIC FESTIVAL, LLC** to complete the necessary work done at **PORTLAND MUSIC FESTIVAL, LLC** sole cost and expense. Such work shall be completed to the CITY's satisfaction.
- e. **PORTLAND MUSIC FESTIVAL, LLC** acknowledges and agrees that its obligation to repair, replace, and restore all aspects of Payson Park under this paragraph shall survive the expiration of this Agreement.

IV. LIMITATION ON EVENT

11. **Dangerous Displays.** **PORTLAND MUSIC FESTIVAL, LLC** shall not authorize, stage or promote any act or performance in which pyrotechnics, explosives or display of open flames are involved or used without separate written **CITY** permission.

12. **Attendance:** No more than 12,500 people shall be allowed entry per day to each year's Event.

13. **Right to Close Events.** The **CITY** reserves the right to close any *Event* to the public, including to ticket holders, at any time to protect public safety, including but not limited to addressing issues of overcrowding in aisles, exits or entrances or turnstile/ticket counts in excess of the total number of tickets authorized prior to the event. Public admission to any *Event* shall be limited so that the number of occupants at the *Premises* shall not exceed the number approved by the Portland Fire Department. **PORTLAND MUSIC FESTIVAL, LLC** shall release, indemnify,

defend (by counsel reasonably acceptable to the **CITY**), and hold harmless the **CITY** from any and all claims, damages, loss, costs, expenses (including, without limitation, reasonable attorney's fees) or liability of any kind whatsoever resulting from such *Event* closures.

14. **Sound and Noise.** **PORTLAND MUSIC FESTIVAL, LLC** will provide a sound mitigation plan detailing their plan to limit the negative impact of sound and noise on the surrounding community, including, but not be limited to, the following:

- a. PA Speakers for an *Event* shall be placed facing north east on the grass triangle and north west on Dyer Flats and be configured by **PORTLAND MUSIC FESTIVAL, LLC**, with the approval of the **CITY**, to focus volume on the immediate environment within the *Premises*.
- b. Any and all public announcement (PA) and other speakers or amplifiers used to amplify music or other sound shall be maintained at a level not to exceed an A-weighted 85 decibels / C-weighted 95 decibels measured from the perimeter of the *Premises*.
- c. **PORTLAND MUSIC FESTIVAL, LLC** shall be responsible for monitoring sound levels throughout the festival.
- d. **PORTLAND MUSIC FESTIVAL, LLC** shall reduce the volume of music or other amplified sound if above stated levels.
- e. **PORTLAND MUSIC FESTIVAL, LLC** agrees to an annual noise deposit in the amount of \$5,000 no later than thirty (30) days prior to the date of the Event each year. CITY will retain the deposit if all of the following occur: the **CITY** receives three or more independent noise complaints; the **CITY** notifies **PORTLAND MUSIC FESTIVAL, LLC** of the noise complaints; and **PORTLAND MUSIC FESTIVAL, LLC** fails to address the noise adequately, as evidenced by additional noise complaints. Nothing in this paragraph shall be construed to interfere with the **CITY's** ability to pursue any additional remedies for noise violations under this Agreement or under its ordinances.

15. **Minimum Service Levels.** **PORTLAND MUSIC FESTIVAL, LLC** shall reimburse the costs of all staffing services provided by the **CITY**. The *City Manager* or their designee, shall determine the levels of services required for the *Event*, and **PORTLAND MUSIC FESTIVAL, LLC** shall be responsible for paying for those services. The *City Manager* reserves the right to increase amounts of staffing at any time if they deem it necessary to protect public safety.

V. VENDOR MANAGEMENT

16. **Vendor Compliance.** **PORTLAND MUSIC FESTIVAL, LLC** shall be responsible for ensuring that all vendors at an event have complied with appropriate license requirements, including food service, sale of alcohol, street goods and concert licenses. **PORTLAND MUSIC FESTIVAL, LLC** shall be responsible for all work performed by its

employees, agents and subcontractors or anyone hired or employed by **PORTLAND MUSIC FESTIVAL, LLC** to perform services or provide supplies related to the *Event*.

17. **Beverage Service.** **PORTLAND MUSIC FESTIVAL, LLC** may provide *Beverage Service* at the *Premises* for the *Event* under the following conditions:

- a. **PORTLAND MUSIC FESTIVAL, LLC** shall be responsible for validating *Event* attendees are of the legal drinking age in the State of Maine, and shall place wristbands on attendees of legal drinking age. Alcoholic beverages will not be provided to attendees who are not of legal drinking age and do not have a wristband.
- b. The sale of alcoholic beverages shall be limited to the time the venue doors open to attendees until one-half hour prior to the end of the performance at the *Event*.
- c. Alcoholic beverages may not be removed from the *Premises*.
- d. During an *Event*, **PORTLAND MUSIC FESTIVAL, LLC** shall contract hired security to secure the perimeter of the *Premises* to prevent attendees from leaving the *Premises* with alcoholic beverages.

18. **Merchandising.** **PORTLAND MUSIC FESTIVAL, LLC** may sell, or contract with a vendor(s) to sell merchandise in conjunction with an *Event*, including “soft goods,” such as t-shirts, sweatshirts, banners, etc., and “hard goods,” such as recorded material, posters, program books, books etc. **PORTLAND MUSIC FESTIVAL, LLC** is required to obtain all necessary permits required to conduct those sales.

19. **Food and Non-Alcoholic Beverages.** **PORTLAND MUSIC FESTIVAL, LLC** may sell, or contract with a vendor(s) to sell food and non-alcoholic beverages in conjunction with an *Event*. **PORTLAND MUSIC FESTIVAL, LLC** are required to obtain all necessary permits to provide that service.

VI. PAYMENTS TO THE CITY

20. **Payments Due to the City.** **PORTLAND MUSIC FESTIVAL, LLC** agrees to make the following payments to the **CITY**:

- a. **PORTLAND MUSIC FESTIVAL, LLC** shall pay to the **CITY** \$1.50 per ticket sold for the annual *Event* in 2026, \$2.00 per ticket sold for the annual *Event* in 2027, and \$2.00 per ticket sold for the annual *Event* for 2028. Payment under this section shall be made to the **CITY** no later than ten (10) days after

the Removal Date each year. **PORTLAND MUSIC FESTIVAL, LLC** shall provide the City's Office of Corporation Counsel all financial records necessary to verify the accuracy of payments made under this provision. In the event those records contain any proprietary information, those records must clearly be marked "Proprietary information/confidential." The CITY agrees not to disclose such information to a third party without **PORTLAND MUSIC FESTIVAL, LLC's** consent, unless it determines that such disclosure is required by law. The CITY shall provide **PORTLAND MUSIC FESTIVAL, LLC** a reasonable opportunity to seek an injunction or other court order, at **PORTLAND MUSIC FESTIVAL, LLC's** expense, to prevent such disclosure. The CITY will not be liable to **PORTLAND MUSIC FESTIVAL, LLC** or any third party for any disclosure of confidential information.

- b. **PORTLAND MUSIC FESTIVAL, LLC** shall make an annual donation for the duration of this agreement, in the amount of One Hundred Thousand Dollars (\$100,000.00) per year to the Portland Parks Conservancy to be allocated towards an improvement project in Portland's Park system, which shall be paid no later than thirty (30) days prior to each annual Event. The CITY agrees to hold this amount in escrow until after the Removal Date each year and hereby agrees to refund such donation to **PORTLAND MUSIC FESTIVAL, LLC** if the CITY terminates this Agreement or the Event is canceled through no fault of **PORTLAND MUSIC FESTIVAL, LLC** after the donation has been made with respect to each annual Event.

21. **Terms of Payment.** Unless otherwise specifically provided in this Agreement, all payments or reimbursements to the CITY pursuant to this Agreement shall be subject to the following terms:

- a. Any amounts owed shall be paid within ten (10) days of invoicing.
- b. **PORTLAND MUSIC FESTIVAL, LLC** agrees to pay interest at the rate of one and one-half percent (1½ %) per month on any payment which is not made within the time limits set forth in this Agreement.

VII. INSURANCE OBLIGATIONS

22. **Automobile and General Liability Insurance.** Prior to the execution of this Agreement, **PORTLAND MUSIC FESTIVAL, LLC** shall procure and maintain occurrence-based Automobile Liability Insurance, Commercial General Liability Insurance, including contractual and products liability, in amounts of not less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury, death and property damage, and Two Million Dollars (\$2,000,000) aggregate.

All vendors and/or subcontractors of **PORTLAND MUSIC FESTIVAL, LLC** shall provide the City with proof of Automobile Liability Insurance and Commercial General Liability Insurance in

an amount of not less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury, death and property damage. In the instance where a vendor or subcontractor does not use an automobile on the premises, Automobile Liability Insurance shall not be required.

23. **Sale of Alcohol and Liquor Liability Insurance.** **PORTLAND MUSIC FESTIVAL, LLC** or its subcontractors, are permitted to sell alcoholic beverages during the event in Payson Park, provided that the following conditions are met. The **CITY** requires that all alcoholic beverages shall be sold, distributed, and/or served by a Qualified Catering Service (28-A M.R.S.A. §1076), licensed by the State of Maine. Said catering service shall submit to both the State of Maine and the City of Portland City Clerk an Application for Catered Function by Qualified Catering Service and shall provide a copy of the approved Application for Catered Function to the **CITY**. **PORTLAND MUSIC FESTIVAL, LLC** and/or any vendor or subcontractor providing alcohol at the *Premises*, shall obtain and provide Liquor Liability Insurance, in an amount of not less than Two Million Dollars (\$2,000,000) per occurrence. A copy of the certificate of insurance shall be provided to the **CITY** prior to any *Event* at which the vendor is serving alcohol.

24. **Workers' Compensation Insurance.** **PORTLAND MUSIC FESTIVAL, LLC** and all of its vendors or subcontractors shall provide evidence of workers' compensation insurance, to the extent required by Maine Law, which shall include an endorsement waiving all rights of subrogation against the City of Portland, its officers or employees.

25. **Terms of Insurance.** All insurance required pursuant to this Agreement shall be subject to the following terms:

- a. All insurance shall be obtained from insurers licensed to do business in the State of Maine and acceptable to the **CITY**, such acceptance not to be unreasonably withheld.
- b. With respect to the Automobile Liability, Commercial General Liability, and Liquor Liability Insurance, the **CITY** shall be named as an additional insured on all required policies, only in those areas where government immunity has been expressly waived by 14 M.R.S. A. § 8104-A, as limited by § 8104-B, and § 8111. This provision shall not be deemed a waiver of any defenses, immunities or limitations of liability or damages available to the **CITY** under the Maine Tort Claims Act, other Maine statutory law, judicial precedent, common law, or any other defenses, immunities or limitations of liability available to the **CITY**. All insurance shall be primary to any insurance the **CITY** may have.
- c. All certificates of insurance shall provide that they may not be canceled without thirty (30) days prior written notice to the **CITY**.
- d. **PORTLAND MUSIC FESTIVAL, LLC** and all of the vendors and subcontractors shall furnish the **CITY** and thereafter maintain certificates of coverage, prior to the execution of this agreement. They shall also provide the

CITY with a copy of any endorsement naming the **CITY** as additional insured. Upon the **CITY**'s request, **PORTLAND MUSIC FESTIVAL, LLC** shall provide the **CITY** with a complete copy of any and all policies required by this agreement. **CITY**'S acceptance or lack of acceptance of any Certificate of Insurance or other evidence of insurance shall not be construed as a waiver of any obligation to obtain and maintain such insurance as required by this agreement. **CITY** shall immediately refuse any work in Payson Park and cancel any *Event* if the required certificates are not furnished within the required time.

- e. All insurance required by this agreement shall contain a waiver of subrogation rights against **CITY**.
- f. **PORTLAND MUSIC FESTIVAL, LLC** and all of their vendors or subcontractors shall be responsible for any and all deductibles and/or self-insured retentions which are not to exceed \$10,000 without the prior written approval of **CITY**'s Corporation Counsel.
- g. The minimum limits may be satisfied through use of primary and excess/umbrella policies, provided that the excess/umbrella policies will not be more restrictive than the primary policies. If **PORTLAND MUSIC FESTIVAL, LLC** and all of their vendors or subcontractors maintain broader coverage and/or higher limits than the minimum required by this agreement, the **CITY** requires and shall be entitled to the broader coverage and/or higher limits.
- h. Nothing herein shall be deemed a waiver of any defenses, immunities or limitations of liability or damages available to the **CITY** under the Maine Tort Claims Act, other Maine statutory law, judicial precedent, common law, or any other defenses, immunities or limitations of liability available to the **CITY**.
- i. **PORTLAND MUSIC FESTIVAL, LLC** and the **CITY** understand and agree that the minimum limits of the insurance herein required may become inadequate during the Initial Term or Renewal Term of this Agreement. **PORTLAND MUSIC FESTIVAL, LLC** agrees that it will increase such minimum limits by reasonable amounts upon receipt of notice in writing from the **CITY**. Such notices to change shall, in general, be issued no more often than every two (2) years. The **CITY** may take note of damage awards being granted by the Courts, however, and direct a reasonable increase in the minimum limits of the insurance requirements at any time during the term hereof. In no case shall such limits be less than the amount set forth under the Maine Tort Claims Act, as may be amended.

VIII. INDEMNIFICATION AND RELEASE

26. **Indemnification.** To the fullest extent permitted by law, **PORTLAND MUSIC FESTIVAL, LLC** shall, at its own expense, defend (by counsel reasonably acceptable to the

CITY), indemnify, and hold harmless the **CITY**, its officers, agents, and employees, at all times from any claims, liability, losses, costs, expenses (including, without limitation, reasonable attorney's fees) fines, damages or judgments, just or unjust, that arise out of or result from the activities hereunder (collectively, "Claims"), said Claims to include, without limitation, claims for personal injury, death, or property damage, including, without limitation, injury or damage to City employees or property, and including claims based upon violation of any law, including environmental law or regulation governing hazardous substances, that arise out of or are caused in whole or in part, by any act or omission of **PORTLAND MUSIC FESTIVAL, LLC**, its guests, agents, officers, employees, partners or contractors or anyone for whose act it may be liable. **PORTLAND MUSIC FESTIVAL, LLC'S** obligations under this paragraph shall survive the termination of this Agreement.

27. **Release.** **PORTLAND MUSIC FESTIVAL, LLC** hereby releases the **CITY** and its officers, agents and personnel (collectively, the "Releasees") from any and all claims, liabilities, damages, losses, costs, fees and expenses arising out of or resulting, directly or indirectly, from **PORTLAND MUSIC FESTIVAL, LLC'S** use of Payson Park, including, without limitation, injuries, losses and damages for bodily injury (including disability or death) and property damage, regardless of cause, including any and all claims, damages and liabilities that arise out of or result from any actions or omissions, including negligence, on the part of any of the Releasees. **PORTLAND MUSIC FESTIVAL, LLC** promises not to sue any of the Releasees with respect to any such claims or liabilities. This waiver and release is intended to be as broad as the law allows and shall survive termination of this Agreement.

IX. TERMINATION

28. **Termination by the City.** The City may terminate this Agreement, without prior notice to **PORTLAND MUSIC FESTIVAL, LLC**, under any of the following conditions:

- a. A good faith determination by the City that **PORTLAND MUSIC FESTIVAL, LLC** has failed to comply with any of the terms or conditions of this Agreement, after providing **PORTLAND MUSIC FESTIVAL, LLC** with written notice and a reasonable opportunity to cure such failure.
- b. Failure of **PORTLAND MUSIC FESTIVAL, LLC** to respond appropriately to excessive and substantiated noise complaints about the *Event* as provided in this Agreement or otherwise, which complaints reflect significant public inconvenience or other breaches of the peace, as determined by the City Manager, after providing **PORTLAND MUSIC FESTIVAL, LLC** with written notice and a reasonable opportunity to remedy such complaints.
- c. Upon determination by the City that **PORTLAND MUSIC FESTIVAL, LLC** has made material misrepresentations to the **CITY** in connection with its use or occupancy of any of Payson Park.

- d. The CITY determines, in its discretion, that it is prevented from furnishing use of the Premises, or any portion thereof, to **PORTLAND MUSIC FESTIVAL, LLC** on the dates scheduled due to structural failure, flooding, fire damage or other physical damage to the Premises.
- e. The CITY determines, in its discretion, that it is prevented from furnishing use of the Premises, or any portion thereof, to **PORTLAND MUSIC FESTIVAL, LLC** on the dates scheduled due to (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national, regional or local emergency, including a local emergency declared by the Portland City Council; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) epidemic, pandemic or similar influenza or bacterial infection; (j) shortage of adequate medical supplies and equipment; (k) shortage of power or transportation facilities; and (l) other events beyond the reasonable control of the CITY.

In the event that the CITY terminates the Agreement for any of the reasons set forth above or any other reason, **PORTLAND MUSIC FESTIVAL, LLC**'s only legal or equitable claim shall be for a refund of the deposits paid, including the donation to the Portland Parks Conservancy described in Section IV (20) (b) herein. In the event the CITY terminates this Agreement for the reasons set forth in Paragraphs 28(a), (b) and (c), the CITY may, in its discretion, deduct from the deposits the direct costs incurred by the CITY in connection with this Agreement prior to the date of termination. IN NO EVENT WILL CITY BE LIABLE TO **PORTLAND MUSIC FESTIVAL, LLC** OR ANY THIRD PARTY FOR ANY DAMAGES EXCEEDING THE AMOUNT OF THE DEPOSIT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFIT AND INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT.

29. **Termination by PORTLAND MUSIC FESTIVAL, LLC.** In the event **PORTLAND MUSIC FESTIVAL, LLC** terminates this Agreement, the CITY shall retain or collect from **PORTLAND MUSIC FESTIVAL, LLC** twenty-five percent (25%) of the fees described in Section IV of this Agreement in addition to any actual costs directly incurred by CITY in preparation for the next *Event* following the date of any such termination

30. **Waiver.** No waiver of any breach of any one or more of the conditions of this Agreement by the CITY shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.

X. ADDITIONAL TERMS

31. **Community Outreach.** **PORTLAND MUSIC FESTIVAL, LLC** shall conduct annual community outreach through neighborhood meetings. The meetings will be hosted at Payson Park, another location approved by the City, or by video conferencing. The neighborhood meetings shall be conducted at a time and in a manner that is accessible to community members within the neighborhoods surrounding Payson Park. **PORTLAND MUSIC FESTIVAL, LLC** shall hold at least two neighborhood meetings per each annual Event. One meeting shall be held no less than sixty (60) days prior to the Event each year to prepare for the upcoming event and one meeting shall be held no more than ninety (90) days after the last day of the Event to discuss how the Event can be improved the following year. No less than thirty (30) days prior to each neighborhood meeting, **PORTLAND MUSIC FESTIVAL, LLC** shall create a written notice with a brief description of the Event and information about how to provide neighborhood input including the date, time and place of the next neighborhood meeting and alternative ways to ask questions or provide comment. **PORTLAND MUSIC FESTIVAL, LLC** shall provide a digital copy of the notice to the CITY to post on its website and in other public locations in the CITY and distribute to residents by other means deemed appropriate by the CITY. **PORTLAND MUSIC FESTIVAL, LLC** shall keep and provide a record of approximate number of participants and feedback generated during the neighborhood meeting (s) and provide those records to the CITY immediately following each meeting. All costs associated with neighborhood outreach shall be the sole responsibility of **PORTLAND MUSIC FESTIVAL, LLC**.

32. **Other Financial Obligations.** **PORTLAND MUSIC FESTIVAL, LLC** shall be solely responsible for any other financial obligations incurred as a result of the use of Payson Park for any *Event* or otherwise in connection with this Agreement. These obligations shall specifically include:

- a. **PORTLAND MUSIC FESTIVAL, LLC** shall be responsible for payment of any State or Federal taxes, or any other governmental assessment which may be required in connection with an *Event* or other use of Payson Park.
- b. **PORTLAND MUSIC FESTIVAL, LLC** shall be solely responsible for the payment of any royalties or charges which are due or may become due on material used for or during an *Event*. **PORTLAND MUSIC FESTIVAL, LLC** warrants to the CITY that such royalties or charges have been paid or will be paid promptly in accordance with law. **PORTLAND MUSIC FESTIVAL, LLC** further agrees to hold the CITY harmless and indemnify it for all its costs or losses, just or unjust, including attorney's fees in defense of claims, relating to payment of any royalty, charge or fee for the use of material by **PORTLAND MUSIC FESTIVAL, LLC** during an *Event*.

33. **Compliance with Law.** **PORTLAND MUSIC FESTIVAL, LLC** agrees to comply with all applicable laws and regulations in its operations hereunder, including but not limited to all applicable federal, state and local environmental law and regulations and laws and regulations governing hazardous substances, with respect to all its activities on Payson Park, and to conduct all its activities on Payson Park in a safe, responsible, reasonable and business-like manner. **PORTLAND MUSIC FESTIVAL, LLC** shall be responsible for payment of any fines

or monies owed as result of any failure to comply with any such laws, rules and/or regulations. **PORTLAND MUSIC FESTIVAL, LLC** further specifically agrees:

- a. To consult with the City's Fire Chief prior to any operations under this Agreement to determine fire safety requirements.
- b. That no person shall be denied admission to any *Event* on the basis of race, color, creed, national origin, sex, disability, sexual orientation, or any other class characteristic protected by law.

34. **No Representations.** **PORTLAND MUSIC FESTIVAL, LLC** agrees that no representations, statements, or warranties, express or implied, have been made by or on behalf of **CITY** in respect thereto, except as contained in the provisions of this Agreement. The **CITY** shall in no event be liable for any latent defects of the **Premises**, unless the **CITY** has actual knowledge of the defect and has failed to disclose such information to **PORTLAND MUSIC FESTIVAL, LLC**.

35. **Assignment.** **PORTLAND MUSIC FESTIVAL, LLC** may not assign, pledge, sublet or otherwise transfer any interest or right granted by this Agreement without the prior written consent of the *City Council*; provided, however, that **PORTLAND MUSIC FESTIVAL, LLC** may engage subcontractors or hire individuals to perform services or provide supplies related to an *Event* consistent with the terms of this Agreement.

36. **Attorney's Fees.** **PORTLAND MUSIC FESTIVAL, LLC** shall pay all reasonable attorney's fees and costs on behalf of **CITY** if: (i) **CITY** should institute litigation against it for breach of any term or condition of this Agreement, if the **CITY** is the prevailing party in litigation; (ii) **CITY** should institute litigation against **PORTLAND MUSIC FESTIVAL, LLC** for an unlawful detainer of Payson Park, if the **CITY** is the prevailing party in litigation; (iii) **CITY** is made a party to litigation against **PORTLAND MUSIC FESTIVAL, LLC**, instituted by a third party related to use of Payson Park under this Agreement; or (iv) if the **CITY** is required to defend itself against any action or defense prosecuted by **PORTLAND MUSIC FESTIVAL, LLC** or any third party arising out of **PORTLAND MUSIC FESTIVAL, LLC's** use or occupancy of Payson Park that does not result in a final judgment in favor of **PORTLAND MUSIC FESTIVAL, LLC**. Fees and costs of defense incurred by the **CITY** shall be reimbursed within thirty (30) days of invoice whether the litigation is prosecuted to judgment or not. Amounts advanced by **CITY**, not reimbursed within said thirty (30) days, shall bear interest at a rate of one and one-half percent (1 1/2 %) per month.

37. **Additional Permit Required.** **PORTLAND MUSIC FESTIVAL, LLC** understands that the terms and conditions set forth in the Council Order and this Agreement are not exhaustive and the **CITY** reserves the right to include additional terms and conditions in the festival permit issued by the **CITY's** Parks, Recreation and Facilities Department.

38. **Complete Agreement.** This Agreement and its Exhibits constitute the entire and integrated agreement and supersede all the terms and conditions of any prior agreement, negotiations, or representations, written or oral, between the parties, including but not limited to

the Original Agreement. This Agreement may not be further modified, except in writing, signed by the parties.

39. **Rights Acquired.** No rights will be acquired under this Agreement until the required certificates of insurance have been provided to the CITY.

40. **No property rights.** No provision hereof shall be construed as conveying an easement or other estate in land.

41. **Amendment.** This Agreement may be amended only in writing executed by the parties.

42. **No Waiver.** No waiver of any breach of any one or more of the conditions of this Agreement by the CITY shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.

43. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement. A signature in a pdf or electronic document shall be considered the equivalent of an original signature.

44. **Authority.** **PORTLAND MUSIC FESTIVAL, LLC** warrants and represents that it has the full right and authority to enter into this Agreement, that there is no impediment that would inhibit its ability to perform their respective obligations under this Agreement, and that the person signing this Agreement on behalf of **PORTLAND MUSIC FESTIVAL, LLC** has the authority to do so.

45. **Further Assurances.** Each party hereby agrees to cooperate with the other party's efforts to take such further actions as may be reasonably requested by the other party to carry out the provisions and purposes of this Agreement and to implement the operation of the Event and the other transactions contemplated herein, including without limitation, to execute, acknowledge, and deliver any affidavits, certificates, assurances, consents, or other instruments as may be necessary to fulfill the intent of this Agreement.

46. **Governing Law and Jurisdiction.** This Agreement shall be construed in all respects in accordance with, and governed by, the laws of the State of Maine. All parties and guarantors hereto hereby consent to the exclusive jurisdiction of the Superior Court for the County of Cumberland in the State of Maine, for all actions, proceedings, and litigation arising from or relating directly or indirectly to this Agreement or any of the obligations hereunder, and any dispute not otherwise resolved as provided herein shall be litigated solely in said Court.

[SIGNATURE PAGE ATTACHED HERETO.]

IN WITNESS WHEREOF, the **CITY OF PORTLAND** has caused this Agreement to be signed by Danielle P. West, City Manager, and by Tyler Grill, Manager of **PORTLAND MUSIC FESTIVAL, LLC, LLC**, thereunto duly authorized the day and year first above written.

CITY OF PORTLAND

Date: _____

By: Danielle P. West
Its: City Manager

Approved as to form: _____

Corporation Counsel's Office

PORTLAND MUSIC FESTIVAL, LLC

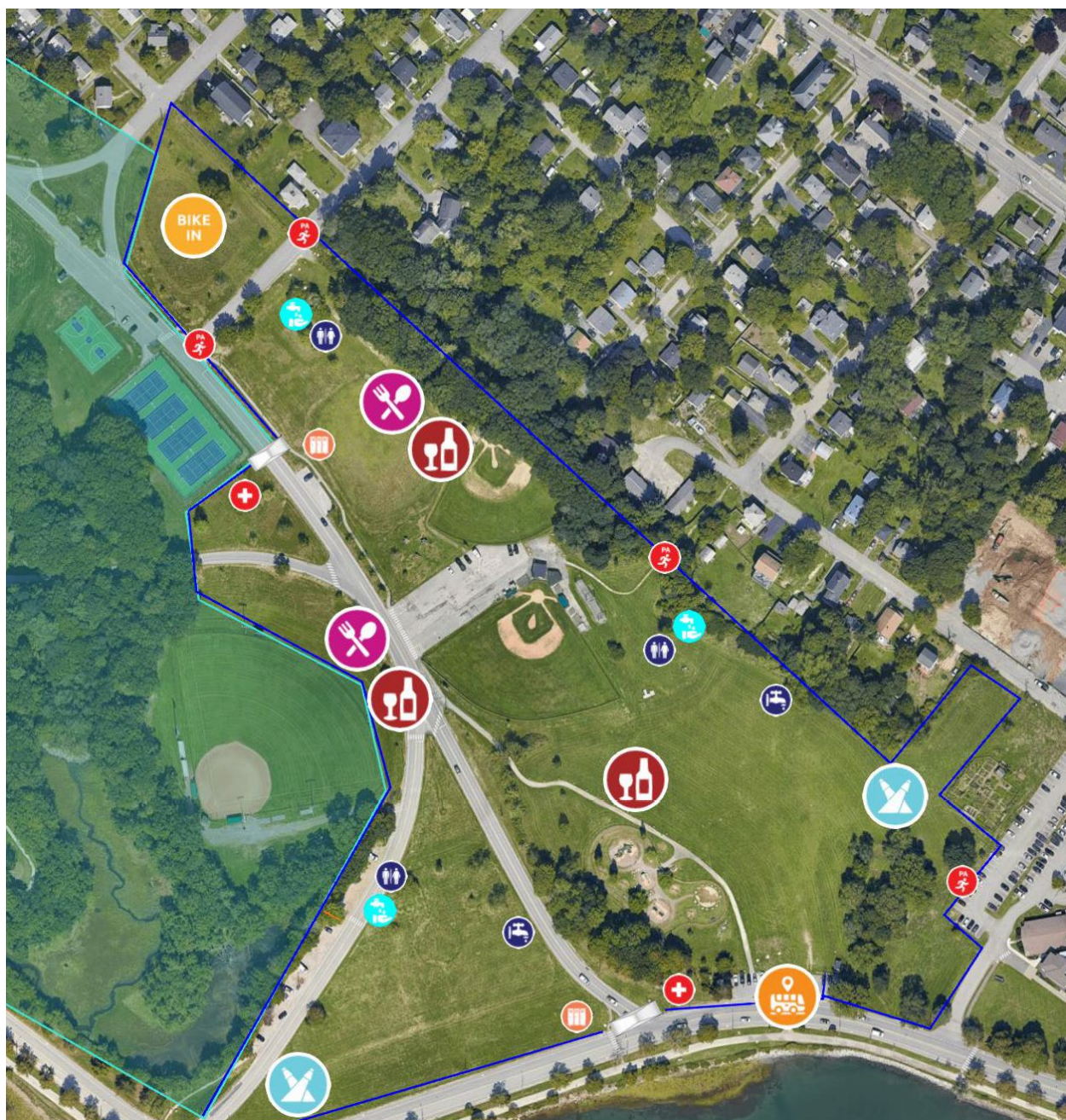
Date: _____

By: Tyler Grill
Its: Manager, duly authorized

EXHIBIT B**APPROVED EVENTS SCHEDULE for 2026-2028**

DATE	DAY	Schedule
6 days prior to event	Sunday	Layout site
5 days prior to event	Monday	Field protection in place
4 days prior to event	Tuesday	Start of tenting/decor
3 days prior to event	Wednesday	Fencing begins
2 days prior to event	Thursday	Sound, lights, stages
1 day prior to event	Friday	Final Prep
Day 1 of Event	Saturday	Day 1
Day 2 of Event	Sunday	Day 2
1 day following event	Monday	Breakdown begins
2 days following event	Tuesday	Breakdown concludes
3 days following event	Wednesday	Last of the porta potties and all remaining assets removed

EXHIBIT C



GUARANTY OF GOODWORKS PORTLAND FEST LLC

For valuable consideration, the receipt of which is hereby acknowledged, and in consideration of an Agreement between the CITY OF PORTLAND (hereinafter "City"), a Maine corporate body politic and PORTLAND MUSIC FESTIVAL, LLC (the "CONTRACTOR") for the CONTRACTOR to rent and produce a music festival on certain Property owned by the City of near and even date (the "Agreement"), the Undersigned, one of the equity owners of the Contractor and a wholly owned subsidiary of GoodWorks Entertainment Group, LLC, unconditionally guarantees to the City, its successors and assigns, full and prompt payment when due of all such payments due under the Agreement and any and all other liabilities of CONTRACTOR to the CITY arising under the Agreement, and all renewals, extensions or modifications thereof of substitutions therefor (collectively, the "Obligations") together with all costs and expenses of collection thereof and of enforcement of this Guaranty, including reasonable attorney's fees.

Notice of acceptance of this Guaranty and of any action taken by the CITY from time to time under this Guaranty or the Obligations is hereby waived, and this Guaranty shall operate as a continuing and absolute Guaranty covering all Obligations.

Upon any default by CONTRACTOR under the Agreement, the liability of the Undersigned shall be effective immediately, without demand, presentment, protest or notice of any kind, all of which are hereby waived, without any action, proceeding or suit, whether against CONTRACTOR, any security for the Obligations, or any other party liable for the Obligations, without exhausting any other remedies, and without further steps to be taken or further conditions to be performed by the CITY. Failure of the CITY to make any demand or otherwise to proceed against the Undersigned or any other person liable on the Obligations in respect to any default by CONTRACTOR shall not constitute a waiver of the CITY's right to proceed in respect to any or all other defaults by CONTRACTOR.

The Undersigned hereby waives any right of exoneration by the CONTRACTOR, or to contribute from any co-surety or security for any of the Obligations, defers any right of subrogation until all obligations of the CONTRACTOR to the CITY, whether or not guaranteed by the Undersigned, are paid in full, and defers any right to reimbursement from the CONTRACTOR, until all Obligations of the CONTRACTOR are paid in full.

This Guaranty shall be binding upon successors and assigns of the Undersigned; and the dissolution of the Undersigned shall not relieve its successors and assigns, from any liability or obligation accruing prior to such succession or assignment, nor accruing prior to the expiration of five (5) days after receipt by the City of notice of such death, succession or assignment, and shall not relieve or discharge the Undersigned from his or her liability hereunder. The Undersigned hereby submits to the jurisdiction of the courts of the United States of America, Cumberland County, and State of Maine in connection with any suits or proceedings arising hereunder. The undersigned hereby knowingly, voluntarily and intentionally waives any right to a jury trial, whether arising under the Maine Constitution, United States Constitution or any State or Federal statute, regulations, common law or rule of civil procedure with respect to any action

or claim arising under or relating to this Guaranty or the dealings or the relationship between any parties hereto.

Concurrently upon the payment, performance, and satisfaction in full of the Obligations and any commitments of the CITY to the CONTRACTOR with respect to the Obligations, this Guaranty shall automatically terminate, and the CITY shall duly execute all agreements, terminations, consents, and releases reasonably requested by Guarantor evidencing (i) the satisfaction of the Obligations and (ii) the CITY's release of Guarantor from this Guaranty.

This instrument and all rights and remedies of the parties shall be construed and interpreted under the laws of the State of Maine.

IN WITNESS WHEREOF, the Undersigned has duly executed this Guaranty this _____ day of September, 2025.

**GOODWORKS ENTERTAINMENT
PORTLAND FEST LLC**

Witness

By: Tyler Grill
Its: Manager, duly authorized

GUARANTY OF SHORE SOUND ENTERTAINMENT LLC

For valuable consideration, the receipt of which is hereby acknowledged, and in consideration of an Agreement between the CITY OF PORTLAND (hereinafter "City"), a Maine corporate body politic and PORTLAND MUSIC FESTIVAL, LLC (the "CONTRACTOR") for the CONTRACTOR to rent and produce a music festival on certain Property owned by the City of near and even date (the "Agreement"), the Undersigned, one of the equity owners of the Contractor, unconditionally guarantees to the City, its successors and assigns, full and prompt payment when due of all such payments due under the Agreement and any and all other liabilities of CONTRACTOR to the CITY arising under the Agreement, and all renewals, extensions or modifications thereof of substitutions therefor (collectively, the "Obligations") together with all costs and expenses of collection thereof and of enforcement of this Guaranty, including reasonable attorney's fees.

Notice of acceptance of this Guaranty and of any action taken by the CITY from time to time under this Guaranty or the Obligations is hereby waived, and this Guaranty shall operate as a continuing and absolute Guaranty covering all Obligations.

Upon any default by CONTRACTOR under the Agreement, the liability of the Undersigned shall be effective immediately, without demand, presentment, protest or notice of any kind, all of which are hereby waived, without any action, proceeding or suit, whether against CONTRACTOR, any security for the Obligations, or any other party liable for the Obligations, without exhausting any other remedies, and without further steps to be taken or further conditions to be performed by the CITY. Failure of the CITY to make any demand or otherwise to proceed against the Undersigned or any other person liable on the Obligations in respect to any default by CONTRACTOR shall not constitute a waiver of the CITY's right to proceed in respect to any or all other defaults by CONTRACTOR.

The Undersigned hereby waives any right of exoneration by the CONTRACTOR, or to contribute from any co-surety or security for any of the Obligations, defers any right of subrogation until all obligations of the CONTRACTOR to the CITY, whether or not guaranteed by the Undersigned, are paid in full, and defers any right to reimbursement from the CONTRACTOR, until all Obligations of the CONTRACTOR are paid in full.

This Guaranty shall be binding upon successors and assigns of the Undersigned; and the dissolution of the Undersigned shall not relieve its successors and assigns, from any liability or obligation accruing prior to such succession or assignment, nor accruing prior to the expiration of five (5) days after receipt by PDC of notice of such death, succession or assignment, and shall not relieve or discharge the Undersigned from his or her liability hereunder. The Undersigned hereby submits to the jurisdiction of the courts of the United States of America and Cumberland County, State of Maine in connection with any suits or proceedings arising hereunder. The undersigned hereby knowingly, voluntarily and intentionally waives any right to a jury trial, whether arising under the Maine Constitution, United States Constitution or any State or Federal statute, regulations, common law or rule of civil procedure with respect to any action or claim

arising under or relating to this Guaranty or the dealings or the relationship between any parties hereto.

Concurrently upon the payment, performance, and satisfaction in full of the Obligations and any commitments of the CITY to the CONTRACTOR with respect to the Obligations, this Guaranty shall automatically terminate, and the CITY shall duly execute all agreements, terminations, consents, and releases reasonably requested by Guarantor evidencing (i) the satisfaction of the Obligations and (ii) the CITY's release of Guarantor from this Guaranty.

This instrument and all rights and remedies of the parties shall be construed and interpreted under the laws of the State of Maine.

IN WITNESS WHEREOF, the Undersigned has duly executed this Guaranty this _____ day of September, 2025.

SHORE SOUND ENTERTAINMENT LLC

Witness

By: Jordan Wolowitz
Its: Manager, duly authorized

**AMENDED AND RESTATED AGREEMENT BETWEEN
CITY OF PORTLAND AND PORTLAND MUSIC FESTIVAL, LLC**

THIS AGREEMENT made this day of _____, 202~~6~~⁵ (the “Effective Date”), by and between the **CITY OF PORTLAND**, a body politic and corporate situated in the County of Cumberland, State of Maine (hereinafter “**CITY**”) and **PORTLAND MUSIC FESTIVAL, LLC** a Delaware corporation, having a place of business at 32 Front Street, Hartford CT 06103 (hereinafter “**PORTLAND MUSIC FESTIVAL, LLC**”), for the use of Edward Payson Park (“Payson Park”) for the purpose of conducting a festival.

WHEREAS, on December 16, 2024, the Portland City Council approved an Order declaring August 2 and August 3, 2025 the Portland Music and Arts Festival at Payson Park which is attached hereto as **Exhibit A** (hereinafter “Council Order”) the terms of which are incorporated herein by reference;

WHEREAS, PORTLAND MUSIC FESTIVAL, LLC is a joint venture between GoodWorks Entertainment and Shore Sound Entertainment and hereby agrees to assume all of the obligations set forth in the Council Order;

WHEREAS, on or about July 28, 2025, the parties entered into a written agreement (the “Original Agreement”) granting **PORTLAND MUSIC FESTIVAL, LLC** and its officers, agents, and employees access to Payson Park for the purpose of preparing the Premises (as defined below) for the Event (as defined below) only during the period from 6:00 a.m. July 27, 2025 to 11:59 p.m. on August 6, 2025.

WHEREAS, the parties now wish to amend and restate the Original Agreement to grant **PORTLAND MUSIC FESTIVAL, LLC** and its officers, agents, and employees access to Payson

Park for the purpose of preparing the Premises for and operating the Event for another three (3) year-~~terms~~ beginning in the year 202~~7~~⁶ and ending in the year 202~~9~~⁸, with the parties having the option to mutually extend the term for another three (3) years thereafter, beginning in the year 203~~0~~²~~9~~ and ending in the year 203~~2~~¹, subject to the terms and conditions herein.

WHEREAS, the parties wish to memorialize the responsibilities of both parties and the terms and conditions by which **PORTLAND MUSIC FESTIVAL, LLC** is authorized to use Payson Park.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. DEFINITIONS

1-A. Definitions. As used in this Agreement, the following terms shall be as defined in this section:

- a. *Beverage Service* shall mean the service of alcoholic beverages.
- b. *City Manager* shall mean the City Manager of the City of Portland and their designee.
- c. *Director* shall mean the Director of the *Public Assembly Facilities Division of the Parks, Recreation and Facilities Department*.
- d. *Event* is intended to refer to an annual “Back Cove Music and Arts Festival” which will be held annually beginning in 2027 and includes the activities described on the attached **Exhibit B**, which is made a part of this Agreement and is incorporated herein. *Event* shall also mean any additional *Events* approved in writing by the *City Manager*, which approval shall be in the sole discretion of the *City Manager*.
- e. *Premises* includes all of the temporarily fenced-in area of Payson Park where all festival activity, including *Beverage Service*, will occur as depicted on the attached **Exhibit C**.

II. TERM

1. Term. Unless terminated sooner pursuant to the terms herein, this Agreement shall commence upon the Effective Date reflected in the opening paragraph and extend through and including the third (~~4th~~^{3rd}) anniversary date of the Effective Date (the “Initial Term”). The parties further agree that, upon their mutual written consent, the term of this Agreement may be extended for one (1) additional term of three (3) years, beginning on the third (~~3rd~~^{4th}) anniversary date of the Effective Date and ending on the sixth (~~7th~~^{6th}) anniversary date of the Effective Date (the “Renewal Term”). The access to Payson Park during the Renewal Term shall be upon the same terms and conditions provided for herein for the Initial Term, except that there shall be no additional option to extend the term for another three (3) years, unless the parties otherwise agree to different terms and conditions in writing.

III. USE OF PAYSON PARK

2. **Use of Payson Park.** PORTLAND MUSIC FESTIVAL, LLC and its officers, agents, and employees, will have access to Payson Park during the Initial Term and any Renewal Term for the purpose of preparing the premises for and operating the 2-day annual Event, beginning in 2027, along with associated set-up and tear-down dates, as detailed in Exhibit B. The specific dates for ~~the each~~ Event ~~during each year of the Initial Term and any Renewal Term~~ shall be mutually agreed upon by the City and Portland Music Festival, LLC no later than ninety (90) days prior to the commencement of the Event in each applicable year.

3. **City Access to Payson Park.** The CITY reserves the right to enter all areas of *Payson Park and Premises* at any time for any reason.

4. **Condition of Payson Park and Premises.** Except as specifically provided below, PORTLAND MUSIC FESTIVAL, LLC agrees to accept Payson Park and the *Premises* in its existing condition at the time of commencement of the term of this Agreement. The CITY shall have no responsibility whatsoever for site preparation, modification, set-up, removal or security of event equipment, except as otherwise provided in this Agreement.

5. **Alteration of Payson Park.** PORTLAND MUSIC FESTIVAL, LLC may not alter Payson Park in any way without the prior approval of the *Director*. PORTLAND MUSIC FESTIVAL, LLC may, however, erect temporary tents, stages, tables, booths, stands, and similar structures on the Premises under the following conditions:

- a. A permit for the structure must first be obtained from the City of Portland Permitting and Inspections Department;
- b. Structures must be anchored by the use of weights/stakes; and
- c. Structures may be placed on the Premises no earlier five (5) days before the Event and must be removed no later than three (3) days after the Event (the “Removal Date”).

6. **Parking.** All attendee and vendor parking shall occur outside of Payson Park unless otherwise approved by CITY staff and shall not unreasonably interfere at any time with access to Payson Park.

7. **Portable Toilets.** PORTLAND MUSIC FESTIVAL, LLC shall be responsible for providing and maintaining a mutually agreed upon number of regular and handicap accessible portable toilets no less than the number estimated in the Council Order. The location of portable toilets must be approved in advance by CITY staff. Any and all costs associated with the delivery, installation, maintenance and removal of the portable toilets shall be the sole responsibility of PORTLAND MUSIC FESTIVAL, LLC.

8. **Accessibility.** PORTLAND MUSIC FESTIVAL, LLC shall be responsible for ensuring that accessibility is maintained to and within the *Premises and* Payson Park. Tents, stages, tables, booths, stands, chairs and other structures erected must be placed so that they provide adequate wheelchair and sidewalk access and do not interfere with access to the rest of Payson Park consistent with applicable law. The adequacy of walkways and clearances shall be subject to approval by the City of Portland Fire and Police Departments.

- a. PORTLAND MUSIC FESTIVAL, LLC shall not render, or allow any of its exhibitors, contractors, agents, invitees or other persons it permits on the Premises or in Payson Park to render any aisle or exit inaccessible. If the CITY determines that an aisle or exit is inaccessible, PORTLAND MUSIC FESTIVAL, LLC shall immediately remove the cause and return the *Premises* to compliance.
- b. PORTLAND MUSIC FESTIVAL, LLC shall not render, or allow any of its exhibitors, contractors, agents, invitees or other persons it permits on the premises to render, the Premises or any part thereof inaccessible to disabled persons. If the CITY determines that the Premises or any part thereof is inaccessible to disabled persons, PORTLAND MUSIC FESTIVAL, LLC shall immediately remove the cause and return the Premises to compliance. In the event that the interpretive services are requested, it shall be the responsibility of the PORTLAND MUSIC FESTIVAL, LLC to provide and pay for such services. PORTLAND MUSIC FESTIVAL, LLC shall indemnify, defend (by counsel reasonably acceptable to the CITY), and hold harmless the CITY from any and all claims, damages, losses, costs, expenses (including, without limitation, reasonable attorney's fee) or liability of any kind whatsoever arising out of this Agreement and related to any claim that any part of the Premises was inaccessible to disabled persons during the Event.

9. **Restoration of Payson Park.** Upon completion of the *Event*, PORTLAND MUSIC FESTIVAL, LLC shall remove any and all structures, equipment and material from Payson Park, and restore Payson Park to the condition it was in at the commencement of this Agreement, unless otherwise agreed to by the CITY. Any equipment or material left beyond the expiration of this Agreement will become the property of the CITY and may be removed and disposed of at the CITY's discretion. In such an event, all costs of removal and/or disposal incurred by the CITY shall be the responsibility of PORTLAND MUSIC FESTIVAL, LLC.

10. **Damage to Payson Park.** **PORTLAND MUSIC FESTIVAL, LLC** agrees to provide the CITY with a \$5,000 damage deposit no later than thirty (30) days prior to ~~the each~~ Event ~~each year of the Initial Term and any Renewal Term~~. Deposit shall be used to cover the cost of repairs to Payson Park or any other City property, if necessary. If the cost of repairs exceeds \$5,000, **PORTLAND MUSIC FESTIVAL, LLC** shall be solely financially responsible to cover the additional costs for restoring, replacing, and/or repairing all aspects of Payson Park that are disturbed or damaged as a result of **PORTLAND MUSIC FESTIVAL, LLC**'s presence or work on Payson Park or the presence or work of its employees, contractors, subcontractors, invitees or volunteers except to the extent that the disturbance or damage was caused by the CITY or any of the CITY's officers, officials, managers, employees or agents. All restoration, repairs, and replacement shall be subject to the following conditions:

- a. The **CITY** shall have sole discretion to determine the nature and extent of any such damage to Payson Park and shall have the sole discretion to determine the scope of the necessary repairs, restoration, or replacement.
- b. Prior to undertaking any repairs, replacement, or restoration under this section, the **CITY** will notify **PORTLAND MUSIC FESTIVAL, LLC**, and provide an estimate of the cost of any such work.
- c. The **CITY** shall perform, or contract for, the repairs, restoration, or replacement, and shall invoice **PORTLAND MUSIC FESTIVAL, LLC** for the full cost, which shall be paid within thirty (30) days of invoicing.
- d. The **CITY**, in its sole discretion and with prior agreement as to the scope, schedule and contractor to do the work, may authorize **PORTLAND MUSIC FESTIVAL, LLC** to complete the necessary work done at **PORTLAND MUSIC FESTIVAL, LLC** sole cost and expense. Such work shall be completed to the CITY's satisfaction.
- e. **PORTLAND MUSIC FESTIVAL, LLC** acknowledges and agrees that its obligation to repair, replace, and restore all aspects of Payson Park under this paragraph shall survive the expiration of this Agreement.

IV. LIMITATION ON EVENT

11. **Dangerous Displays.** **PORTLAND MUSIC FESTIVAL, LLC** shall not authorize, stage or promote any act or performance in which pyrotechnics, explosives or display of open flames are involved or used without separate written **CITY** permission.

12. **Attendance:** No more than 12,500 people shall be allowed entry per day to each ~~year's~~ Event.

13. **Right to Close Events.** The CITY reserves the right to close any *Event* to the public, including to ticket holders, at any time to protect public safety, including but not limited to addressing issues of overcrowding in aisles, exits or entrances or turnstile/ticket counts in excess of the total number of tickets authorized prior to the event. Public admission to any *Event* shall be limited so that the number of occupants at the *Premises* shall not exceed the number approved by the Portland Fire Department. **PORTLAND MUSIC FESTIVAL, LLC** shall release, indemnify, defend (by counsel reasonably acceptable to the CITY), and hold harmless the CITY from any and all claims, damages, loss, costs, expenses (including, without limitation, reasonable attorney's fees) or liability of any kind whatsoever resulting from such *Event* closures.

14. **Sound and Noise.** **PORTLAND MUSIC FESTIVAL, LLC** will provide a sound mitigation plan detailing their plan to limit the negative impact of sound and noise on the surrounding community, including, but not be limited to, the following:

- a. PA Speakers for an *Event* shall be placed facing north east on the grass triangle and north west on Dyer Flats and be configured by **PORTLAND MUSIC FESTIVAL, LLC**, with the approval of the CITY, to focus volume on the immediate environment within the *Premises*.
- b. Any and all public announcement (PA) and other speakers or amplifiers used to amplify music or other sound shall be maintained at a level not to exceed an A-weighted 85 decibels / C-weighted 95 decibels measured from the perimeter of the *Premises*.
- c. **PORTLAND MUSIC FESTIVAL, LLC** shall be responsible for monitoring sound levels throughout the festival.
- d. **PORTLAND MUSIC FESTIVAL, LLC** shall reduce the volume of music or other amplified sound if above stated levels.
- e. **PORTLAND MUSIC FESTIVAL, LLC** agrees to an annual noise deposit in the amount of \$5,000 no later than thirty (30) days prior to the date of ~~the each~~ Event ~~each year~~. CITY will retain the deposit if all of the following occur: the CITY receives three or more independent noise complaints; the CITY notifies **PORTLAND MUSIC FESTIVAL, LLC** of the noise complaints; and **PORTLAND MUSIC FESTIVAL, LLC** fails to address the noise adequately, as evidenced by additional noise complaints. Nothing in this paragraph shall be construed to interfere with the CITY's ability to pursue any additional remedies for noise violations under this Agreement or under its ordinances.

15. **Minimum Service Levels.** **PORTLAND MUSIC FESTIVAL, LLC** shall reimburse the costs of all staffing services provided by the CITY. The *City Manager* or their designee, shall determine the levels of services required for the *Event*, and **PORTLAND MUSIC FESTIVAL, LLC** shall be responsible for paying for those services. The *City Manager* reserves the right to increase amounts of staffing at any time if they deem it necessary to protect public safety.

V. VENDOR MANAGEMENT

16. **Vendor Compliance.** **PORTLAND MUSIC FESTIVAL, LLC** shall be responsible for ensuring that all vendors at an event have complied with appropriate license requirements, including food service, sale of alcohol, street goods and concert licenses. **PORTLAND MUSIC FESTIVAL, LLC** shall be responsible for all work performed by its employees, agents and subcontractors or anyone hired or employed by **PORTLAND MUSIC FESTIVAL, LLC** to perform services or provide supplies related to the *Event*.

17. **Beverage Service.** **PORTLAND MUSIC FESTIVAL, LLC** may provide *Beverage Service* at the *Premises* for the *Event* under the following conditions:

- a. **PORTLAND MUSIC FESTIVAL, LLC** shall be responsible for validating *Event* attendees are of the legal drinking age in the State of Maine, and shall place wristbands on attendees of legal drinking age. Alcoholic beverages will not be provided to attendees who are not of legal drinking age and do not have a wristband.
- b. The sale of alcoholic beverages shall be limited to the time the venue doors open to attendees until one-half hour prior to the end of the performance at the *Event*.
- c. Alcoholic beverages may not be removed from the *Premises*.
- d. During an *Event*, **PORTLAND MUSIC FESTIVAL, LLC** shall contract hired security to secure the perimeter of the *Premises* to prevent attendees from leaving the *Premises* with alcoholic beverages.

18. **Merchandising.** **PORTLAND MUSIC FESTIVAL, LLC** may sell, or contract with a vendor(s) to sell merchandise in conjunction with an *Event*, including “soft goods,” such as t-shirts, sweatshirts, banners, etc., and “hard goods,” such as recorded material, posters, program books, books etc. **PORTLAND MUSIC FESTIVAL, LLC** is required to obtain all necessary permits required to conduct those sales.

Food and Non-Alcoholic Beverages. **PORTLAND MUSIC FESTIVAL, LLC** may sell, or contract with a vendor(s) to sell food and non-alcoholic beverages in conjunction with an *Event*. **PORTLAND MUSIC FESTIVAL, LLC** are required to obtain all necessary permits to provide that service.

VI. PAYMENTS TO THE CITY

19. **Payments Due to the City.** **PORTLAND MUSIC FESTIVAL, LLC** agrees to make the following payments to the **CITY**:

- a. **PORTLAND MUSIC FESTIVAL, LLC** shall pay to the **CITY** \$1.50 per ticket sold for the annual Event in ~~2026~~2027, \$2.00 per ticket sold for the annual Event in ~~2027~~2028, and \$2.00 per ticket sold for the annual Event for ~~2028~~2029. Payment under this section shall be made to the **CITY** no later than ten (10)

days after the Removal Date each year. **PORTLAND MUSIC FESTIVAL, LLC** shall provide the City's Office of Corporation Counsel all financial records necessary to verify the accuracy of payments made under this provision. In the event those records contain any proprietary information, those records must clearly be marked "Proprietary information/confidential." The CITY agrees not to disclose such information to a third party without **PORTLAND MUSIC FESTIVAL, LLC's** consent, unless it determines that such disclosure is required by law. The CITY shall provide **PORTLAND MUSIC FESTIVAL, LLC** a reasonable opportunity to seek an injunction or other court order, at **PORTLAND MUSIC FESTIVAL, LLC's** expense, to prevent such disclosure. The CITY will not be liable to **PORTLAND MUSIC FESTIVAL, LLC** or any third party for any disclosure of confidential information.

- b. **PORTLAND MUSIC FESTIVAL, LLC** shall make an annual donation for ~~each Event for the duration of held pursuant to~~ this agreement, in the amount of One Hundred Thousand Dollars (\$100,000.00) per year to the Portland Parks Conservancy to be allocated towards an improvement project in Portland's Park system, which shall be paid no later than thirty (30) days prior to each annual Event. The CITY agrees to hold this amount in escrow until after the Removal Date each year and hereby agrees to refund such donation to **PORTLAND MUSIC FESTIVAL, LLC** if the CITY terminates this Agreement or the Event is canceled through no fault of **PORTLAND MUSIC FESTIVAL, LLC** after the donation has been made with respect to each annual Event.

20. **Terms of Payment.** Unless otherwise specifically provided in this Agreement, all payments or reimbursements to the CITY pursuant to this Agreement shall be subject to the following terms:

- a. Any amounts owed shall be paid within ten (10) days of invoicing.
- b. **PORTLAND MUSIC FESTIVAL, LLC** agrees to pay interest at the rate of one and one-half percent (1½ %) per month on any payment which is not made within the time limits set forth in this Agreement.

VII. INSURANCE OBLIGATIONS

21. **Automobile and General Liability Insurance.** Prior to the execution of this Agreement, **PORTLAND MUSIC FESTIVAL, LLC** shall procure and maintain occurrence-based Automobile Liability Insurance, Commercial General Liability Insurance, including contractual and products liability, in amounts of not less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury, death and property damage, and Two Million Dollars (\$2,000,000) aggregate.

All vendors and/or subcontractors of **PORTLAND MUSIC FESTIVAL, LLC** shall provide the City with proof of Automobile Liability Insurance and Commercial General Liability Insurance in

an amount of not less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury, death and property damage. In the instance where a vendor or subcontractor does not use an automobile on the premises, Automobile Liability Insurance shall not be required.

22. **Sale of Alcohol and Liquor Liability Insurance.** **PORTLAND MUSIC FESTIVAL, LLC** or its subcontractors, are permitted to sell alcoholic beverages during the event in Payson Park, provided that the following conditions are met. The **CITY** requires that all alcoholic beverages shall be sold, distributed, and/or served by a Qualified Catering Service (28-A M.R.S.A. §1076), licensed by the State of Maine. Said catering service shall submit to both the State of Maine and the City of Portland City Clerk an Application for Catered Function by Qualified Catering Service and shall provide a copy of the approved Application for Catered Function to the **CITY**. **PORTLAND MUSIC FESTIVAL, LLC** and/or any vendor or subcontractor providing alcohol at the *Premises*, shall obtain and provide Liquor Liability Insurance, in an amount of not less than Two Million Dollars (\$2,000,000) per occurrence. A copy of the certificate of insurance shall be provided to the **CITY** prior to any *Event* at which the vendor is serving alcohol.

23. **Workers' Compensation Insurance.** **PORTLAND MUSIC FESTIVAL, LLC** and all of its vendors or subcontractors shall provide evidence of workers' compensation insurance, to the extent required by Maine Law, which shall include an endorsement waiving all rights of subrogation against the City of Portland, its officers or employees.

24. **Terms of Insurance.** All insurance required pursuant to this Agreement shall be subject to the following terms:

- a. All insurance shall be obtained from insurers licensed to do business in the State of Maine and acceptable to the **CITY**, such acceptance not to be unreasonably withheld.
- b. With respect to the Automobile Liability, Commercial General Liability, and Liquor Liability Insurance, the **CITY** shall be named as an additional insured on all required policies, only in those areas where government immunity has been expressly waived by 14 M.R.S. A. § 8104-A, as limited by § 8104-B, and § 8111. This provision shall not be deemed a waiver of any defenses, immunities or limitations of liability or damages available to the **CITY** under the Maine Tort Claims Act, other Maine statutory law, judicial precedent, common law, or any other defenses, immunities or limitations of liability available to the **CITY**. All insurance shall be primary to any insurance the **CITY** may have.
- c. All certificates of insurance shall provide that they may not be canceled without thirty (30) days prior written notice to the **CITY**.
- d. **PORTLAND MUSIC FESTIVAL, LLC** and all of the vendors and subcontractors shall furnish the **CITY** and thereafter maintain certificates of coverage, prior to the execution of this agreement. They shall also provide the

CITY with a copy of any endorsement naming the **CITY** as additional insured. Upon the **CITY**'s request, **PORTLAND MUSIC FESTIVAL, LLC** shall provide the **CITY** with a complete copy of any and all policies required by this agreement. **CITY'S** acceptance or lack of acceptance of any Certificate of Insurance or other evidence of insurance shall not be construed as a waiver of any obligation to obtain and maintain such insurance as required by this agreement. **CITY** shall immediately refuse any work in Payson Park and cancel any *Event* if the required certificates are not furnished within the required time.

- e. All insurance required by this agreement shall contain a waiver of subrogation rights against **CITY**.
- f. **PORTLAND MUSIC FESTIVAL, LLC** and all of their vendors or subcontractors shall be responsible for any and all deductibles and/or self-insured retentions which are not to exceed \$10,000 without the prior written approval of **CITY**'s Corporation Counsel.
- g. The minimum limits may be satisfied through use of primary and excess/umbrella policies, provided that the excess/umbrella policies will not be more restrictive than the primary policies. If **PORTLAND MUSIC FESTIVAL, LLC** and all of their vendors or subcontractors maintain broader coverage and/or higher limits than the minimum required by this agreement, the **CITY** requires and shall be entitled to the broader coverage and/or higher limits.
- h. Nothing herein shall be deemed a waiver of any defenses, immunities or limitations of liability or damages available to the **CITY** under the Maine Tort Claims Act, other Maine statutory law, judicial precedent, common law, or any other defenses, immunities or limitations of liability available to the **CITY**.
- i. **PORTLAND MUSIC FESTIVAL, LLC** and the **CITY** understand and agree that the minimum limits of the insurance herein required may become inadequate during the Initial Term or Renewal Term of this Agreement. **PORTLAND MUSIC FESTIVAL, LLC** agrees that it will increase such minimum limits by reasonable amounts upon receipt of notice in writing from the **CITY**. Such notices to change shall, in general, be issued no more often than every two (2) years. The **CITY** may take note of damage awards being granted by the Courts, however, and direct a reasonable increase in the minimum limits of the insurance requirements at any time during the term hereof. In no case shall such limits be less than the amount set forth under the Maine Tort Claims Act, as may be amended.

VIII. INDEMNIFICATION AND RELEASE

25. **Indemnification.** To the fullest extent permitted by law, **PORTLAND MUSIC FESTIVAL, LLC** shall, at its own expense, defend (by counsel reasonably acceptable to the

CITY), indemnify, and hold harmless the **CITY**, its officers, agents, and employees, at all times from any claims, liability, losses, costs, expenses (including, without limitation, reasonable attorney's fees) fines, damages or judgments, just or unjust, that arise out of or result from the activities hereunder (collectively, "Claims"), said Claims to include, without limitation, claims for personal injury, death, or property damage, including, without limitation, injury or damage to City employees or property, and including claims based upon violation of any law, including environmental law or regulation governing hazardous substances, that arise out of or are caused in whole or in part, by any act or omission of **PORTLAND MUSIC FESTIVAL, LLC**, its guests, agents, officers, employees, partners or contractors or anyone for whose act it may be liable. **PORTLAND MUSIC FESTIVAL, LLC'S** obligations under this paragraph shall survive the termination of this Agreement.

26. **Release.** **PORTLAND MUSIC FESTIVAL, LLC** hereby releases the **CITY** and its officers, agents and personnel (collectively, the "Releasees") from any and all claims, liabilities, damages, losses, costs, fees and expenses arising out of or resulting, directly or indirectly, from **PORTLAND MUSIC FESTIVAL, LLC's** use of Payson Park, including, without limitation, injuries, losses and damages for bodily injury (including disability or death) and property damage, regardless of cause, including any and all claims, damages and liabilities that arise out of or result from any actions or omissions, including negligence, on the part of any of the Releasees. **PORTLAND MUSIC FESTIVAL, LLC** promises not to sue any of the Releasees with respect to any such claims or liabilities. This waiver and release is intended to be as broad as the law allows and shall survive termination of this Agreement.

IX. TERMINATION

27. **Termination by the City.** The City may terminate this Agreement, without prior notice to **PORTLAND MUSIC FESTIVAL, LLC**, under any of the following conditions:

- a. A good faith determination by the City that **PORTLAND MUSIC FESTIVAL, LLC** has failed to comply with any of the terms or conditions of this Agreement, after providing **PORTLAND MUSIC FESTIVAL, LLC** with written notice and a reasonable opportunity to cure such failure.
- b. Failure of **PORTLAND MUSIC FESTIVAL, LLC** to respond appropriately to excessive and substantiated noise complaints about the *Event* as provided in this Agreement or otherwise, which complaints reflect significant public inconvenience or other breaches of the peace, as determined by the City Manager, after providing **PORTLAND MUSIC FESTIVAL, LLC** with written notice and a reasonable opportunity to remedy such complaints.
- c. Upon determination by the City that **PORTLAND MUSIC FESTIVAL, LLC** has made material misrepresentations to the **CITY** in connection with its use or occupancy of any of Payson Park.

- d. The CITY determines, in its discretion, that it is prevented from furnishing use of the Premises, or any portion thereof, to **PORTLAND MUSIC FESTIVAL, LLC** on the dates scheduled due to structural failure, flooding, fire damage or other physical damage to the Premises.
- e. The CITY determines, in its discretion, that it is prevented from furnishing use of the Premises, or any portion thereof, to **PORTLAND MUSIC FESTIVAL, LLC** on the dates scheduled due to (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national, regional or local emergency, including a local emergency declared by the Portland City Council; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) epidemic, pandemic or similar influenza or bacterial infection; (j) shortage of adequate medical supplies and equipment; (k) shortage of power or transportation facilities; and (l) other events beyond the reasonable control of the CITY.

In the event that the CITY terminates the Agreement for any of the reasons set forth above or any other reason, **PORTLAND MUSIC FESTIVAL, LLC**'s only legal or equitable claim shall be for a refund of the deposits paid, including the donation to the Portland Parks Conservancy described in Section IV (20) (b) herein. In the event the CITY terminates this Agreement for the reasons set forth in Paragraphs 28(a), (b) and (c), the CITY may, in its discretion, deduct from the deposits the direct costs incurred by the CITY in connection with this Agreement prior to the date of termination. IN NO EVENT WILL CITY BE LIABLE TO **PORTLAND MUSIC FESTIVAL, LLC** OR ANY THIRD PARTY FOR ANY DAMAGES EXCEEDING THE AMOUNT OF THE DEPOSIT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFIT AND INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT.

28. **Termination by PORTLAND MUSIC FESTIVAL, LLC.** In the event **PORTLAND MUSIC FESTIVAL, LLC** terminates this Agreement, the CITY shall retain or collect from **PORTLAND MUSIC FESTIVAL, LLC** twenty-five percent (25%) of the fees described in Section IV of this Agreement in addition to any actual costs directly incurred by CITY in preparation for the next *Event* following the date of any such termination

29. **Waiver.** No waiver of any breach of any one or more of the conditions of this Agreement by the CITY shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.

X. ADDITIONAL TERMS

30. **Community Outreach.** **PORTLAND MUSIC FESTIVAL, LLC** shall conduct annual community outreach through neighborhood meetings. The meetings will be hosted at Payson Park, another location approved by the City, or by video conferencing. The neighborhood meetings shall be conducted at a time and in a manner that is accessible to community members within the neighborhoods surrounding Payson Park. **PORTLAND MUSIC FESTIVAL, LLC** shall hold at least two neighborhood meetings per each annual Event. One meeting shall be held no less than sixty (60) days prior to the Event each year to prepare for the upcoming event and one meeting shall be held no more than ninety (90) days after the last day of the Event to discuss how the Event can be improved the following year. No less than thirty (30) days prior to each neighborhood meeting, **PORTLAND MUSIC FESTIVAL, LLC** shall create a written notice with a brief description of the Event and information about how to provide neighborhood input including the date, time and place of the next neighborhood meeting and alternative ways to ask questions or provide comment. **PORTLAND MUSIC FESTIVAL, LLC** shall provide a digital copy of the notice to the CITY to post on its website and in other public locations in the CITY and distribute to residents by other means deemed appropriate by the CITY. **PORTLAND MUSIC FESTIVAL, LLC** shall keep and provide a record of approximate number of participants and feedback generated during the neighborhood meeting (s) and provide those records to the CITY immediately following each meeting. All costs associated with neighborhood outreach shall be the sole responsibility of **PORTLAND MUSIC FESTIVAL, LLC**.

31. **Other Financial Obligations.** **PORTLAND MUSIC FESTIVAL, LLC** shall be solely responsible for any other financial obligations incurred as a result of the use of Payson Park for any *Event* or otherwise in connection with this Agreement. These obligations shall specifically include:

- a. **PORTLAND MUSIC FESTIVAL, LLC** shall be responsible for payment of any State or Federal taxes, or any other governmental assessment which may be required in connection with an *Event* or other use of Payson Park.
- b. **PORTLAND MUSIC FESTIVAL, LLC** shall be solely responsible for the payment of any royalties or charges which are due or may become due on material used for or during an *Event*. **PORTLAND MUSIC FESTIVAL, LLC** warrants to the CITY that such royalties or charges have been paid or will be paid promptly in accordance with law. **PORTLAND MUSIC FESTIVAL, LLC** further agrees to hold the CITY harmless and indemnify it for all its costs or losses, just or unjust, including attorney's fees in defense of claims, relating to payment of any royalty, charge or fee for the use of material by **PORTLAND MUSIC FESTIVAL, LLC** during an *Event*.

32. **Compliance with Law.** **PORTLAND MUSIC FESTIVAL, LLC** agrees to comply with all applicable laws and regulations in its operations hereunder, including but not limited to all applicable federal, state and local environmental law and regulations and laws and regulations governing hazardous substances, with respect to all its activities on Payson Park, and to conduct all its activities on Payson Park in a safe, responsible, reasonable and business-like manner. **PORTLAND MUSIC FESTIVAL, LLC** shall be responsible for payment of any fines

or monies owed as result of any failure to comply with any such laws, rules and/or regulations. **PORTLAND MUSIC FESTIVAL, LLC** further specifically agrees:

- a. To consult with the City's Fire Chief prior to any operations under this Agreement to determine fire safety requirements.
- b. That no person shall be denied admission to any *Event* on the basis of race, color, creed, national origin, sex, disability, sexual orientation, or any other class characteristic protected by law.

33. **No Representations.** **PORTLAND MUSIC FESTIVAL, LLC** agrees that no representations, statements, or warranties, express or implied, have been made by or on behalf of **CITY** in respect thereto, except as contained in the provisions of this Agreement. The **CITY** shall in no event be liable for any latent defects of the **Premises**, unless the **CITY** has actual knowledge of the defect and has failed to disclose such information to **PORTLAND MUSIC FESTIVAL, LLC**.

34. **Assignment.** **PORTLAND MUSIC FESTIVAL, LLC** may not assign, pledge, sublet or otherwise transfer any interest or right granted by this Agreement without the prior written consent of the *City Council*; provided, however, that **PORTLAND MUSIC FESTIVAL, LLC** may engage subcontractors or hire individuals to perform services or provide supplies related to an *Event* consistent with the terms of this Agreement.

35. **Attorney's Fees.** **PORTLAND MUSIC FESTIVAL, LLC** shall pay all reasonable attorney's fees and costs on behalf of **CITY** if: (i) **CITY** should institute litigation against it for breach of any term or condition of this Agreement, if the **CITY** is the prevailing party in litigation; (ii) **CITY** should institute litigation against **PORTLAND MUSIC FESTIVAL, LLC** for an unlawful detainer of Payson Park, if the **CITY** is the prevailing party in litigation; (iii) **CITY** is made a party to litigation against **PORTLAND MUSIC FESTIVAL, LLC**, instituted by a third party related to use of Payson Park under this Agreement; or (iv) if the **CITY** is required to defend itself against any action or defense prosecuted by **PORTLAND MUSIC FESTIVAL, LLC** or any third party arising out of **PORTLAND MUSIC FESTIVAL, LLC's** use or occupancy of Payson Park that does not result in a final judgment in favor of **PORTLAND MUSIC FESTIVAL, LLC**. Fees and costs of defense incurred by the **CITY** shall be reimbursed within thirty (30) days of invoice whether the litigation is prosecuted to judgment or not. Amounts advanced by **CITY**, not reimbursed within said thirty (30) days, shall bear interest at a rate of one and one-half percent (1 1/2 %) per month.

36. **Additional Permit Required.** **PORTLAND MUSIC FESTIVAL, LLC** understands that the terms and conditions set forth in the Council Order and this Agreement are not exhaustive and the **CITY** reserves the right to include additional terms and conditions in the ~~festival- additional permits issued by the required by the~~ **CITY's Code of Ordinances's Parks, Recreation and Facilities Department.**

38. **Complete Agreement.** This Agreement and its Exhibits constitute the entire and integrated agreement and supersede all the terms and conditions of any prior agreement, negotiations, or representations, written or oral, between the parties, including but not limited to

the Original Agreement. This Agreement may not be further modified, except in writing, signed by the parties.

39. **Rights Acquired.** No rights will be acquired under this Agreement until the required certificates of insurance have been provided to the CITY.

40. **No property rights.** No provision hereof shall be construed as conveying an easement or other estate in land.

41. **Amendment.** This Agreement may be amended only in writing executed by the parties.

42. **No Waiver.** No waiver of any breach of any one or more of the conditions of this Agreement by the CITY shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.

43. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement. A signature in a pdf or electronic document shall be considered the equivalent of an original signature.

44. **Authority.** **PORTLAND MUSIC FESTIVAL, LLC** warrants and represents that it has the full right and authority to enter into this Agreement, that there is no impediment that would inhibit its ability to perform their respective obligations under this Agreement, and that the person signing this Agreement on behalf of **PORTLAND MUSIC FESTIVAL, LLC** has the authority to do so.

45. **Further Assurances.** Each party hereby agrees to cooperate with the other party's efforts to take such further actions as may be reasonably requested by the other party to carry out the provisions and purposes of this Agreement and to implement the operation of the Event and the other transactions contemplated herein, including without limitation, to execute, acknowledge, and deliver any affidavits, certificates, assurances, consents, or other instruments as may be necessary to fulfill the intent of this Agreement.

46. **Governing Law and Jurisdiction.** This Agreement shall be construed in all respects in accordance with, and governed by, the laws of the State of Maine. All parties and guarantors hereto hereby consent to the exclusive jurisdiction of the Superior Court for the County of Cumberland in the State of Maine, for all actions, proceedings, and litigation arising from or relating directly or indirectly to this Agreement or any of the obligations hereunder, and any dispute not otherwise resolved as provided herein shall be litigated solely in said Court.

[SIGNATURE PAGE ATTACHED HERETO.]

IN WITNESS WHEREOF, the **CITY OF PORTLAND** has caused this Agreement to be signed by Danielle P. West, City Manager, and by Tyler Grill, Manager of **PORTLAND MUSIC FESTIVAL, LLC, LLC**, thereunto duly authorized the day and year first above written.

CITY OF PORTLAND

Date: _____

By: Danielle P. West
Its: City Manager

Approved as to form: _____

Corporation Counsel's Office

PORTLAND MUSIC FESTIVAL, LLC

Date: _____

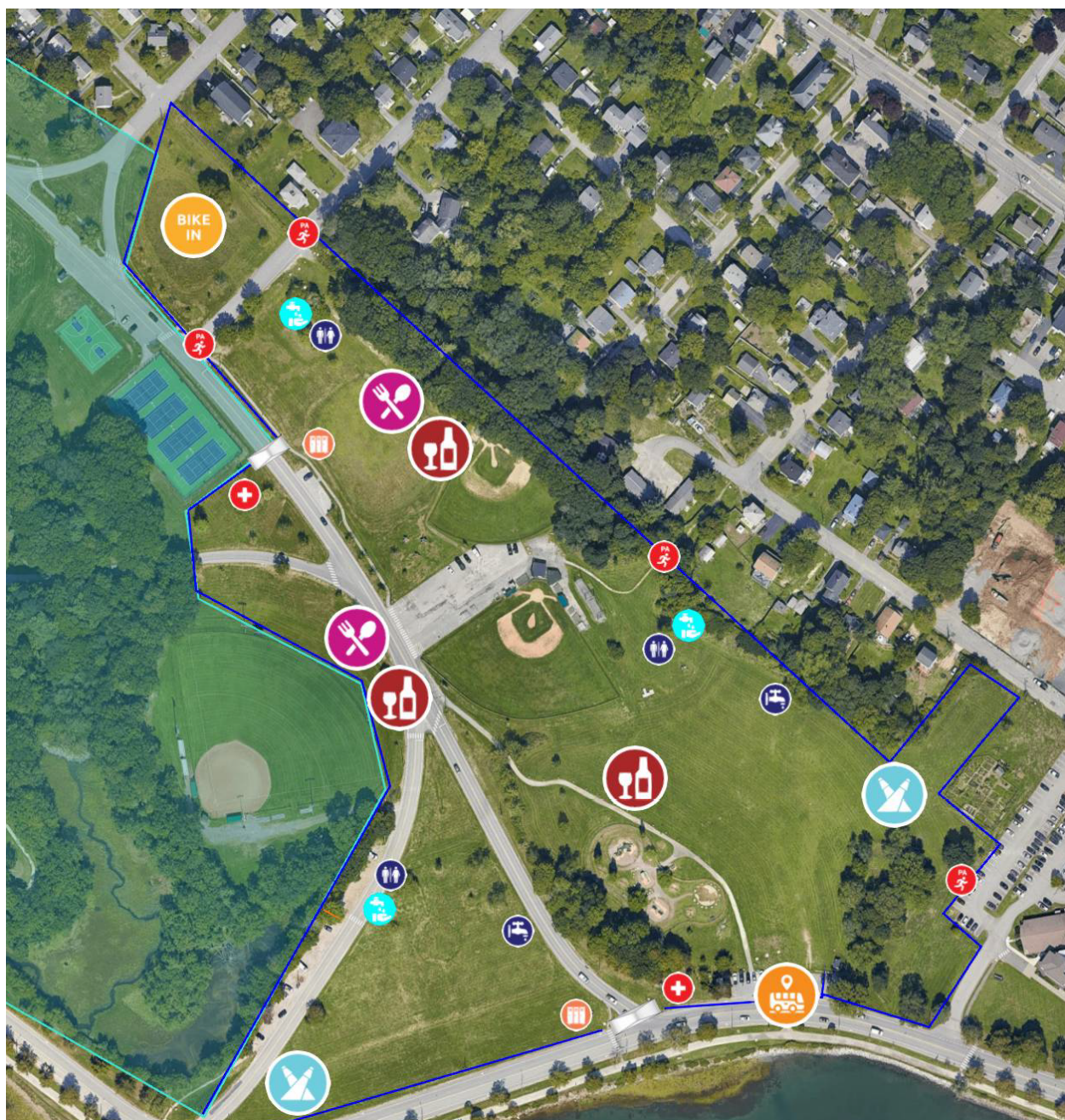
By: Tyler Grill
Its: Manager, duly authorized

EXHIBIT B

APPROVED EVENTS SCHEDULE for ~~2026~~2027-20282029

DATE	DAY	Schedule
6 days prior to event	Sunday	Layout site
5 days prior to event	Monday	Field protection in place
4 days prior to event	Tuesday	Start of tenting/decor
3 days prior to event	Wednesday	Fencing begins
2 days prior to event	Thursday	Sound, lights, stages
1 day prior to event	Friday	Final Prep
Day 1 of Event	Saturday	Day 1
Day 2 of Event	Sunday	Day 2
1 day following event	Monday	Breakdown begins
2 days following event	Tuesday	Breakdown concludes
3 days following event	Wednesday	Last of the porta potties and all remaining assets removed

EXHIBIT C



GUARANTY OF GOODWORKS PORTLAND FEST LLC

For valuable consideration, the receipt of which is hereby acknowledged, and in consideration of an Agreement between the CITY OF PORTLAND (hereinafter "City"), a Maine corporate body politic and PORTLAND MUSIC FESTIVAL, LLC (the "CONTRACTOR") for the CONTRACTOR to rent and produce a music festival on certain Property owned by the City of near and even date (the "Agreement"), the Undersigned, one of the equity owners of the Contractor and a wholly owned subsidiary of GoodWorks Entertainment Group, LLC, unconditionally guarantees to the City, its successors and assigns, full and prompt payment when due of all such payments due under the Agreement and any and all other liabilities of CONTRACTOR to the CITY arising under the Agreement, and all renewals, extensions or modifications thereof of substitutions therefor (collectively, the "Obligations") together with all costs and expenses of collection thereof and of enforcement of this Guaranty, including reasonable attorney's fees.

Notice of acceptance of this Guaranty and of any action taken by the CITY from time to time under this Guaranty or the Obligations is hereby waived, and this Guaranty shall operate as a continuing and absolute Guaranty covering all Obligations.

Upon any default by CONTRACTOR under the Agreement, the liability of the Undersigned shall be effective immediately, without demand, presentment, protest or notice of any kind, all of which are hereby waived, without any action, proceeding or suit, whether against CONTRACTOR, any security for the Obligations, or any other party liable for the Obligations, without exhausting any other remedies, and without further steps to be taken or further conditions to be performed by the CITY. Failure of the CITY to make any demand or otherwise to proceed against the Undersigned or any other person liable on the Obligations in respect to any default by CONTRACTOR shall not constitute a waiver of the CITY's right to proceed in respect to any or all other defaults by CONTRACTOR.

The Undersigned hereby waives any right of exoneration by the CONTRACTOR, or to contribute from any co-surety or security for any of the Obligations, defers any right of subrogation until all obligations of the CONTRACTOR to the CITY, whether or not guaranteed by the Undersigned, are paid in full, and defers any right to reimbursement from the CONTRACTOR, until all Obligations of the CONTRACTOR are paid in full.

This Guaranty shall be binding upon successors and assigns of the Undersigned; and the dissolution of the Undersigned shall not relieve its successors and assigns, from any liability or obligation accruing prior to such succession or assignment, nor accruing prior to the expiration of five (5) days after receipt by the City of notice of such death, succession or assignment, and shall not relieve or discharge the Undersigned from his or her liability hereunder. The Undersigned hereby submits to the jurisdiction of the courts of the United States of America, Cumberland County, and State of Maine in connection with any suits or proceedings arising hereunder. The undersigned hereby knowingly, voluntarily and intentionally waives any right to a jury trial, whether arising under the Maine Constitution, United States Constitution or any State or Federal statute, regulations, common law or rule of civil procedure with respect to any action

or claim arising under or relating to this Guaranty or the dealings or the relationship between any parties hereto.

Concurrently upon the payment, performance, and satisfaction in full of the Obligations and any commitments of the CITY to the CONTRACTOR with respect to the Obligations, this Guaranty shall automatically terminate, and the CITY shall duly execute all agreements, terminations, consents, and releases reasonably requested by Guarantor evidencing (i) the satisfaction of the Obligations and (ii) the CITY's release of Guarantor from this Guaranty.

This instrument and all rights and remedies of the parties shall be construed and interpreted under the laws of the State of Maine.

IN WITNESS WHEREOF, the Undersigned has duly executed this Guaranty this
____ day of ~~September, 2025~~January, 2026.

**GOODWORKS ENTERTAINMENT
PORTLAND FEST LLC**

Witness

By: Tyler Grill
Its: Manager, duly authorized

GUARANTY OF SHORE SOUND ENTERTAINMENT LLC

For valuable consideration, the receipt of which is hereby acknowledged, and in consideration of an Agreement between the CITY OF PORTLAND (hereinafter "City"), a Maine corporate body politic and PORTLAND MUSIC FESTIVAL, LLC (the "CONTRACTOR") for the CONTRACTOR to rent and produce a music festival on certain Property owned by the City of near and even date (the "Agreement"), the Undersigned, one of the equity owners of the Contractor, unconditionally guarantees to the City, its successors and assigns, full and prompt payment when due of all such payments due under the Agreement and any and all other liabilities of CONTRACTOR to the CITY arising under the Agreement, and all renewals, extensions or modifications thereof of substitutions therefor (collectively, the "Obligations") together with all costs and expenses of collection thereof and of enforcement of this Guaranty, including reasonable attorney's fees.

Notice of acceptance of this Guaranty and of any action taken by the CITY from time to time under this Guaranty or the Obligations is hereby waived, and this Guaranty shall operate as a continuing and absolute Guaranty covering all Obligations.

Upon any default by CONTRACTOR under the Agreement, the liability of the Undersigned shall be effective immediately, without demand, presentment, protest or notice of any kind, all of which are hereby waived, without any action, proceeding or suit, whether against CONTRACTOR, any security for the Obligations, or any other party liable for the Obligations, without exhausting any other remedies, and without further steps to be taken or further conditions to be performed by the CITY. Failure of the CITY to make any demand or otherwise to proceed against the Undersigned or any other person liable on the Obligations in respect to any default by CONTRACTOR shall not constitute a waiver of the CITY's right to proceed in respect to any or all other defaults by CONTRACTOR.

The Undersigned hereby waives any right of exoneration by the CONTRACTOR, or to contribute from any co-surety or security for any of the Obligations, defers any right of subrogation until all obligations of the CONTRACTOR to the CITY, whether or not guaranteed by the Undersigned, are paid in full, and defers any right to reimbursement from the CONTRACTOR, until all Obligations of the CONTRACTOR are paid in full.

This Guaranty shall be binding upon successors and assigns of the Undersigned; and the dissolution of the Undersigned shall not relieve its successors and assigns, from any liability or obligation accruing prior to such succession or assignment, nor accruing prior to the expiration of five (5) days after receipt by PDC of notice of such death, succession or assignment, and shall not relieve or discharge the Undersigned from his or her liability hereunder. The Undersigned hereby submits to the jurisdiction of the courts of the United States of America and Cumberland County, State of Maine in connection with any suits or proceedings arising hereunder. The undersigned hereby knowingly, voluntarily and intentionally waives any right to a jury trial, whether arising under the Maine Constitution, United States Constitution or any State or Federal statute, regulations, common law or rule of civil procedure with respect to any action or claim

arising under or relating to this Guaranty or the dealings or the relationship between any parties hereto.

Concurrently upon the payment, performance, and satisfaction in full of the Obligations and any commitments of the CITY to the CONTRACTOR with respect to the Obligations, this Guaranty shall automatically terminate, and the CITY shall duly execute all agreements, terminations, consents, and releases reasonably requested by Guarantor evidencing (i) the satisfaction of the Obligations and (ii) the CITY's release of Guarantor from this Guaranty.

This instrument and all rights and remedies of the parties shall be construed and interpreted under the laws of the State of Maine.

IN WITNESS WHEREOF, the Undersigned has duly executed this Guaranty this
____ day of ~~September, 2025~~January, 2026.

SHORE SOUND ENTERTAINMENT LLC

Witness

By: Jordan Wolowitz
Its: Manager, duly authorized

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 AMENDING ORDER 76-25/26
APPROVING AMENDED AND RESTATED AGREEMENT WITH PORTLAND MUSIC
FESTIVAL, LLC
RE: BACK COVE MUSIC AND ARTS FESTIVAL AT PAYSON PARK

ORDERED, that the amended and restated agreement with Portland Music Festival, LLC for the Back Cove Music and Arts Festival at Payson Park is hereby approved, substantially in the revised form attached hereto; and

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

MEMORANDUM
City Council Agenda Item

FROM: Melissa Graffam
DATE: January 5, 2026
SUBJECT: Order 121-25/26 Approving an Agreement Between the Maine Department of Transportation and Portland RE: Improvements to Route 9, Route 9 West, and Route 22 - 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 1/21/2026

Final
Action 2/2/2026

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 finalizing the design and going out to bid. Historically with an earlier bid date bid pricing will be improved.

Does this item involve a new contract with the City: This is a standard agreement that is used on all MaineDOT projects.

PRESENTATION: N/A

I. SUMMARY

City Council is being asked to approve the attached Utility Receivable Agreement, which would allow MaineDOT to move ahead with its plans to improve and pave Congress Street from Stevens Avenue to Johnson Road, Johnson Road from Congress to South Portland Town Line, and Skyway Drive from Congress Street to Johnson Road, a total of approximately 2.68 miles in Portland. The agreement obligates the City to pay a portion of the project costs.

II. AGENDA DESCRIPTION

City Council is being asked to approve the attached Utility Receivable Agreement, which would allow MaineDOT to move ahead with its plans to improve and pave Congress Street from Stevens Avenue to Johnson Road, Johnson Road from Congress to South Portland Town Line, and Skyway Drive from Congress Street to Johnson Road, a total of approximately 2.68 miles in Portland. The agreement obligates the City to pay a portion of the project costs.

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

III. BACKGROUND

The Congress Street, Johnson Road, and Skyway Drive paving project is part of MaineDOT's 2026 work plan. The scope of the project includes a ¾" mill, ADA ramp reconstruction, ¾" overlay, and re-striping after final paving. The City is responsible for 100% of sewer manhole adjustment costs within the project limits.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The Congress Street, Johnson Road, and Skyway Drive project will improve the pavement surface and ride quality on three arterials. In addition, the project will improve ADA crossings within the project limits as required by Federal Americans with Disabilities Act. MaineDOT will pay for most of the project costs.

V. FINANCIAL IMPACT

The City is obligated to pay 100% for utility adjustments. The total City cost of this project, estimated to be \$50,000, would be paid from a mixture of Water Resources and Paving accounts established for this type of utility work required on paving projects. A fiscal impact note is attached with this agenda request. MaineDOT, using federal and state funding, will be paying the rest of the project costs.

VI. STAFF ANALYSIS AND BACKGROUND

Congress Street and Johnson Road are both Principal Arterials; Skyway Drive is a Minor Arterial. These roads service an AADT between 5,000 to 23,000 cars per day (depending on the location). These roads are heavily utilized and provide access to the Jetport. The road was ranked between Poor to Good Pavement Condition Index (depending on location) when it was last evaluated in 2022 and has likely deteriorated further in that time. Without this project, these heavily trafficked 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 Congress Street, Johnson Road, and Skyway Drive in 2026.

VIII. LIST ATTACHMENTS

1. Order - Approving MDOT Agreements re Route 9, Route 9W, and Route 22
2. WIN 029664 - Congress St Johnson Rd Skyway Dr- Utility Agreement
3. WIN 029664.00 Fiscal Impact Note
4. WIN 029664.00_LOCATION MAP

Prepared by:

Melissa Graffam

Date: 01/05/2026

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

**ORDER APPROVING AGREEMENT BETWEEN THE MAINE DEPARTMENT OF
TRANSPORTATION AND PORTLAND
RE: IMPROVEMENTS TO ROUTE 9, ROUTE 9 WEST, AND ROUTE 22**

ORDERED, that the Agreement between the Maine Department of Transportation (MaineDOT) and the City of Portland for improvements to Route 9, Route 9 West, and Route 22 is hereby approved in substantially the form attached hereto:

- WIN 029664.00, MaineDOT Utility Receivable Agreement for adjusting sewer manholes on Route 9, Route 9 West, and Route 22

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

TEDOCS #: _____

CT#: _____

CSN#: _____

Program: _____

MAINE DEPARTMENT OF TRANSPORTATION UTILITY RECEIVABLE AGREEMENT

(MaineDOT Use Only)

Project Location: Portland
State WIN #: 029664.00
Federal Aid Project #: 2966400

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 2966400; WIN: 029664.00 (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 Route 9/Route 9 West/Route 22**.
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. 2966400
STATE PROJECT IDENTIFICATION NUMBER (WIN) 029664.00

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

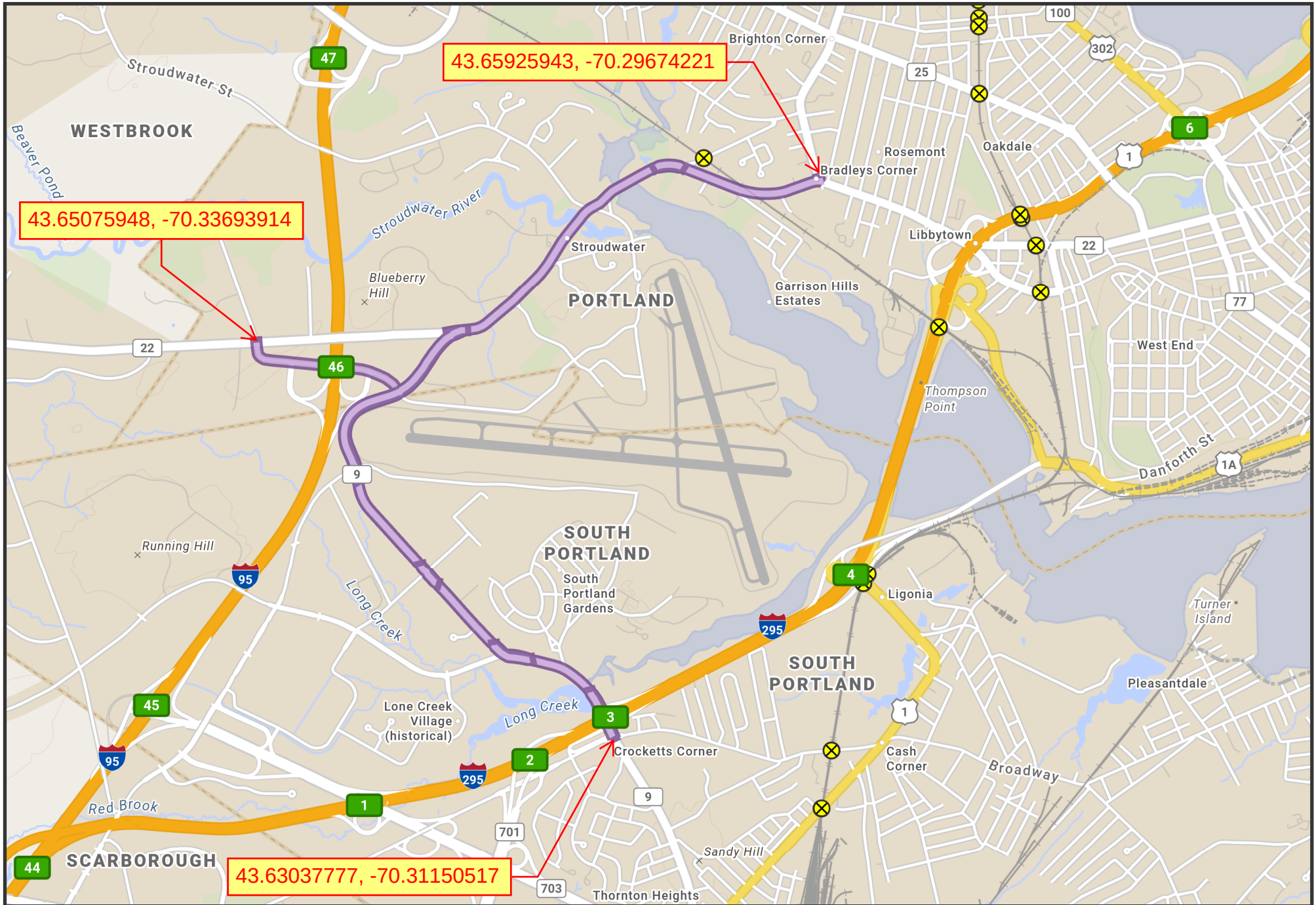
ESTIMATED PAYMENT SCHEDULE:

Utility	Payment Amount	Estimated Invoice Date
City of Portland	\$50,000	December 16, 2026

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		\$3,750		\$3,750
LESS: TOTAL NEW ITEM ANNUAL REVENUES		\$0		\$0		\$0
=NEW ITEM NET TAX RATE IMPACT PROJECTION	\$0	\$0	\$3,750	\$3,750	\$3,750	\$3,750
New Program Impact to the Mil Rate	\$0.0000	\$0.0000	\$0.0005	\$0.0005	\$0.0005	\$0.0005
New Program % Impact on Mil Rate	0.0000%	0.0000%	0.0042%	0.0021%	0.0042%	0.0021%
Mil Rate Including New Program	\$11.3400	\$22.4800	\$11.3405	\$22.4805	\$11.3405	\$22.4805

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

PORTLAND - SOUTH PORTLAND - 029664.00_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.

0.85
Miles
1 inch = 0.62 miles
Page 191

Date: 9/24/2025
Time: 3:08:10 PM

MEMORANDUM
City Council Agenda Item

FROM:

DATE: January 6, 2026

SUBJECT: Order 122-25/26 Accepting and Adopting Emergency Operations Plan - Sponsored by the Health & Human Services and Public Safety Committee, Anna Bullett, Chair

SPONSOR: Health & Human Services Committee, Councilor Anna Bullett, Chair. Meeting held on November 13, 2025 with a 4-0 vote to forward this item 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

**Final
Action**

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

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

PRESENTATION: Fire Chief Chad Johnston and Emergency Management Coordinator, Caity Hager will be available for questions.

I. SUMMARY

II. AGENDA DESCRIPTION

This is a companion order to the order below.

On November 13, 2025, the Health & Human Services and Public Safety Committee voted (4-0) to recommend this item to the full City Council.

Per State Statute Title 37-B Sec. 783 and City Ordinance Chapter 2 Article VIII Emergency Preparedness, Municipal Disaster / Emergency Plans must be in place and approved by the governing body. A Municipal Emergency Operations Plan (EOP) is vital because it helps the city prepare for and respond to emergencies in a coordinated and comprehensive way. The City's previous EOP was updated and approved in 2012. The base EOP presented for approval was updated to reflect modern practices and approaches to emergency preparedness and management. It was updated with input and coordination across multiple city departments, external partners, state agencies, and the public. The EOP is supported by numerous annexes which outline specific emergency categories, the risks and conditions they are likely to create, and more detailed operational response parameters. Over the course of the next year, the Office of Emergency Management will develop the functional and hazard specific annexes and engage with the community about emergency preparedness and planning. These annexes will be appended to the EOP administratively by City staff.

Staff recommend postponing this item so that it can be read concurrently with the order below. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

A Municipal Emergency Operations Plan (EOP) is vital because it helps the city prepare for and respond to emergencies in a coordinated and comprehensive way. Given recent national events including flooding,

wildfires, global pandemic, weather events, shootings, among others, updating the EOP is a top priority for city leadership and the city's Emergency Management Director. A jurisdiction's EOP is a document that:

- Assigns responsibility to organizations and individuals for carrying out specific actions that exceed routine responsibility at projected times and places during an emergency;
- Sets forth lines of authority and organizational relationships and shows how all actions will be coordinated;
- Describes how people (including unaccompanied minors, individuals with disabilities, others with access and functional needs, and individuals with limited English proficiency) and property are protected;
- Identifies personnel, equipment, facilities, supplies, and other resources available within the jurisdiction or by agreement with other jurisdictions; and
- Reconciles requirements with other jurisdictions.

An EOP is flexible enough for use in all emergencies. A complete EOP describes the purpose of the plan along with the situation, assumptions, organization and assignment of responsibilities, administration and logistics, plan development and maintenance, and authorities and references.

To assist with the EOP's update, an internal Emergency Management Project Advisory Committee (EMPAC) was formed with representation from most City departments. The EMPAC collaborated to develop the draft EOP over the course of 2025 and conducted its work in coordination with the Health-Human Services & Public Safety Committee.

In connection with the EOP update, staff determined that changes were also needed to Chapter 2, Article VIII of the Portland City Code. Proposed changes are included in the following areas which covered under a separate order on this agenda.

- Updating the title
- Changes in sec. 2-402 Definitions (Change Bureau to Office of Emergency Management)
- Minor changes and additions to sec. 2-403 Organization, 2-404 Director
- Minor changes to the sec. 2-406 Emergency Proclamation
- Added language under sec. 2-409 Emergency Operations Plans
- Changes in sec. 2-411 Compensation for injuries

Once the base EOP is approved, the Office of Emergency Management will develop the functional and hazard specific annexes and engage with the community about emergency preparedness and planning.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

An updated EOP will help the City of Portland prepare for and respond effectively to a range of emergency scenarios.

V. FINANCIAL IMPACT

N/A

VI. STAFF ANALYSIS AND BACKGROUND

N/A

VII. RECOMMENDATION

Approve the updated Emergency Operations Plan.

VIII. LIST ATTACHMENTS

1. Order - Approving Emergency Operations Plan
2. Portland EOP_Final Draft_11.10.25

Prepared by:

Date: 01/06/2026

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

CITY OF PORTLAND
IN THE CITY COUNCIL

SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
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ORDER ACCEPTING AND ADOPTING EMERGENCY OPERATIONS PLAN

ORDERED, that the Emergency Operations Plan, attached hereto, is hereby accepted and adopted in accordance with Article VIII of Chapter 2 of the City Code; and

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

An aerial photograph of Portland, Maine, showing a dense urban landscape with numerous buildings, streets, and parking lots. The city is situated along a waterfront, with a large body of water visible in the background under a dramatic, cloudy sky.

City of Portland, Maine EMERGENCY OPERATIONS PLAN



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SECTION 1: INTRODUCTION AND RISK ASSESSMENT

1.1 Introduction

1.1.1 Purpose

This Emergency Operations Plan (EOP) provides a framework for the coordinated management of emergencies that affect the City of Portland. This plan considers the entire community and was developed in cooperation with all City departments, agencies and offices (departments), as well as special districts; local, state and federal government agencies; private sector organizations; and citizen groups (partner organizations). The EOP creates a unified framework for emergency operations by identifying roles and responsibilities, as well as actions to be taken before, during and after a disaster. It sets forth lines of authority and organizational relationships. It identifies personnel, equipment, facilities, supplies and other resources available within the jurisdiction or by agreement with other jurisdictions.

1.1.2 Foundational Laws and City Code

1.1.2.1 Local

- City of Portland Chapter 2 Article VIII Emergency Management Sec. 2-401
- City of Portland Chapter 2 Administration Sec. 2-17 (a)
- City of Portland Chapter 2 Administration Sec. 2-17 (b)
- City of Portland Chapter 2 Administration Sec. 2-17 (c)
- City of Portland Chapter 2 Administration Sec. 2-17 (d)
- City of Portland Chapter 2 Administration Sec. 2-17 (e)
- City of Portland Chapter 2 Administration Sec. 2-17 (f)
- City of Portland Chapter 2 Article VIII Emergency Management Sec. 2-409

1.1.2.2 State

- Maine State Statute Title 37-B § 781
- Maine State Statute Title 37-B § 783

1.1.2.3 Federal

- Emergency Planning and Community Right to Know Act of 1986 (42 U.S.C. § 11001 et. seq.)
- Comprehensive Planning Guide 101 (CPG) 2021 Version 3.0
- FEMA's National Incident Management System (NIMS) 3rd Edition October 2017
- FEMA's National Preparedness Goal, 2nd Edition, September 2015

- Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.)

1.1.3 Emergency Operations Plan (EOP) Structure

This Portland Emergency Operations Plan (EOP) is comprised of three distinct components:

1. **Base Plan:** The Base Plan defines the purpose of the EOP, the plan's legal underpinning and authorities, the City's emergency management organization, roles and responsibilities during an Emergency Operations Center (EOC) activation, and each department's major emergency responsibilities. It defines the roles and relationships of external stakeholders, private partners, and non-governmental organizations.
2. **Support or General Appendices:** The general appendices include a Glossary of Terms and Acronyms, Record of Change / Revision, Record of Distribution and other indexes to guide use of the EOP and exhibit compliance with all relevant standards. Any references that have been used to create this document will be located in this section.
3. **Hazard Specific Annexes:** This section examines management strategies for certain consequential threats and hazards particularly relevant to the City. These annexes focus on critical operational functions and who is responsible for carrying them out. They describe the policies, processes, roles, and responsibilities that agencies and departments carry out before, during and after any emergency. While the base plan provides broad, overarching information relevant for all disasters, these annexes focus on specific responsibilities, tasks, and operational actions that pertain to a particular emergency.
4. **Functional Annexes:** Functional annexes are the "how-to" guide for specific emergency management functions that are essential for an effective and coordinated response. They break down the operational details, roles, responsibilities, and procedures for critical activities that must be performed by multiple departments or agencies during an emergency.

1.1.4 Relationship to Other Plans

This EOP is designed to be used with other City and County plans including:

- **Portland Public Health Division All-Hazard Base Plan** - establishes the framework for activating and managing Public Health Division activities and details the public health capabilities and resources available for incident response.
- **Cumberland County Hazard Mitigation Plan** - describes the strategies taken to reduce the impact of hazards in the City of Portland and county before a disaster occurs.
- **One Climate Future Plan** - Portland and South Portland's joint Climate Action Plan that focuses on four areas to reduce our contributions to climate change and strengthen the communities' ability to respond to climate hazards.

- **Portland's Plan 2030** - Portland's Comprehensive Plan, a long-range policy for growth, land use, development.

1.1.5 Planning Principles

This particular plan outlines the City's emergency response and recovery framework structured to manage any emergency that occurs. The EOP allows flexibility and discretion within a well-defined emergency management framework to enable a nimble and coordinated response. The EOP is based on the following principles:

- The EOP addresses Portland's emergency management from a whole community perspective by incorporating the needs, responsibilities and capabilities of not only government, but that of private and non-profit partners as well.
- Emergency preparedness is everyone's responsibility. Residents, businesses and government have individual preparedness responsibilities that must be internally addressed and coordinated with each other.
- The immediate response priority to any emergency or disaster situation is saving lives and then protecting critical infrastructure, property and the environment.
- Nothing in this plan alters or impedes the ability of local, state, and federal governments or private agencies and organizations from carrying out their specific authorities or performing their specific responsibilities under all applicable laws, executive orders and directives. In other words, day to day duties and responsibilities are not replaced by this EOP. This plan is used when a disaster or emergency exists that warrants the use of parts of it or in its entirety.
- An emergency may impact emergency management and response personnel rendering them unable to execute their emergency responsibilities. Each department and partner organization should build personnel depth within their organizations to ensure they are able to meet their responsibilities outlined in this plan.
- It is the responsibility of Department Heads in each department and organization to ensure their staff are trained, prepared and available to meet the requirements of this plan.
- Response operations may last several hours, days, weeks or longer. Recovery operations may last days, weeks, months or even years.
- An emergency may require the mobilization and reallocation of available local resources. All resources maintained by the City of Portland may be called upon to assist with emergency response. Furthermore, resources not normally available to the City may be acquired through emergency procurement, donations or other means.
- If an emergency exceeds local response capabilities, outside assistance may be available through mutual aid agreements with nearby jurisdictions or through the State's Emergency Operations Center. Often a local emergency must be declared and local

resources fully committed before state or federal assistance is requested. Additionally, depending on the size and scope of the emergency and/or concurrent emergencies across a wide geographic area, resources may not be available in a timely manner.

1.1.6 Scope and Applicability

The EOP is the principal plan governing all emergencies and disasters occurring within the limits of the City or affecting the well-being of the residents, visitors, businesses or environment. City departments will support the EOP's Concept of Operations and carry out their assigned functional responsibilities to ensure orderly and timely delivery of assistance during an emergency.

Furthermore, the EOP applies to all partner organizations, private businesses and NGOs operating inside the City limits. While the EOP is not binding on the operations of organizations external to City government, this plan strongly encourages all local organizations and businesses to coordinate their emergency plans and procedures with the provisions of the EOP to ensure a coordinated citywide emergency response and recovery effort. This same concept applies to critical infrastructure, facilities, vulnerable geographical areas, Casco Bay Islands, hospitals, assisted living facilities, and nursing homes.

The EOP does not need to be officially activated prior to one or more of the sections herein being implemented. Furthermore, each department and organization listed in the EOP is responsible for understanding its own emergency authority and procedures when implementing the provisions of the EOP. This plan, similar to the NIMS and ICS models, is designed to be scalable to meet the needs of all City departments from small daily incidents to large scale emergencies.

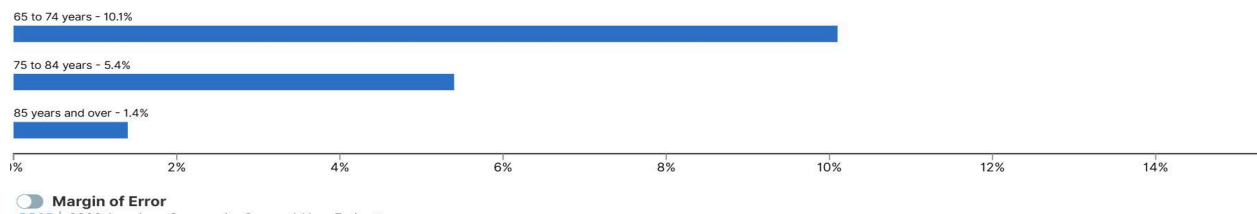
1.2 Community Risk

1.2.1 City Overview and Makeup

Portland is the most populous city in the state of Maine and the seat of Cumberland County. According to the 2023 American Community Survey, Portland's population estimate is 69,104 with an estimate of 32,393 households, 46.7% of which are owner-occupied. The Greater Portland metropolitan area has a population of approximately 550,000 people, making it by far Maine's most populous metropolitan area. Seventeen percent of our population is 65 years or older, and 15.4% is under 18.

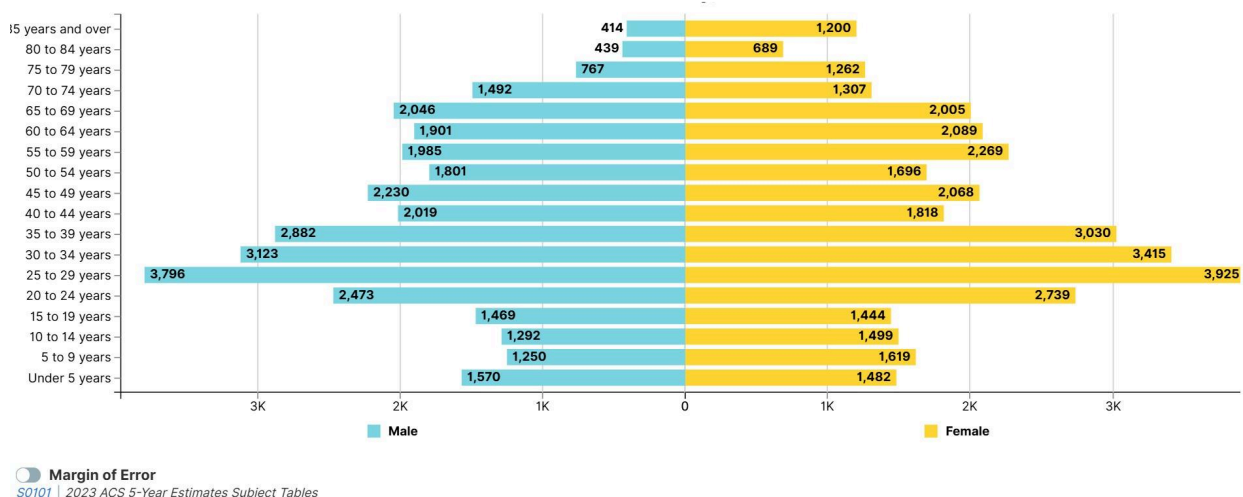
Visual 1.1 Older Population by Age in Portland, ME

Older Population by Age in Portland city, Maine



Visual 1.2 Population Pyramid

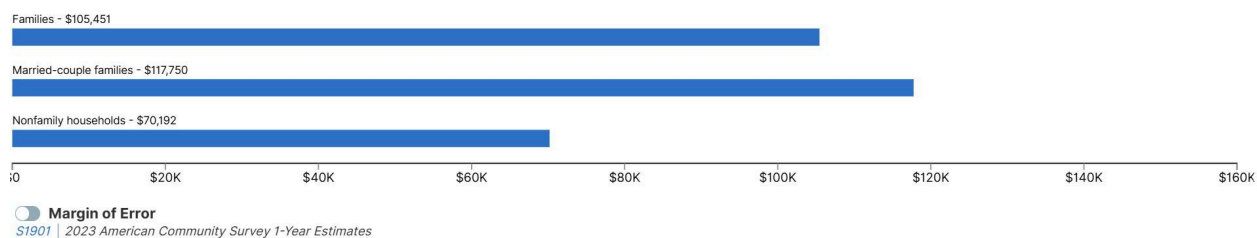
Population Pyramid: Population by Age and Sex in Portland city, Maine



Visual 1.3 Median Household Income

The median household income is \$76,174.

Median Income by Types of Families in Portland city, Maine



Although English is the primary language spoken in the Portland Metro Area, there is a significant population that speaks different languages. The Portland Public Schools serves approximately 6,500 students in pre-K through grade 12, about one-third of whom come from homes where a language other than English is spoken - for a total of more than 50 languages. The top five languages spoken in Portland other than English are:

1. French
2. Spanish
3. Portuguese
4. Somali
5. Arabic

Roughly 80% of our population identifies as Caucasian with 9% identifying as Black alone, 6.2% as two or more races, 3.2% as Asian, and 3.1% as Hispanic or Latino. Eleven percent of our population identifies as being foreign-born.

Visual 1.4 Race / Ethnicity Composition

Race/Ethnicity	2020	2010	2000	1990	1960
White	84.6%	83.6%	91.27%	96%	99.4%
African Americans	8.4%	7.1%	2.59%	1.1%	0.5%
Asian	3.5%	3.5%	3.08%	1.7%	0.1%
Two or more races	2.9%	2.7%	1.86%	0.2%	NA
Hispanic or Latino	3%	3%	1.52%	0.8%	NA
Native American	0.1%	0.5%	0.47%	0.4%	NA

There are also five islands in Casco Bay that are part of the City of Portland. The five Islands which receive City services and are part of City Council District 1 are:

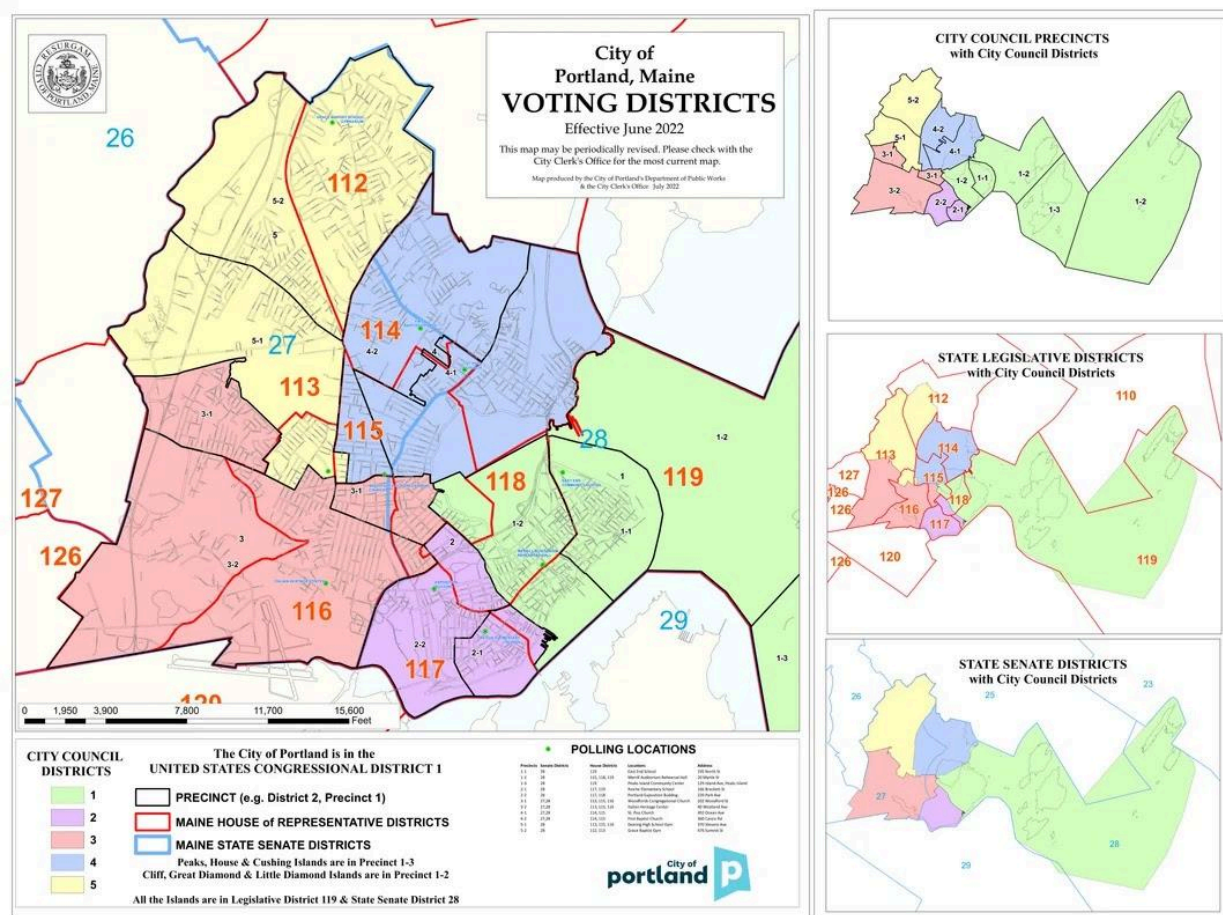
- Peaks Island
- Little Diamond Island
- Great Diamond Island
- Cliff Island
- Cushing Island

Visual 1.5 City of Portland Islands



The City has adopted a council-manager style of government that is detailed in the City Charter. The citizens of Portland are represented by a nine-member City Council (eight councilors and mayor), which makes policy, passes ordinances, approves appropriations, appoints the City Manager, Corporation Counsel and City Clerk, approves department head positions, and oversees the municipal government. Portland's municipal budget for FY26 was \$365.6 million. The City Council is elected by the citizens of Portland. The City has five voting districts, with each district electing a city councilor to represent their neighborhood interests for a three-year term. There are also three members of the City Council who are elected at-large for three-year terms. The Mayor is popularly elected and serves a four-year term. Elections for council and mayoral seats are determined by ranked-choice voting when necessary.

Visual 1.6 The Five Voting Districts of Portland



1.2.2 Community Risk and Hazards Summary

1.2.2.1 Threat and Hazard Identification and Risk Assessment

The City of Portland utilizes the Threat and Hazard Identification and Risk Assessment (THIRA) process and the Capability and Risk Assessment Tool (CaRAT) as foundational elements of its emergency management program. These assessments ensure that preparedness efforts are risk-based and capability-driven, aligning with FEMA's National Preparedness System and the State of Maine's emergency management framework.

The THIRA is a structured, FEMA-recommended process used to identify and assess the threats and hazards that could affect the City of Portland. It provides a framework for understanding the potential impacts of these events and determining the capability targets necessary to manage them effectively.

The THIRA process involves:

- Identifying natural, technological, and human-caused hazards relevant to Portland.
- Describing the context and potential impacts of each hazard.
- Establishing measurable capability targets to guide response and recovery.
- Using the results to inform emergency planning, training, exercises, and resource allocation.

1.2.2.2 Capability and Risk Assessment Tool (CaRAT)

The CaRAT is used in conjunction with the THIRA to measure the City's current capabilities against the identified capability targets. This tool, provided by the Maine Emergency Management Agency (MEMA), allows Portland to assess its strengths and identify areas for improvement across FEMA's Core Capabilities.

The CaRAT process involves:

- Linking THIRA-identified hazards and capability targets to capability assessments.
- Evaluating the City's current capacity for each Core Capability.
- Identifying gaps between existing capabilities and required targets.
- Prioritizing investments in training, equipment, partnerships, and planning to close capability gaps

1.2.2.3 Integration into the EOP

The results of the THIRA and CaRAT assessments directly inform this Emergency Operations Plan (EOP), particularly the core capabilities matrix, operational concepts, and resource management strategies. While the full THIRA and CaRAT documents are maintained separately as part of the City's emergency management program, their findings are summarized within this plan to ensure alignment between identified risks, capability targets, and operational readiness.

In 2024, the City's Emergency Management Coordinator conducted a series of workshops with key city departments, partner agencies, and community stakeholders to compile a comprehensive Risk and Hazards Summary. These workshops gathered local knowledge and historical data, validated hazard scenarios, and refined the City's hazard profiles. The information collected during these sessions directly informed both the THIRA and CaRAT processes, ensuring that the City's capability targets and gap analyses are based on current, locally relevant risk data.

Visual 1.6 Summary of Threat and Hazard Risk Assessment

High Risk	• Cyber Incident • Winter Storm - Nor'Easter • Terrorist / Mass Violence • Winter Storms - Blizzard & Ice Storm • Extreme Cold • Flash Flooding • Infectious Disease Outbreak • Summer Weather - Windstorm
Medium Risk	• Coastal Flooding • Transportation (Mass Casualty) Incident • Hazmat Release - Transportation • Hazmat Release - Fixed site • Urban Multi-Structure Fire • Earthquake • Space Weather • Riverine Flooding • Heat Wave • Radiological Incident
Low Risk	• Rural Wildfire • Landslide • Bridge / Building Collapse • Tornadoes • Drought

SECTION 2: CONCEPT OF OPERATIONS (CONOPS)

2.1 Emergency Management Authorities and Responsibilities

2.1.1 Introduction

City, state and federal agencies are each granted unique authorities to manage emergencies. These authorities are closely coordinated between government agencies as well as with external partner organizations to ensure a whole community emergency management strategy. While successful emergency management is a collaborative effort, **Maine Revised Statutes, Title 37-B, Chapter 13** (the “Maine Emergency Management Act”) vests ultimate legal authority for coordinating emergency response and recovery activities within Portland with City government, and the **City of Portland Code of Ordinances, Chapter 2, Article VIII – Emergency**

Management (the “Emergency Management Ordinance”) provides authority and limited liability protections for City employees, agents, or representatives engaged in carrying out these activities. Large emergencies and disasters may require the support and resources of state and federal entities, but overall direction and control of emergency response and recovery activities is maintained by City government until the point that Portland can no longer maintain continuity of operations.

2.1.2 City Council

The Portland City Council serves as the legislative body of the City and plays a key policy-making and oversight role in emergency management. While operational authority during an emergency resides with the City Manager and designated incident management officials, the City Council holds important statutory and governance responsibilities to ensure the community’s readiness, response, and recovery.

2.1.2.1 Authorities and Responsibilities

- Policy Oversight: Provide policy direction and oversight for the City’s emergency management program, including review and adoption of the Emergency Operations Plan (EOP) and any substantive amendments.
- Appropriation of Funds: Authorize the allocation or reallocation of City resources and funds for emergency preparedness, response, and recovery activities, including supplemental appropriations during or following a declared emergency.
- Declaration of Emergency: Ratify or extend a local emergency proclamation issued by the City Manager, consistent with the Maine Emergency Management Act and the Emergency Management Ordinance.
- Legislative Support: Adopt temporary ordinances or measures necessary to protect life, property, and the environment during emergencies.
- Community Representation: Serve as representatives of their constituents by communicating public concerns to the City Manager, Public Information Officer, and other officials during an emergency.
- Post-Incident Review: Participate in post-incident briefings, After Action Reports (AARs), and improvement planning to assess the effectiveness of City response and recovery efforts.

2.1.2.2 Coordination

The City Council works in coordination with the City Manager, Office of Emergency Management, and other executive staff to ensure emergency policies are aligned with community priorities and legal requirements. During emergency operations, Council

Members receive situational updates and may participate in the Joint Information System (JIS) for consistent public messaging.

As elected advocates for the five City Council Districts, council members are responsible for coordinating with their respective districts during an emergency to determine the needs of the citizens of their districts. At-Large council members are responsible for assisting their colleagues in identifying the needs of the City as a whole. These needs should then be communicated back to the City's Emergency Operations Center (EOC).

2.1.3 Mayor

Under the Portland City Charter, the Mayor is elected citywide and serves as the official head of the City for ceremonial purposes and as the chair of the City Council. The Mayor's role includes providing policy leadership, presiding over Council meetings, and representing the City in intergovernmental and ceremonial matters.

For Emergency Management purposes, the Mayor's authority and responsibilities include:

- Providing policy leadership to the City Council on emergency preparedness, response, and recovery priorities.
- Communicating with the public as the elected leader of the City to provide reassurance, situational updates, and policy direction during emergencies.
- Representing the City in intergovernmental coordination, including meetings with county, state, federal, and tribal officials on disaster response and recovery matters.
- Coordinating with the City Manager and Emergency Management Director to ensure that emergency declarations, ordinances, and resource requests are consistent with the City's needs and legal requirements.
- Support coordinated public messaging in partnership with the Public Information Officer (PIO) and Joint Information System (JIS).
- Participating in official actions of the City Council, such as adopting emergency measures, approving resource allocations, and ratifying emergency declarations when required.
- Supporting continuity of government operations by ensuring that the Council remains functional and engaged during and after an emergency.

While the City Manager retains administrative control over emergency operations, the Mayor plays a vital role in setting policy priorities, maintaining public confidence, and fostering intergovernmental relationships during all phases of Emergency Management.

2.1.4 City Manager

Under the Portland City Charter (Article VI, Section 5), the City Manager serves as the chief administrative officer of the City of Portland. Appointed by the City Council, the City Manager is selected solely on the basis of executive and administrative qualifications.

For Emergency Management purposes, the City Manager's authority includes:

- Enforcing all laws, ordinances, and Council policies applicable to emergency management operations.
- Exercising administrative control over all City departments and directing the implementation of emergency policies established by the Council.
- Ensuring compliance with the City's Emergency Operations Plan (EOP) and delegating authority to department heads and the Emergency Management Director as appropriate.
- Preparing and submitting emergency-related budget proposals and resource requests.
- Presenting reports to the Council on emergency preparedness, response, and recovery status.
- Keeping the Council informed on the condition of the City, including hazard vulnerabilities and emergency response capabilities.
- Coordinating with the Mayor, Emergency Management Director, and other stakeholders to prepare and maintain the City's emergency planning and response framework.
- Issue local emergency proclamations when necessary, consistent with the Maine Emergency Management Act and the Emergency Management Ordinance.
- Serve as the City's Chief Executive Officer with overall responsibility for managing emergency operations.
- Direct and coordinate all City departments and agencies during emergency operations.
- Authorize the activation of the Emergency Operations Center (EOC) and designating an EOC Manager.
- Approve emergency policies, resource allocations, and mutual aid requests.
- Serve as the primary link between the City Council and the Office of Emergency Management during emergency situations.
- Represent the City in intergovernmental coordination efforts at the county, state, and federal levels.
- Ensure that critical information is communicated promptly to elected officials, department heads, and the public.

In all emergency situations, the City Manager retains ultimate administrative responsibility for ensuring that emergency operations are carried out effectively, in accordance with the City Charter, applicable ordinances, and the EOP.

2.1.5 City Clerk

Under the Portland City Charter, the City Clerk is appointed by the City Council and serves as the official records custodian for the City of Portland. The Clerk's duties include maintaining the official record of Council proceedings, preserving all ordinances and resolutions, managing public notices, and ensuring compliance with applicable open government laws.

For Emergency Management purposes, the City Clerk's authority and responsibilities include:

- Maintaining official emergency records, including Council resolutions declaring a state of emergency and related legislative actions.
- Attesting and certifying emergency declarations, ordinances, and orders issued by the City Council or City Manager under emergency powers.
- Coordinating public notification of emergency measures, including publishing official notices as required by law.
- Preserving historical documentation related to the emergency for legal, financial, and after-action reporting purposes.
- Supporting continuity of government operations by safeguarding critical records and ensuring access to essential documents during emergency situations.
- Working in coordination with the Emergency Management Director and City Manager to ensure that official communications are timely, accurate, and compliant with statutory requirements.

In all emergency situations, the City Clerk plays a critical role in ensuring legal compliance, accurate recordkeeping, and transparency in official City actions, in accordance with the City Charter, applicable ordinances, and state public records laws.

2.1.6 Emergency Management Director (Local)

Under the City of Portland's municipal code and in accordance with the Maine Revised Statutes, Title 37-B, the City's Emergency Management Agency (EMA) Director is responsible for the coordination and administration of the City's emergency management program. In Portland, this position is held by the Fire Chief, who serves in a dual role providing both operational leadership for the Fire Department and overall direction for Emergency Management activities within the City.

For Emergency Management purposes, the EMA Director / Fire Chief's authority and responsibilities include:

- Coordinating all-hazards emergency preparedness, response, recovery, and mitigation activities within the City of Portland.
- Activating and directing the City's Emergency Operations Center (EOC) during incidents requiring multi-agency coordination.
- Serving as the primary point of contact between the City Manager, Mayor, Department Heads, Cumberland County EMA, and the Maine Emergency Management Agency (MEMA) during emergencies.
- Developing, maintaining, and exercising the City's Emergency Operations Plan (EOP) and related annexes.
- Overseeing emergency training and exercise programs to ensure readiness of City personnel and partner agencies.
- Coordinating resource requests from City departments and integrating mutual aid, county, state, and federal resources into City operations.
- Advising the City Manager and Mayor on emergency declarations, public protective actions, and policy decisions.
- Ensuring compliance with NIMS and the National Response Framework (NRF) for all City emergency management activities.
- Maintaining situational awareness and ensuring timely dissemination of critical information to stakeholders and the public.

2.1.6.1 Legal Authority

The position and authorities of the EMA Director are established by the Emergency Management Ordinance in alignment with section 782 of the Maine Emergency Management Act, which mandates each municipality to designate an EMA Director with responsibility for local emergency management. The Fire Chief also operates under Chapter 2 Sec. 2-17 (b) and Chapter 10 Fire Prevention & Protection.

2.1.7 Office of Emergency Management

The City of Portland Office of Emergency Management (OEM) serves as the central coordination body for all emergency management activities within the City. The OEM functions under the authority of the City's Emergency Management Ordinance and the Maine Emergency Management Act, and in alignment with the National Incident Management System (NIMS) and the National Response Framework (NRF).

The OEM is responsible for ensuring that the City is prepared to prevent, protect against, respond to, recover from, and mitigate the impacts of all hazards, whether natural, technological, or human-caused. The City Manager is responsible for the Office's organization, administration and operation.

2.1.7.1 Composition

The OEM is composed of:

- Fire Chief / Local EMA Director – serving as the lead official for emergency management coordination.
- City Emergency Management Coordinator – managing day-to-day emergency management program activities and planning efforts.
- Assistant City Manager for Public Safety – providing executive-level oversight and policy direction.
- Key Department Heads or Designees – including representatives from Fire, Police, Communications & Digital Services, Public Works, Parks, Recreation & Facilities, Health & Human Services, and other departments as necessary based on incident type.

2.1.7.2 Authority and Responsibilities

The OEM's authority and responsibilities will include:

- Maintaining, updating, and exercising the City's Emergency Operations Plan (EOP) and associated annexes.
- Oversee hazard and risk assessments, including the Threat and Hazard Identification and Risk Assessment (THIRA) and Capability Assessment for Readiness (CaRAT).
- Coordinating the activation and management of the City's Emergency Operations Center (EOC) during emergencies and planned events.
- Facilitating interdepartmental coordination to ensure a unified, efficient, and timely emergency response.
- Serving as the primary liaison to Cumberland County EMA, Maine Emergency Management Agency (MEMA), and the Federal Emergency Management Agency (FEMA) and supporting voluntary organizations..
- Overseeing citywide training and exercise programs to ensure operational readiness across departments.
- Coordinate emergency preparedness outreach and public education.
- Coordinating public warning and information systems to provide timely and accurate information to the public.
- Managing resource requests, logistics, and mutual aid integration during emergencies.
- Leading hazard mitigation planning efforts in collaboration with city departments and external partners.
- Engaging the private sector, non-governmental organizations, and community-based groups in preparedness and resilience initiatives.
- Maintaining situational awareness by monitoring potential hazards, threats, and incidents in coordination with relevant partners.

- Coordinating City-wide recovery efforts for federally declared disasters.

2.1.7.3 Legal Authority

The OEM derives its authority from the Emergency Management Ordinance and Maine Emergency Management Act, which require municipalities to establish and maintain a local emergency management agency. The OEM's operational structure and activities will be consistent with the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Title 44 of the Code of Federal Regulations, and other applicable state and federal guidance.

2.1.8 Private Sector

Private sector partners include for-profit businesses, trade organizations, and infrastructure owners/operators that provide critical goods, services, and capabilities to the City of Portland before, during, and after emergencies. While they operate under private ownership and governance, many are recognized as part of the community's essential infrastructure and lifeline sectors under the National Infrastructure Protection Plan (NIPP) and the National Response Framework (NRF).

For Emergency Management purposes, the private sector's authority and responsibilities include:

- Maintaining continuity of operations to provide essential goods and services during disruptions.
- Coordinating with the City of Portland and Cumberland County EMA to share situational information and resource availability.
- Protecting critical infrastructure and key resources such as utilities, transportation hubs, and communication systems.
- Participating in preparedness activities, including planning, training, and exercises with public agencies.
- Supporting response operations by providing equipment, facilities, personnel, and technical expertise.
- Collaborating on recovery efforts, including debris management, restoration of utilities, and resumption of commercial operations.
- Complying with emergency orders and regulations issued under Municipal, County, State, and Federal authority.

2.1.8.1 Legal and Policy Frameworks

- Private sector emergency management engagement is recognized in the Robert T. Stafford Disaster Relief and Emergency Assistance Act and implemented through the National Response Framework.
- Critical infrastructure protection responsibilities are defined in the National Infrastructure Protection Plan and relevant Presidential Policy Directives (PPDs).
- Sector-specific entities may also be subject to federal and state regulations, such as 49 CFR for transportation, 47 CFR for communications, and 42 CFR for healthcare facilities.

Table 2.1 Key Private Sector Partners in the Portland Metro Area

Organization	Role in Emergency Management
Central Maine Power (CMP)	Electric utility responsible for restoring power and supporting critical infrastructure during outages.
Unitil / Summit Natural Gas	Natural gas provider ensuring safe restoration of service and supporting heating needs during emergencies.
Portland Water District	Ensures potable water supply, water quality, and wastewater management during incidents.
Casco Bay Lines	Provides ferry transportation to Casco Bay Islands, critical for evacuation and supply delivery.
Eimskip / International Marine Terminal	Maritime shipping and cargo handling for supply chain continuity. MaineHealth Maine Medical Center – Portland.
MaineHealth Maine Medical Center – Portland / Northern Light Mercy Hospital	Healthcare facilities providing emergency medical services and surge capacity.
WGME / WMTW / WCSH / Maine Public	Local broadcast media partners for public information and emergency alerts.
Hannaford / Shaw's / WholeFoods / Trader Joe's Supermarkets	Retail food supply chains ensure community access to groceries and essential goods.

Home Depot & Lowes	Support response and recovery efforts by providing construction and mitigation supplies during emergencies.
HospitalityMaine / Major Hotels	Supports sheltering, feeding, and housing of displaced individuals during emergencies.
Verizon / AT&T / Spectrum	Telecommunications providers ensure restoration of communications infrastructure.

2.1.9 Non-Governmental Organizations (NGOs)

Non-Governmental Organizations (NGOs) are private, nonprofit, and/or faith-based entities that provide essential services and support before, during, and after emergencies. While NGOs are not government agencies and therefore are not governed by the same statutory authorities, their emergency management roles are recognized within the National Response Framework (NRF) and the National Incident Management System (NIMS) as critical partners in preparedness, response, recovery, and mitigation.

For Emergency Management purposes, NGOs' authority and responsibilities include:

- Providing disaster relief services, such as sheltering, feeding, health services, and case management.
- Supporting community resilience through preparedness training, public education, and outreach programs.
- Offering volunteer and donations management capabilities during disasters.
- Providing specialized technical services such as disaster mental health support, animal sheltering, debris removal, or transportation assistance.
- Partnering with local, county, state, and federal agencies to coordinate resources and services in alignment with the Emergency Operations Plan (EOP).
- Operating under agreements such as Memoranda of Understanding (MOUs) or mutual aid compacts with the City of Portland or other jurisdictions.

2.1.9.1 Legal and Policy Frameworks

While NGOs operate under their own organizational bylaws and governance structures, their emergency functions are recognized and supported through the National Response Framework, NIMS, and state and local emergency management plans.

Specific NGOs may operate under additional legal authority based on their charter or enabling legislation (e.g., American Red Cross Charter Act, 36 U.S.C. §§ 300101–300111).

The following Non-Governmental Organizations (NGOs) operate in the Portland, Maine metropolitan area and play important roles in emergency preparedness, response, recovery, and community resilience. While not government agencies, these organizations are recognized within the National Response Framework (NRF) and National Incident Management System (NIMS) as key partners in disaster operations.

Table 2.2 Key NGOs in the Portland Metro Area

Organization	Key Functions
American Red Cross – Northern New England	Provides sheltering, mass care, emergency preparedness education, and assistance coordination during disasters.
Salvation Army – Northern New England Division	Offers emergency feeding services, mobile canteen response, spiritual and emotional care, and long-term recovery support.
Maine VOAD (Volunteer Organizations Active in Disaster)	Coordinates disaster-related nonprofits to ensure effective community support during crises.
Maine Island Trail Association (MITA)	Conserves coastal islands, supports Maine Island Trail, assists in environmental disaster debris cleanup.
Maine Ready / Volunteer Maine	Connects trained volunteers to emergency needs such as sheltering, supply distribution, and donation coordination.
Maine Wing, Civil Air Patrol (CAP)	Provides aerial search-and-rescue, aerial damage imagery, and supports emergency services.

2.1.10 Cumberland County EMA (CCEMA)

The Cumberland County Emergency Management Agency (CCEMA) operates under the authority of the Maine Revised Statutes, Title 37-B, which establishes the framework for emergency management within the State of Maine. CCEMA serves as the designated county-level emergency management organization responsible for coordinating preparedness, response, recovery, and mitigation activities across all municipalities in Cumberland County, including the City of Portland.

For Emergency Management purposes, CCEMA’s authority and responsibilities include:

- Providing regional coordination and support to municipalities during incidents and disasters.
- Serving as the liaison between municipal emergency management officials and the Maine Emergency Management Agency (MEMA). In this case they are the direct conduit to the State for the local EMA Director, Portland's Fire Chief and EMA Coordinator.
- Facilitating the sharing of resources, personnel, and equipment among jurisdictions during emergencies.
- Assisting in the development, maintenance, and exercise of municipal emergency operations plans, including the City of Portland's EOP.
- Coordinating county-level training and exercises to enhance readiness and interoperability among municipalities.
- Activating and managing the Cumberland County Emergency Operations Center (EOC) to provide situational awareness, resource management, and operational support to affected communities. Cumberland County's primary EOC is located in Portland.
- Assisting with damage assessment, disaster recovery coordination, and the administration of state and federal disaster assistance programs.

In all emergency situations, CCEMA functions as a critical partner to the City of Portland, ensuring that countywide resources and capabilities are integrated into the City's preparedness, response, and recovery efforts.

2.1.11 State of Maine EMA (MEMA)

The Maine Emergency Management Agency (MEMA) operates under the authority of the Maine Revised Statutes, Title 37-B, which establishes the state's emergency management system. MEMA is the primary state agency responsible for coordinating emergency preparedness, response, recovery, and mitigation activities across Maine.

For Emergency Management purposes, MEMA's authority and responsibilities include:

- Serving as the statewide coordinating agency for disaster preparedness, response, and recovery operations.
- Supporting county and municipal emergency management agencies, including the Cumberland County EMA and the City of Portland.
- Coordinating state resources, personnel, and equipment to support local jurisdictions during incidents and disasters.
- Administering the State of Maine Emergency Operations Plan and integrating it with local and federal emergency plans.

- Managing the State Emergency Operations Center (SEOC) to provide situational awareness, resource coordination, and operational oversight.
- Serving as the primary liaison to the Federal Emergency Management Agency (FEMA) and other federal partners.
- Administering state and federal disaster assistance programs, including the Public Assistance and Individual Assistance programs.
- Coordinating statewide training, exercises, and public education programs to strengthen readiness.
- Supporting long-term hazard mitigation planning and project implementation to reduce disaster impacts.

In all emergency situations, MEMA works in close coordination with the Cumberland County EMA and the City of Portland to ensure that local needs are met and that state and federal resources are effectively integrated into emergency operations.

2.1.12 Federal Emergency Management Agency (FEMA)

The Federal Emergency Management Agency (FEMA) operates under the authority of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, and is part of the U.S. Department of Homeland Security (DHS). FEMA is the primary federal agency responsible for coordinating national efforts to prepare for, respond to, recover from, and mitigate the impacts of disasters and emergencies.

For Emergency Management purposes, FEMA's authority and responsibilities include:

- Coordinating the federal government's role in preparing for, preventing, mitigating, responding to, and recovering from disasters.
- Supporting state, tribal, territorial, and local governments when their capabilities are overwhelmed.
- Administering federal disaster assistance programs, including Public Assistance, Individual Assistance, and Hazard Mitigation Grant Programs.
- Managing the National Response Framework (NRF) and National Incident Management System (NIMS) to ensure nationwide interoperability and coordinated response.
- Providing technical assistance, training, and exercise support to enhance state and local readiness.
- Pre-positioning resources and deploying federal assets such as Urban Search and Rescue teams, Disaster Medical Assistance Teams, and incident management teams.
- Coordinating with the Maine Emergency Management Agency (MEMA) and Cumberland County EMA to integrate federal resources into state and local operations.

- Supporting long-term disaster recovery, including community resilience initiatives and infrastructure rebuilding projects.

In all emergency situations, FEMA works in partnership with state and local governments to ensure that federal capabilities and resources are rapidly mobilized to meet the needs of affected communities, including the City of Portland.

2.1.12.1 Legal Authority

FEMA's emergency management authorities are derived from the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. §§ 5121–5207) and implemented through Title 44 of the Code of Federal Regulations, including but not limited to Parts 201 (Mitigation Planning), 204 (Fire Management Assistance Grant Program), and 206 (Federal Disaster Assistance for Disasters Declared After November 23, 1988).

2.2 Emergency Organization and Operations

2.2.1 Introduction

The management of large emergencies or declared disasters within the City of Portland requires coordination between on-scene resources, support and coordination organizations, public information entities and policy makers. The concerted effort of the multiple organizations needed to accomplish these key emergency management tasks is known as a Multi-Agency Coordination System (MACS). Portland adheres to the principles of the National Response Framework, National Disaster Recovery Framework and NIMS in organizing a MACS. The components that the City may use during an emergency response are outlined in the table below.

Table 2.3 NIMS Components and Key Functions

NIMS Component	Key Function
Incident Command System (ICS)	Organization for on-scene incident response
Incident Command Post (ICP)	Central hub for tactical-level, on-scene command and control of the emergency response
Emergency Operations Center (EOC)	Support and coordination for Citywide emergency response and short-term recovery

Department Operations Center (DOC)	Established by a specific department to coordinate its internal emergency response activities and resources
Airport Emergency Operations Center (AEOC)	DOC for the Portland International Jetport, supported by a 24-7 Operations Center
Long-Term Recovery Committee (LTRC)	Coordination of unmet needs for months or years after a disaster
Joint Information Center (JIC)	Coordinates all citywide emergency public information
Disaster Assistance Centers (DACs)	Center that opens for the public to provide access to key emergency information, services and programs
Commodity Points of Dispensing (C-PODs)	Centralized, temporary location(s) where life-sustaining commodities are directly distributed to the public when normal commercial supply chains have been severely disrupted or destroyed by a disaster
Medical Countermeasure Points of Dispensing (PODs)	Temporary location(s) for mass dispensing of medical countermeasures (e.g. antibiotics, vaccines) to the public to prevent or mitigate the spread of disease

2.2.2 Incident Command System (ICS)

2.2.2.1 ICS Overview

The Incident Command System (ICS) establishes a structure for how all incidents throughout the City are managed. The ICS uses the principle of span of control, meaning that teams of three to seven responders on an incident site each report to one supervisor, and the supervisors in turn report to one supervisor, on up the chain to the Incident Commander (IC). The IC is responsible for leading multi-agency operations on an incident scene, establishing objectives, and approving an Incident Action Plan (IAP). An IC should be from the agency with the appropriate incident management responsibility listed in Section 3 of this plan. All agencies involved in incident response report up through the ICS structure regardless of their usual chain of command. The ICS structure is scalable, modular and flexible to meet changing incident demands. This means that only the components needed to meet incident demands are activated.

Some complex incidents fall within the jurisdiction of multiple agencies and require increased inter-agency coordination to manage. For these incidents, the IC may choose to establish a Unified Command. Unified Command consists of two or more representatives from different agencies working together to lead an ICS structure. Establishing Unified Command means that there is no longer a single IC, and all command decisions must be agreed upon among the Unified Commanders (UCs) and communicated down the ICS structure with a singular voice. Whether led by an IC or UC, a fully implemented ICS structure consists of the command staff and four or five general staff sections.

2.2.2.2 ICS Command Staff

The Safety Officer, Liaison Officer, and Public Information Officer are the ICS Command staff. They report to the IC and ensure incident safety, liaise with the EOC or other MACS structures, and coordinate with the media or JIC.

2.2.2.3 ICS Operations Section

The Operations Section is responsible for all tactical operations at the incident level. This includes carrying out the objectives of the incident action plan and providing information on ongoing operations to the ICS Planning Section. The Operations Section Chief manages the section and reports to the IC.

2.2.2.4 ICS Planning Section

The Planning Section is responsible for the collection, evaluation and dissemination of information related to the incident, and for the preparation and documentation of Incident Action Plans and situation reports. The Planning Section maintains information on the current and forecasted situation and tracks the status of resources assigned to the incident. The Planning Section Chief manages the section and reports to the IC.

2.2.2.5 ICS Logistics Section

The Logistics Section is responsible for providing facilities, services and materials for the incident. The Logistics Section Chief manages the section and reports to the IC.

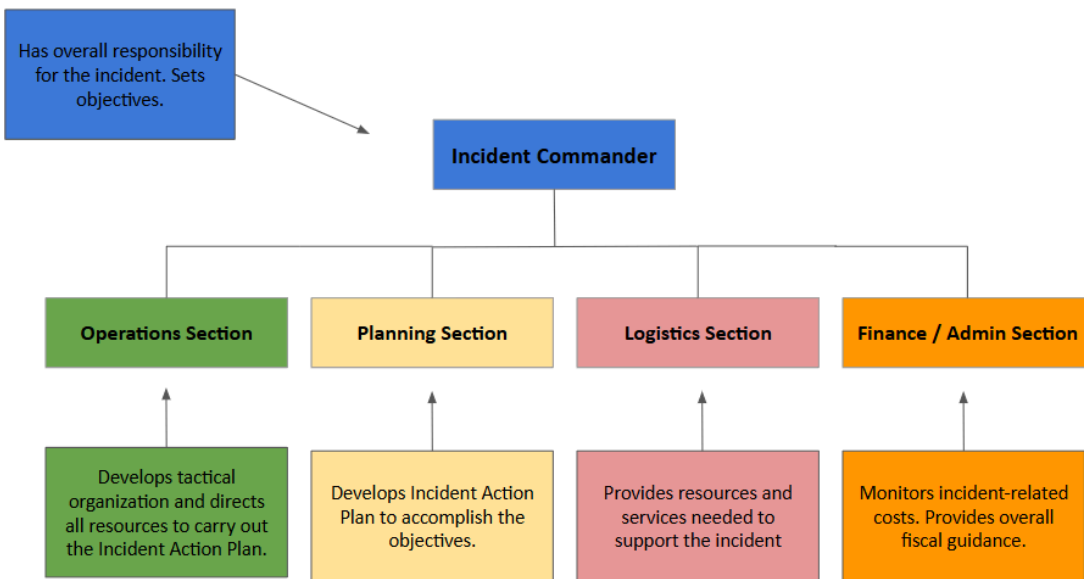
2.2.2.6 ICS Finance and Administration Section

The Finance and Administration Section is responsible for reviewing expenditures, allocating funds, and managing all other financial considerations. The Finance and Administration Section Chief manages the section and reports to the IC.

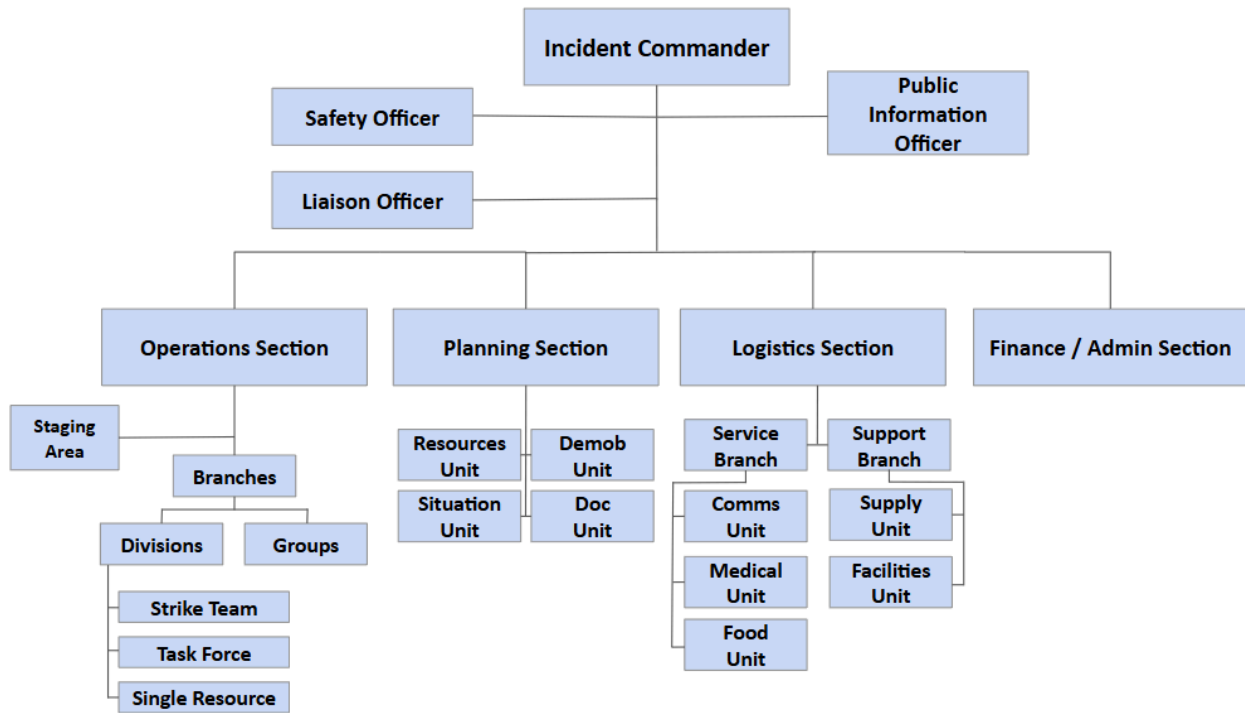
2.2.2.7 ICS Intelligence and Investigation Section

During certain incidents, the IC may choose to add an ICS Intelligence and Investigation Section. This section is responsible for investigating possible crimes and gathering information to prevent future threats.

Visual 2.1 Incident Command Sections Explained



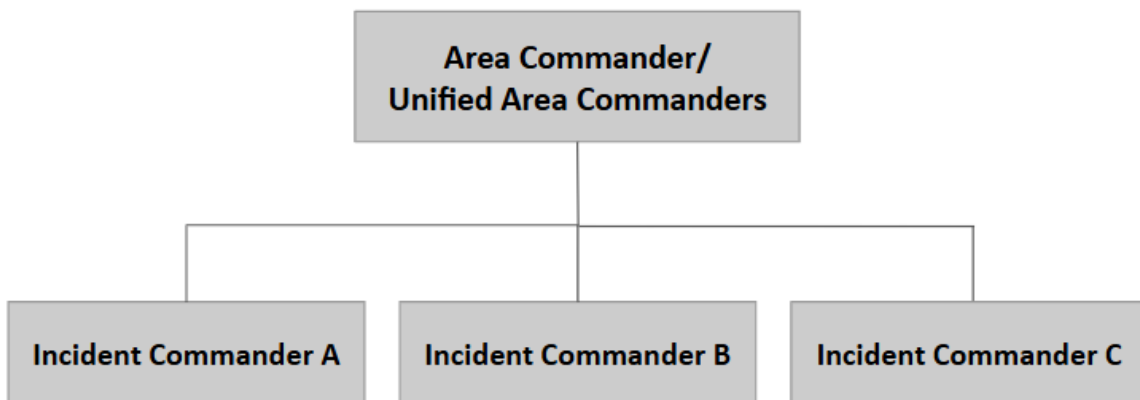
Visual 2.3 ICS Chart



2.2.2.8 Area Command

For emergency incidents spanning multiple geographic locations, an Area Command may be established. An Area Command structure consists of an individual or unified command structure that oversees multiple incident locations which are in turn managed by their own IC and ICS structure. An Area Commander (AC) is responsible for the operational response components of the incident area and the effective deployment of resources to each of the area's ICs and UCs.

Visual 2.4 Area Command



2.2.3 Emergency Operations Center (EOC)

2.2.3.1 EOC Purpose and Application

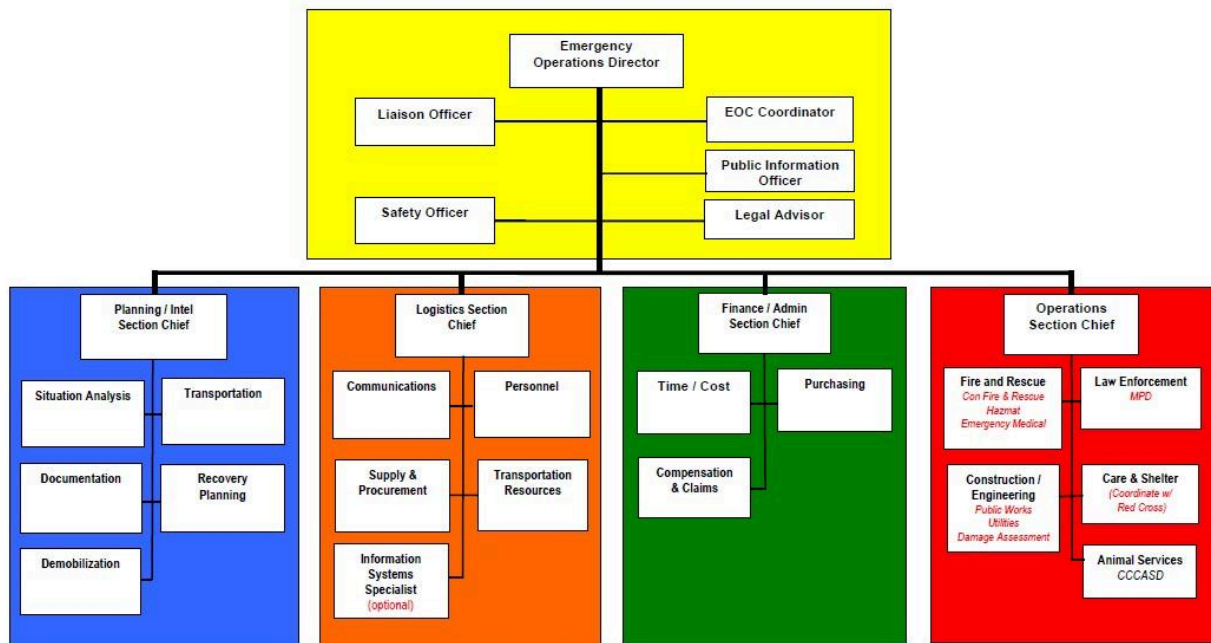
Typically the EOC activates at the discretion of the City's Emergency Management Director in consultation with the City Manager and Emergency Management Coordinator, all who are part of the Office of Emergency Management (OEM). The EOC is established to manage an emergency or disaster that is beyond the normal capabilities of one or two departments. The EOC does not usurp the responsibilities of an IC but instead supports ICs while managing citywide emergency needs by mobilizing resources, tracking costs, planning for future needs and addressing issues that are beyond the focus of any individual incident. EOC operations are guided by an EOC Action Plan that outlines objectives for each operational period. The OEM maintains primary and alternate EOC facilities for Portland. The Primary EOC is located in the Munjoy Hill / Cummings Center building at 134 Congress Street. If needed, a back up EOC can be established at the Police DOC, AEOC, or Public Works DOC.

Similar to the ICS structure, the EOC is scalable, modular and flexible to meet the demands of each emergency. If the EOC is going to be activated for an extended period of time, generally the operational periods will be either 12 or 24 hours at a time.

2.2.3.2 EOC Management Section

The EOC Management Section is responsible for setting the EOC strategic objectives, making key citywide emergency management decisions and supporting each of the other sections as they work to achieve these objectives. Coordination between the EOC and the Incident Command Post is done through the Liaison Officer. The City Manager serves as the EOC Director or delegates this role to another senior City official. Portland does not establish a separate policy group or multi-agency coordination group (MAC Group) to issue emergency policy directives.

Visual 2.5 EOC Functional Chart



2.2.3.3 EOC Operations Section

The EOC Operations Section is the coordination conduit between the EOC and the response organizations in the field. The EOC Operations Section provides updates from the public and private organizations involved in emergency response activities to track progress towards achieving the EOC’s strategic objectives. Additionally, the EOC Operations Section identifies unmet response needs and works with the logistics sections to meet them. The EOC Operations Section Chief leads the EOC Operations Section.

2.2.3.4 EOC Planning Section

The EOC Planning Section is responsible for gathering status updates from the other EOC sections, forecasting future incident demands, resource accountability, and creating plans to accomplish the EOC’s strategic objectives for each upcoming operational period. The Planning Section prepares EOC Action Plans and situation reports. In addition, the Planning Section begins planning recovery actions during the initial response phase of an emergency. The EOC Planning Section Chief leads the EOC Planning Section.

2.2.3.5 EOC Logistics Section

The EOC Logistics Section is responsible for ordering, tracking and overseeing delivery of all resources requested through the EOC. Departments may deploy their internal resources or other resources for which there are pre-existing agreements without processing the request through the EOC Logistics Section. The EOC Logistics Section coordinates with the EOC Finance and Administration Section to track expenditures and adhere to spending limits. The EOC Logistics Section Chief leads the EOC Logistics Section.

2.2.3.6 EOC Finance and Administration Section

The EOC Finance and Administration Section is responsible for managing all emergency expenditures by setting purchase limits, tracking costs and managing claims. The EOC Finance and Administration Section is also responsible for coordinating with the Plans Section to quantify damage estimates to determine possible eligibility for state and federal disaster assistance programs. The EOC Finance and Administration Section Chief leads the EOC Finance and Administration Section.

2.2.3.7 IT Information Section

The IT Information Section is part of the Logistics Section and is responsible for managing all technology, including camera systems, dashboards, computers, networks, communications, information sharing tools and Geographic Information Systems (GIS). The EOC Information Section also houses the Amateur Radio Emergency Service (ARES), which provides auxiliary communication capability to the EOC. The IT Information Section Chief leads the IT Information Section.

2.2.3.8 EOC Liaison Section

The EOC Liaison Section is responsible for managing relationships and communications with a wide array of organizations including City Council, other EOCs, Portland Public Schools, the State of Maine Emergency Management Agency and the private sector. The EOC Liaison Section consists of standing positions as well as numerous ad hoc positions that can be filled by representatives from various companies and organizations affected by the emergency. The EOC Liaison Section Chief leads the EOC Liaison Section.

2.2.4 Joint Information System (JIS) & Center (JIC)

During an emergency, the City must gather information from a myriad of departments, partner organizations, media outlets and open source platforms; synthesize it into clear messaging; and communicate the message with one voice to the public. For small incidents, this is accomplished using a Joint Information System (JIS) in which an agency's Public Information Officer (PIO) coordinates messaging with relevant organizations and then communicates directly

with the public. During a significant emergency, however, public information demands quickly outpace the ability of one PIO, and the JIC must be activated. The JIC brings together public information professionals from across the City in one location to manage citywide media relations, public relations, public warnings and advisories, and media monitoring. The JIC is led by the PIO, who reports directly to the EOC Director when the EOC is active and to the City Manager, or his or her designee, when the EOC is inactive.

2.2.5 Incident Management Assistance Teams (IMATs)

Incident Management Assistance Teams (IMATs) are small groups of County or State personnel (typically about 5 members) that deploy to an EOC during a large emergency that may require assistance. An IMAT's primary responsibility is to coordinate with the local EOCs to support the deployment of state or federal resources to assist in response and recovery efforts. IMATs do not possess direction and control authority. Instead, an IMAT supports the City and state as they exercise their respective emergency management responsibilities and authorities. Portland coordinates with IMAT teams through Cumberland County first and a State IMAT team if the emergency should warrant additional support. Portland may request an IMAT for incidents that are highly complex, long duration, or when the incident overwhelms the City's capabilities.

2.2.6 Disaster Assistance Center (DAC)

Portland's EOC may establish Disaster Assistance Centers (DACs) to serve as a clearinghouse for recovery assistance during an emergency or declared disaster. Each DAC provides disaster assistance to residents, visitors and businesses. These services include financial, insurance, employment and housing assistance, among others. DACs are staffed by representatives from public, private and non-profit recovery service providers. DACs coordinate with the EOC through the EOC Liaison Section's DAC Branch.

If the City and or Cumberland County is included in a Presidential Disaster Declaration, a DAC may transition to a Disaster Recovery Center (DRC) by integrating state and federal staff into the existing DAC. The DRC structure makes resources available that may not be regularly offered or are depleted at the local level. DRC supervision is provided jointly by the Federal Emergency Management Agency (FEMA), state and local managers through the Joint Field Office (JFO). The process of establishing a DRC is initiated through a recommendation by the State Coordinating Officer (SCO) to the Federal Coordinating Officer (FCO) overseeing federal operations for the disaster.

2.2.7 Mass Casualty Management Structures

2.2.9.1 Victim Identification Center (VIC)

The rapid identification of human remains during a mass fatality incident is critical to supporting victims' families and informing any ongoing investigation. If the normal resources of the Medical Examiner's Office are overwhelmed, the City may establish a Victim Identification Center (VIC) to augment and expedite the City's existing victim identification capabilities. The VIC is responsible for collecting records, data, DNA and other resources to identify victims and assist the Family Assistance Center (FAC) in managing the missing persons list.

2.2.9.2 Family Assistance Center (FAC)

A Family Assistance Center (FAC) may be established following a mass casualty incident to assist the families of the missing, injured or deceased. FACs are responsible for managing the missing persons list and informing family members of the status of their loved ones. This often includes answering questions from family members who arrive at the FAC or who call in for information. The FAC may also provide initial psychological, spiritual and emotional support services to the family members of those affected. The FAC Coordinates its operations with City emergency management efforts through the EOC.

2.2.8 Public Alert and Warning

The purpose of the Public Alert and Warning function is to ensure that timely, accurate, and actionable emergency information is disseminated to the public before, during, and after an incident. Effective alerts help protect life and property, guide protective actions, and maintain public confidence.

2.2.8.1 Authority

The City of Portland's public alert and warning activities are conducted under the authority of:

- Maine Revised Statutes Title 37-B, Chapter 13 (Emergency Management)
- Federal Emergency Management Agency (FEMA) Integrated Public Alert and Warning System (IPAWS) guidelines
- Local emergency management ordinance and operational policies

This section summarizes the key elements of the City of Portland's Public Alert and Warning program in a matrix format, grouping related elements under their respective categories for clarity and ease of reference.

Table 2.4 Key Elements of Public Alert and Warning

Category	Element	Description
Primary Agencies and Roles	Office of Emergency Management (OEM)	Coordinates citywide alert and warning efforts and ensures alignment with Cumberland County EMA and Maine EMA protocols
	Public Information Officer (PIO)	Develops and approves public messaging in coordination with the Joint Information System (JIS) and Joint Information Center (JIC) when activated. Operates and maintains City communication channels, including website, social media, and mass notification systems.
	Communications & Digital Services Department	
	Police and Fire Departments	Provide incident-specific information to the OEM/PIO for rapid dissemination
	City Manager	Authorizes major alerts when required by policy or in sensitive situations
Methods of Notification	Wireless Emergency Alerts (WEA) via IPAWS	Life-safety threats requiring immediate public action
	Emergency Alert System (EAS)	Widespread or multi-jurisdictional emergencies
	City Mass Notification System	Localized incidents or public information needs
	Social Media Platforms	General updates, advisories, and situational awareness
	City Website Alerts	Supplementary to other alerts; ongoing incident updates
	Press Releases / Media Briefings	Provide details, context, and updates to media outlets and the public
	Outdoor Warning Systems	Localized audible alerts for immediate protective actions

	Door-to-Door Notifications	Used in high-priority or inaccessible areas
Message Development and Approval	Common Alerting Protocol (CAP) Format	Standardized format for interoperability and compliance
	PIO & Incident Command Coordination	Ensures timeliness, accuracy, and actionable guidance
	Sensitive Alert Protocols	Allows expedited release without full administrative approval when time-critical
Accessibility	Plain Language Messaging	Easily understood by the general public
	Language Translation	Where feasible, translated into commonly spoken languages in the community
	ADA-Compliant Formats	Accessible to individuals with visual, hearing, or cognitive impairments
Coordination	Regional & State Alignment	Coordination with Cumberland County EMA, Maine EMA, and neighboring municipalities
	Joint Information System (JIS)	Integrated messaging during regional or statewide incidents
Testing and Training	Annual System Testing	Testing of public alerting systems at least annually or as required
	Staff Training	Annual training for staff authorized to issue or approve alerts

2.2.9 Public Protective Actions

2.2.9.1 Introduction

Public protective actions consist of instructions to the public to take measures to protect their lives, property and wellbeing. These orders may be issued by an IC for an incident scene or by the City Manager for large portions of the City. While there are many potential public protective action orders that may be issued, the most common are detailed below.

2.2.9.2 Evacuation

Evacuation orders are notices to the public to leave a geographic area. Evacuation areas can be a single city block or a large portion of the City. Evacuations must consider the transportation needs and accessibility challenges of people in the area being evacuated. Affected populations must also be given information regarding safe evacuation routes. Additionally, an evacuation center should be set up to receive evacuees and provide information related to returning to the evacuated area or support evacuees through an extended displacement. Evacuations also require significant coordination to ensure safe and organized re-entry and reoccupation of evacuated areas. The Portland Police Department & Portland Fire Department are responsible for enforcing and carrying out evacuation orders.

2.2.9.3 Shelter in Place

Certain threats require the public to immediately go indoors and stay there until told it is safe to leave. This type of protective action is typically implemented to address immediate security threats, police operations in an area or a hazardous materials release. The order to shelter in place is normally short-lived and targets a specific neighborhood or at-risk geographic area. For hazardous materials releases, the public may also receive instructions to close all doors, windows, flumes and other exterior openings of a structure. Portland Police and or Fire are responsible for enacting and enforcing shelter in place orders. When relevant, the Fire Department and Police Department are charged with providing subject matter expertise involving the chemical or environmental hazard and what areas should be sheltered in place.

2.2.9.4 Curfew

Curfew orders assist in preventing damages, injuries or unrest by restricting who may be outside of their home in a certain geographic area at a given time. Curfew orders should include the times of the curfew, the area of the curfew and who is exempt from the curfew. Only the City Manager has the authority to issue curfews, which are then enforced by the Police Department and publicized by the JIC.

2.2.9.5 Avoid the Area

Avoid the area orders deny access to a geographic area and instruct the public to avoid that area. Avoid the area orders are often issued in tandem with orders to those living, working or otherwise doing business in the restricted area to shelter in place or evacuate. The Police Department is responsible for enacting and enforcing avoid-the-area orders.

2.2.9.6 Public Health Protective Actions

Public health protective actions are as varied as the public health threats that may face the City. For example, contamination of the City's drinking water may result in instructions to boil or not use tap water. Portland Water District is responsible for issuing Boil Water, Do Not Drink, or Do Not Use Order. For communicable diseases, certain quarantine, isolation, or social distancing orders may be issued. Subsequent to a state of emergency and upon the recommendation of subject matter expertise or any lead agency, the City Manager may issue a public health protective action. Portland Public Health is responsible for implementing public health protective actions and coordinating with all relevant lead, support and partner organizations.

SECTION 3: ROLES AND RESPONSIBILITIES

3.1 Organizational Emergency Functions

3.1.1 Emergency Functions Overview

City departments and outside partner organizations have critical emergency management roles, categorized by core capability. Core capabilities are the key functions necessary to comprehensively address Portland's five emergency management mission areas: **Prevention, Protection, Mitigation, Response** and **Recovery**. Each City department and external organization supports Portland's core capabilities as either the lead agency, support agency or a partner organization.

3.1.1.1 Lead Agencies / Organizations

Lead agencies are Portland departments that are assigned primary responsibility for coordinating the community's effort to address a capability. Lead agencies are not expected to address their core capabilities alone but are instead charged with organizing support from other City departments and external organizations. Lead agencies are ultimately accountable to the City Manager for the development of their core capability.

3.1.1.2 Support Agencies / Organizations

Support agencies are Portland departments that assist the lead agency in accomplishing an assigned core capability. Core capabilities are assigned only one lead agency, but they may have numerous support agencies that bring an array of useful assets and skill sets. Support agencies work in coordination with the lead agency but are ultimately accountable to the City Manager for assisting the lead agency in developing an assigned core capability.

3.1.1.3 Partner Organizations

Partner organizations are organizations external to the City of Portland that are critical in addressing a core capability. Core capabilities may require the resources and aptitudes of numerous partner organizations to successfully build resiliency. Like support agencies, partner organizations should coordinate their efforts with the lead agency; however, partner organizations do not ultimately report to the City Manager and therefore possess more autonomy than support agencies. This concept falls in line with Unified Command under the NIMS and ICS models which are further defined in section 2.2 of this document.

3.1.2 Core Capabilities

Core capabilities must be continuously developed and evaluated to ensure the City is adequately prepared for an emergency. Portland's core capabilities are listed by mission area in this section. Some capabilities are shared among all mission areas and are listed first. The five mission areas in emergency management are as follows:

- 1. Prevention:** Activities focused on avoiding, preventing, or stopping an imminent threat, such as terrorism or a mass casualty incident.
- 2. Protection:** Capabilities aimed at securing the homeland against threats and hazards, protecting citizens, residents, visitors, and assets.
- 3. Mitigation:** Actions taken to reduce the loss of life and property damage by lessening the impact of future disasters.
- 4. Response:** Actions taken immediately before, during , or after an incident to save lives, protect property and the environment, and meet basic human needs.
- 5. Recovery:** Activities that focus on restoring the affected area to its pre-incident condition.

The Prevention and Protection Mission Areas share a number of common capabilities and are grouped together in this core capability section.

3.1.2.1 Capabilities Shared Among All Mission Area

- Operational Coordination: Establish and maintain a unified and coordinated operational structure and process that integrates all critical stakeholders and supports the execution of core capabilities.
- Planning: Create an ongoing and systematic process engaging the whole community in the development and execution of strategic, operational and/or tactical-level approaches to meet defined objectives.
- Public Information and Warning: Deliver coordinated, prompt, reliable and actionable information to the whole community through the use of clear, consistent, and culturally and linguistically appropriate communications regarding any threat or hazard, including the actions taken and the assistance available.

3.1.2.2 Prevention and Protection Mission Areas

- Access Control and Identity Verification: Apply and support necessary physical, technological and cyber measures to control access to critical locations and systems.
- Cyber Security: Protect (and if needed, restore) electronic communications systems, data and services from damage, unauthorized use, and exploitation.
- Forensics and Attribution: Conduct forensic analysis (including means, methods and attribution) of terrorist acts and/or preparation for an attack in an effort to prevent initial or follow-on acts and/or swiftly develop counter-options.
- Intelligence and Information Sharing: Gather and provide timely, accurate and actionable information concerning physical and cyber threats; the development, proliferation, or use of weapons of mass destruction; or any other matter threatening Portland's security. Information sharing is the ability to exchange intelligence, information, data or knowledge among government or private sector entities.
- Interdiction and Disruption: Delay, divert, intercept, halt, apprehend or secure threats and/or hazards.
- Physical Protective Measures: Implement and maintain risk-informed countermeasures and policies protecting people, structures, materials, products and systems associated with key operational activities and critical infrastructure.
- Risk Management for Protection Programs: Identify, assess and prioritize risks to inform protection activities, countermeasures and investments.

- Screening, Search and Detection: Identify, discover and locate threats and/or hazards through active and passive surveillance and search procedures. This may include the use of systematic examinations and assessments, bio surveillance, sensor technologies or physical investigation and intelligence.
- Supply Chain Integrity and Security: Strengthen the security and resilience of the supply chain.

3.1.2.3 Mitigation Mission Area

- Community Resilience: Enable the recognition and understanding of potential risks, encourage adequate planning for those risks and empower individuals and communities to make informed decisions necessary to adapt to, withstand and quickly recover from future incidents.
- Long-Term Vulnerability Reduction: Build and sustain resilient systems, communities, critical infrastructure and key resource lifelines to reduce vulnerability to natural, technological and human-caused threats and hazards by lessening the likelihood, severity and duration of the adverse consequences.
- Risk and Disaster Resilience Assessment: Assess risk and disaster resilience so that decision makers, responders and community members can take informed action to reduce risk and increase resilience.
- Threat and Hazard Identification: Identify the threats and hazards that could occur, determine the potential frequency and magnitude and incorporate this into planning processes to clearly understand the needs of a community or entity.

3.1.2.4 Response Mission Area

- Critical Transportation: Provide transportation (including infrastructure access and accessible transportation services) for response priority objectives, including the evacuation of people and animals, and the delivery of vital response personnel, equipment and services into the affected areas.
- Environmental Response/Health and Safety: Conduct appropriate measures to ensure the protection of the health and safety of the public and workers, as well as the environment, from all-hazards in support of responder operations and the affected communities.
- Fatality Management Services: Provide fatality management services, including decedent remains recovery and victim identification; provide mortuary processes, temporary storage or permanent internment solutions; share information with mass care services for the purpose of reunifying family members and caregivers with missing persons/remains; and provide counseling to the bereaved.

- Fire Management & Suppression: Provide structural, wild-land and specialized firefighting capabilities to manage and suppress fires of all kinds and complexities while protecting the lives, property and the environment in the affected area.
- Infrastructure Systems (Shared with the Recovery Mission Area): Stabilize critical infrastructure functions to minimize health and safety threats, and efficiently restore and revitalize infrastructure systems and services to support a viable, resilient community.
- Logistics and Supply Chain Management: Deliver essential commodities, equipment and services in support of impacted communities and survivors, to include emergency power and fuel support, as well as the coordination of access to community staples.
- Mass Care Services: Provide life-sustaining and basic services to the affected population, including hydration, feeding, sheltering, temporary housing, evacuee support, reunification and emergency supplies.
- Mass Search & Rescue Operations: Deliver traditional and atypical search-and-rescue capabilities, including personnel, services, animals and other assets to survivors in need, with the goal of saving the greatest number of endangered lives in the shortest time possible.
- On-Scene Security, Protection and Law Enforcement: Ensure a safe and secure environment through law enforcement and related security and protection operations for people and communities in affected areas and also for response personnel engaged in lifesaving and life-sustaining operations.
- Operational Communications: Ensure the capacity for timely communications in support of security, situational awareness and other emergency operations by any and all means available, among and between affected communities in the impact area and all response forces.
- Public Health, Healthcare and EMS: Provide life-saving medical treatment via emergency medical services and related operations, and avoid additional disease and injury by providing targeted public health, medical treatment and behavioral health support, and bringing medications and other medical supplies to all affected populations.
- Situational Assessment: Provide all decision makers with relevant information regarding the nature and extent of the hazard or emergency, the status of the response and any cascading effects.

3.1.2.5 Recovery Mission Area

- Economic Recovery: Return economic and business activities (including food and agriculture) to a healthy state and develop new business and employment opportunities that result in an economically viable community.
- Health and Social Services: Restore and improve health and social services capabilities and networks to promote the resilience, independence, health (including behavioral health) and well-being of the whole community.
- Housing: Implement housing solutions that effectively support the needs of the whole community and contribute to its sustainability and resilience.
- Natural and Cultural Resources: Protect natural and cultural resources and historic properties through appropriate planning, mitigation, response and recovery actions to preserve, conserve, rehabilitate and restore them consistent with community priorities and best practices and in compliance with applicable environmental and historic preservation laws and executive orders.

3.1.3 Capability Tables

According to FEMA, core capabilities are the essential elements needed to achieve the National Preparedness Goal. FEMA identifies 32 core capabilities in total. Examples include **Planning, Public Information and Warning, Operational Coordination, Community Resilience, Critical Transportation, and Public Health, Healthcare, and Emergency Medical Services**. Each capability has defined target outcomes and performance objectives that ensure a coordinated, whole-community approach to preparedness. By assessing these core capabilities, jurisdictions can identify gaps, prioritize investments, and develop training, exercises, and plans that enhance their ability to withstand and rapidly recover from disasters.

The following tables list core capabilities and identify the role that each Portland Department, agency, or outside partners play during an emergency or disaster.

Figure 3.1.3 Portland's Capability Roles by Department

Core Capability / Function	Finance	Planning & Urban Dev.	Health & Human Svcs.	Corporation Counsel	Permitting & Insp.	Police	Fire	Public Works
Operational Coordination	S	S	S	S	S	S	S	S
Planning	S	P	S	S	S	S	S	S
Public Information & Warning	S	S	S	S	S	S	S	S
Access Control & Identity Verification				S	P	S	S	
Cyber Security								
Forensics & Attribution						P	S	
Intelligence & Information Sharing						P	S	
Interdiction & Disruption						P	S	
Physical Protective Measures		S			S	S	P	S
Risk Management for Protection Programs	S			S	S	P	S	S
Screening, Search & Detection						P	S	S
Supply Chain Integrity & Security					S	S	S	P
Community Resilience	S	S	P	S	S	S	S	S
Long-Term Vulnerability Reduction		P	S		S	S	S	S
Risk & Disaster Resilience	S	S	P	S	S	S	S	S
Threat & Hazard Identification	S	S	S	S	S	S	S	S
Critical Transportation								S
Environmental Response / Health Safety			P			S	S	S
Fatality Management Services			S			S	P	
Fire Management & Suppression						S	P	
Infrastructure Systems	S	S			S	S	S	P
Logistics & Supply Chain Management	P				S	S	S	S
Mass Care Services	S		P			S	S	
Mass Search & Rescue Operations						S	P	
Scene Security, Protection & Law Enforc.						P	S	S
Operational Communications								
Public Health, Healthcare & EMS				P			S	S
Situational Assessment	S	S	S	S	S	S	S	S
Economic Recovery	P	S	S		S			
Health & Social Services			P			S	S	
Housing		P	S		S			
Natural & Cultural Resources								

P = Primary **S = Support** **O = Outside Organization**

Figure 3.3.1 Cont. Portland's Capability Roles by Department

Core Capability / Function	Parks, Rec. & Facilities	Portland Int. Jetport	City Clerk	Assessor	IT	Communication & Digital Svc.
Operational Coordination	S	S	S	S	S	S
Planning	S	S	S	S	S	S
Public Information & Warning	S	S	S	S	S	P
Access Control & Identity Verification		S	S		S	
Cyber Security					P	S
Forensics & Attribution						
Intelligence & Information Sharing						
Interdiction & Disruption						
Physical Protective Measures	S	S				
Risk Management for Protection Programs						
Screening, Search & Detection			S			
Supply Chain Integrity & Security		S				
Community Resilience	S	S	S		S	S
Long-Term Vulnerability Reduction	S	S				
Risk & Disaster Resilience	S	S				
Threat & Hazard Identification	S	S				
Critical Transportation		P				
Environmental Response / Health Safety	S	S				
Fatality Management Services						
Fire Management & Suppression						
Infrastructure Systems	S	S				
Logistics & Supply Chain Management		S				
Mass Care Services	S					
Mass Search & Rescue Operations						
On-Scene Security, Protection & Law Enf.						
Operational Communications					S	P
Public Health, Healthcare & EMS						
Situational Assessment	S	S				
Economic Recovery	S	S				
Health & Social Services						
Housing						
Natural & Cultural Resources	P					

P = Primary **S = Support** **O = Outside Organization**

3.1.4 Other Emergency Responsibilities

In addition to the specific authorities and responsibilities assigned to City leadership, departments, and agencies, all City personnel and partner organizations share common emergency responsibilities that support the overall readiness and resilience of the City of

Portland. These responsibilities ensure a coordinated, efficient, and effective response to all hazards.

3.1.4.1 General Responsibilities for All City Departments and Agencies

- **Plan Familiarity and Compliance:** Maintain familiarity with the Emergency Operations Plan (EOP), Hazard-Specific Annexes, and relevant departmental procedures, and execute assigned roles in accordance with these documents.
- **Continuity of Operations:** Maintain a departmental Continuity of Operations Plan (COOP) to ensure the ability to perform essential functions during and after an incident
- **Resource Management:** Identify, maintain, and make available resources, equipment, and personnel that may be required to support emergency operations.
- **Situational Reporting:** Provide timely and accurate information on departmental status, capabilities, and needs to the Emergency Operations Center (EOC) or Incident Command.
- **Staff Training:** Ensure that personnel are trained in their emergency roles and participate in City-led exercises and drills as required.
- **Workforce Accountability:** Maintain rosters and contact information to account for all employees during emergencies and ensure personnel safety.
- **Damage Assessment:** Assist in the collection and reporting of preliminary damage and impact assessments within the department's areas of responsibility.
- **Public Information Support:** Provide subject matter expertise to the Public Information Officer (PIO) for the development of coordinated public messaging.

3.1.4.2 Responsibilities for Partner Organizations

- **Coordination:** Maintain liaison with the City's Office of Emergency Management and participate in EOC operations when requested.
- **Mutual Aid Support:** Provide personnel, equipment, and services in accordance with existing mutual aid agreements or memoranda of understanding (MOUs).
- **Information Sharing:** Exchange timely and relevant information to support a common operating picture across all responding organizations.

3.1.4.3 Responsibilities for All Personnel

- **Personal Preparedness:** Maintain personal and family emergency plans to ensure availability during a City emergency.
- **Compliance with Direction:** Follow lawful orders and directions issued by the Incident Commander, EOC Manager, or department leadership during emergency operations.
- **Safety Practices:** Adhere to safety guidelines and report hazards or unsafe conditions to supervisors immediately.

3.2 Responsibilities: City of Portland Departments

3.2.1 Finance Department

Legal Authority: Portland City Code Chapter 2 Sec. 2-17 (f)

Capabilities Led: Risk Management for Protection Programs

EOC Positions Staffed: EOC Finance & Admin Section Chief, EOC Documentation Branch, EOC Cost/Time Branch, EOC Claims & Compensation Branch, EOC Risk Manager Branch, EOC Safety Officer, EOC Scribe

JIC Positions Staffed: None

DOC Managed: None

Incident Management Responsibilities: None

Major Emergency Management Responsibilities:

- Coordinate with the EOC's Finance and Administration Section to set citywide spending limits for emergency response activities.
- Ensure employees, contractors and vendors continue to be paid during an emergency.
- Coordinate with all City departments and agencies to track, collect and catalog all emergency expenditures.
- Identify mission essential functions that must be maintained or rapidly restored during an emergency and maintain a department specific continuity of operations plan to address these functions.
- As the City's lead agency for disaster finance and administration, account for all internal emergency/disaster related expenditures and report these expenditures to the EOC Finance and Administration Section with the appropriate supporting documentation.

3.2.2 Planning & Urban Development Department

Legal Authority: Portland City Code Chapter 2 Sec. 2-17 (h)

Capabilities Led: None

EOC Positions Staffed: EOC Plans Section Chief, EOC Situation Branch, EOC Advance Planning Branch, EOC Recovery Branch, EOC Resources Branch

JIC Positions Staffed: None

DOC Managed: None

Incident Management Responsibilities: Incidents related to the structural habitability of buildings and or recovery efforts

Major Emergency Management Responsibilities:

- Assist with the demolition of any unsafe structures.

- Assist with GIS mapping as needed to identify environmental hazards.
- Assist Permitting and Inspections Department in evaluating structural stability of public infrastructure.
- Oversee the long-term recovery operations of the City.
- Advise recovery and rebuilding efforts to ensure compliance with the Portland Comprehensive Plan, otherwise known as [Portland's Plan 2030](#).
- Vet and credential vendors and residents for re-entry operations.
- Identify mission essential functions that must be maintained or rapidly restored during an emergency and maintain a department specific continuity of operations plan to address these functions.
- Account for all internal emergency/disaster related expenditures and report these expenditures to the EOC Finance and Administration Section with the appropriate supporting documentation.

3.2.3 Health and Human Services Department

Legal Authority: Portland City Code Chapter 2 Sec. 2-17 (g)

Capabilities Led: Health and Safety; Mass Care Services; Public Health, Healthcare

EOC Positions Staffed: EOC Public Health and Environment Branch,

JIC Positions Staffed: JIC Status Board Administrator

DOC Managed: Public Health and Environment DOC

Incident Management Responsibilities: Public health emergencies, environmental emergencies, animal health emergencies.

Major Emergency Management Responsibilities:

- Public Health: Lead citywide public health preparedness, response, and recovery efforts.
- Public Health: Support the JIS or JIC with public information messaging for incidents involving public health.
- Public Health: In coordination with Maine CDC, support the implementation of emergency behavioral health provider support to incident scenes, the EOC, shelters, DACs or other locations.
- Public Health: In coordination with the Maine CDC, provide vector control by assessing the threat of vector-borne diseases following a major emergency or disaster, providing technical assistance and offering protective actions regarding vector-borne threats.
- Public Health: Assist in fatality management efforts, including management of the Victim Identification Center (VIC).
- Public Health: Assist the Maine CDC in public health surveillance and disease investigations

- Public Health: Support the activation and enforcement of pharmaceutical and non-pharmaceutical public health interventions deemed necessary
- Public Health: Complete any necessary community health assessments associated with the emergency, as relevant.
- Public Health and Social Services: Establish, staff, and equip emergency shelters and other temporary housing options (including accessible housing) for the affected population.
- Social Services: Administer emergency financial assistance and housing support programs.
- Social Services and Office of Elder Affairs: Coordinate with social service agencies and volunteer organizations to ensure continuity of care.
- Office of Elder Affairs: Identify and maintain contact with vulnerable older adult populations.
- Office of Elder Affairs: Support public messaging targeted to older adults, including accessibility considerations.
- Office of Elder Affairs: Assist with sheltering and resource distribution tailored to seniors' needs.
- All: Ensure equitable access to services for all residents, especially vulnerable populations.

3.2.4 Corporation Counsel / Legal Department

Legal Authority: Portland City Code Chapter 2 Sec. 2-17 (e)

Capabilities Led: None

EOC Positions Staffed: EOC City Attorney, EOC Contracting Branch

JIC Positions Staffed: None

DOC Managed: None

Incident Management Responsibilities: None

Major Emergency Management Responsibilities:

- Advise the City Manager and Mayor concerning the legal implications of emergency management decisions and declaring an emergency declaration.
- Vet all emergency contracts to ensure compliance with laws, regulations, and state and FEMA guidelines.
- Risk Management: Manage emergency volunteer waivers, insurance and liability issues.
- Risk Management: Determine what losses to the City during an emergency are covered by insurance and calculate the total uninsured loss.
- Ensure all emergency intergovernmental agreements and mutual aid contracts comply with applicable laws and regulations.
- Review all emergency plans for legality.

- Identify mission essential functions that must be maintained or rapidly restored during an emergency and maintain a department specific continuity of operations plan to address these functions.
- Account for all internal emergency/disaster related expenditures and report these expenditures to the EOC Finance and Administration Section with the appropriate supporting documentation.

3.2.5 Permitting and Inspections Department

Legal Authority: Portland City Code Chapter 2 Sec. 2-17 (h) (*The Directors of both Planning & Urban Development and Permitting & Inspections fall under same section of Portland city code for authority*)

Capabilities Led: None

EOC Positions Staffed: EOC Plans Section Chief, EOC Situation Branch, EOC Advance Planning Branch, EOC Recovery Branch, EOC Resources Branch

JIC Positions Staffed: None

DOC Managed: None

Incident Management Responsibilities: Incidents related to the structural habitability of buildings and or recovery efforts

Major Emergency Management Responsibilities:

- Assist with initial damage assessments of all private businesses and homes within the City of Portland.
- Assist in the restoration of operations at licensed facilities following an emergency through expedited permitting and communicating the needs of licensed facilities to the EOC
- Evaluate structural stability and safety of homes and businesses.
- Oversee the demolition of any unsafe structures.
- Assist with initial damage assessments of all private businesses and homes within the City of Portland.
- Evaluate structural stability and safety of homes and businesses.
- Respond and assist Fire Department, Police Department and other departments during emergencies involving structures for; licensing, stability, and damage assessment.
- Evaluate structural stability of public infrastructure.
- Oversee the long-term recovery operations of the City.
- Vet and credential vendors and residents for re-entry operations.
- Conduct initial damage assessments of all private businesses and homes within the City of Portland.
- Evaluate structural stability and safety of homes and businesses.

- Respond to emergencies involving public restaurants and Portland licensed vendors.
- Assist Technology Services as needed with mapping environmental hazards.
- Identify mission essential functions that must be maintained or rapidly restored during an emergency and maintain a department specific continuity of operations plan to address these functions.
- Account for all internal emergency/disaster related expenditures and report these expenditures to the EOC Finance and Administration Section with the appropriate supporting documentation.

3.2.6 Police Department

Legal Authority: Portland City Code Chapter 2-17 (c); Chapter 20; Maine Statutes 30-A M.R.S. §2671

Capabilities Led: Forensics and Attribution; Intelligence and Information Sharing; Screening, Search, and Detection; Access Control and Identity Verification; Physical Protective Measures; Supply Chain Integrity and Security; Response to Mass Casualty incidents; Bomb Threats; On-Scene Security; Protection and Law Enforcement

EOC Positions Staffed: EOC Operations Section Chief, EOC Police Branch, EOC 911 Branch, EOC Evacuation Branch, EOC Security Branch, EOC Scribe

JIC Positions Staffed: JIC Warning Coordinator, JIC Media Relations Branch, JIC Social Media Branch, JIC Dissemination Branch

Communication Center/DOC Managed: 911 Communications

Incident Management Responsibilities: Law enforcement incidents, criminal investigation incidents, fire suppression incidents, search and rescue incidents, hazardous materials incidents (initial response only), search-and-rescue incidents, technical rescue incidents, evacuations and shelter-in-place orders.

Major Emergency Management Responsibilities:

- 911 Communications: Issue initial warning to the public through the 911 system, the Emergency Alert System (EAS) and Wireless Emergency Alerts (WEA). Alerts are issued in geographically targeted means and with attention to various access and functional needs. Use of Integrated Public Alert & Warning System (IPAWS) in collaboration with County & State EMA.
- 911 Communications: Take calls for assistance through 911 and dispatch the appropriate resources to incidents throughout the City.
- 911 Communications: Serve as the City's primary entity for routine emergency information gathering, detection and monitoring.
- 911 Communications: Manage Police and Fire response resources and triage calls by priority when resources are limited.

- 911 Communications: Request mutual aid or other routine first-response resources to assist in incident response.
- Police: Provide law enforcement, incident investigation, forensic analysis and crime prevention services.
- Police: Establish and enforce perimeters around incident scenes or critical infrastructure.
- Police: Partner with Health and Human Services and other providers to provide behavioral health services to emergency victims.
- Police: Coordinate victim identification and family reunification operations.
- Police: Make initial evacuation decisions and coordinate with 911 communications to issue public warnings.
- Police: Provide continuous on-scene protection at shelter sites.
- Police: Issue and enforce evacuation and shelter-in-place orders.
- All: Provide subject matter experts and public information officers to help manage incidents.
- All: Support and control traffic flow around critical emergency facilities.
- All: In coordination with the OEM, maintain mutual aid agreements for emergency response resources with entities external to the City.
- All: Maintain tactical level incident plans related to crowd control, response deployment, facility pre-plans, triage or other relevant incident response tasks.
- All: Identify mission essential functions that must be maintained or rapidly restored during an emergency and maintain a department specific continuity of operations plan to address these functions.
- All: Account for all internal emergency/disaster related expenditures and report these expenditures to the EOC Finance and Administration Section with the appropriate supporting documentation.

3.2.7 Fire Department

Legal Authority: Portland City Code Chapter 2 Sec. 2-17 (c); Chapter 10 Fire Prevention

Capabilities Led: Intelligence and Information Sharing; Fire Management and Suppression; Emergency Medical Response; Fire Prevention and Fire Investigation; Access Supply Chain Integrity and Security; Mass Search and Rescue Operations; Technical Rescue and Water Rescue; Emergency response to all five Islands; and Public Education.

EOC Positions Staffed: EOC Operations Section Chief, EOC Planning Section Chief, EOC Fire Rescue Branch, EOC 911 Branch, EOC Evacuation Branch, EOC Scribe,

JIC Positions Staffed: JIC Warning Coordinator, JIC Media Relations Branch, JIC Social Media Branch, JIC Dissemination Branch

Communication Center/DOC Managed: 911 Communications

Incident Management Responsibilities: Law enforcement incidents, criminal investigation incidents, fire suppression incidents, search and rescue incidents, hazardous materials incidents (initial response only), search-and-rescue incidents, technical rescue incidents, evacuations and shelter-in-place orders.

Major Emergency Management Responsibilities:

- Provide fire suppression, fire prevention, search-and-rescue services and hazardous materials response.
- Provide emergency medical services at the Advanced Life Support (ALS) level.
- Provide fire code regulation/enforcement.
- Provide technical rescue response (swift water, open water, ice, confined space, structural collapse/instability, rope rescue and high/low angle rescue).
- Conduct evacuations of residents from unsafe structures.
- Coordinate victim identification and family reunification operations.
- Make initial evacuation decisions and coordinate with 911 communications to issue public warnings.
- Issue and enforce evacuation and shelter-in-place orders.
- Provide buses and trucks for the movement of responders, evacuees or supplies.
- Provide subject matter experts and public information officers to help manage incidents.
- Support and control traffic flow around critical emergency facilities.
- In coordination with the OEM, maintain mutual aid agreements for emergency response resources with entities external to the City.
- Maintain tactical level incident plans related to crowd control, response deployment, facility pre-plans, triage or other relevant incident response tasks.
- Identify mission essential functions that must be maintained or rapidly restored during an emergency and maintain a department specific continuity of operations plan to address these functions.
- Account for all internal emergency/disaster related expenditures and report these expenditures to the EOC Finance and Administration Section with the appropriate supporting documentation.

3.2.8 Public Works Department

Legal Authority: Portland City Code Chapter 2 Sec. 2-17 (d) (*The Directors of both Public Works and Parks, Recreation, and Facilities fall under the same section of Portland City Code for authority*)

Capabilities Led: Critical Transportation, Infrastructure Systems

EOC Positions Staffed: EOC Fleet and Fuels Branch, EOC Infrastructure Branch, EOC Transportation Branch, EOC Utilities Branch, EOC Damage Assessment Branch, EOC Debris Management Branch, EOC WebEOC Resource Ordering Branch

JIC Positions Staffed: JIC Field Information Branch

DOC Managed: Traffic Management Center (TMC)

Incident Management Responsibilities: Utility interruptions, water shortages, transportation incidents

Major Emergency Management Responsibilities:

- Fleet Management: Assist in maintaining fuel needs and mechanical readiness for vehicles involved in emergency operations.
- Street Maintenance: Manage debris collection, staging, sorting and disposal operations.
- Street Maintenance: Maintain primary and contingency debris management and monitor contracts to augment the City's debris management capabilities.
- Street Maintenance: Maintain Portland's transportation infrastructure and provide rapid repair of key transportation pathways.
- Traffic Operations: Oversee transportation and traffic management operations from the State of Maine DOT.
- Traffic Operations: Assist in routing and traffic control during evacuations.
- Water Resources: Maintain Portland's wastewater/stormwater and flood mitigation infrastructure.
- All: Coordinate with public and private sector partners to ensure the maintenance or rapid restoration of energy and utility services.
- All: Conduct initial damage assessments of Portland's wastewater, fiber optic and transportation networks in coordination with the Portland Water District (PWD).
- All: Assist in providing heavy equipment as needed for certain recovery and response efforts.
- All: Identify mission essential functions that must be maintained or rapidly restored during an emergency and maintain a department specific continuity of operations plan to address these functions.
- All: Account for all internal emergency/disaster related expenditures and report these expenditures to the EOC Finance and Administration Section with the appropriate supporting documentation.

3.2.9 Parks, Recreation, and Facilities Department

Legal Authority: Portland City Code Chapter 2 Sec. 2-17 (d) (*The Directors of both Public Works and Parks, Recreation, and Facilities fall under the same section of Portland City Code for authority*)

Capabilities Led: Natural and Cultural Resources

EOC Positions Staffed: EOC Parks and Recreation Branch

JIC Positions Staffed: JIC Gathering, Writing, Production and Analysis (GWPA) Branch – Info Gathering

DOC Managed: None

Incident Management Responsibilities: Incidents occurring on/in Parks and Recreation property and facilities (often conducted in unified command with other departments).

Major Emergency Management Responsibilities:

- Provide land for debris management sites and response staging areas.
- Conduct initial Damage Assessments of all Parks and Recreation facilities within the City.
- Conduct initial Damage Assessments of all Public Buildings and Waterfront Facilities within the City.
- Create and maintain mitigation strategies for hazards affecting parks, trails, public buildings, and City owned waterfront facilities.
- Coordinate and conduct debris removal in conjunction with Public Works.
- Provide public buildings and/or recreation facilities and staff to establish DACs and shelters.
- Coordinate facilities and support personnel to manage LSAs, C-PODs and P-PODs.
- Provide personnel, vehicles, and resources for DACs, shelters and emergency logistics operations.
- Coordinate with public safety agencies to ensure event safety and security.
- Integrate emergency planning into large-scale event operations.
- Serve as liaison to event organizers during emergencies that impact public gatherings.
- Support public information dissemination during planned events and unplanned incidents affecting event activities.
- Identify mission essential functions that must be maintained or rapidly restored during an emergency and maintain a department specific continuity of operations plan to address these functions.
- Account for all internal emergency/disaster related expenditures and report these expenditures to the EOC Finance and Administration Section with the appropriate supporting documentation.

3.2.10 Portland International Jetport (PWM)

Legal Authority: Portland City Code Chapter 18 Article IV Airport Facilities § 18.81 14 C.F.R. Part 139; 49 C.F.R. § 1542; 14 C.F.R. 91.137; 29 C.F.R. 1910.120; 29 C.F.R. 1910.1200

Capabilities Led: None

EOC Positions Staffed: EOC Airport Branch

JIC Positions Staffed: None

Communication Center/DOC Managed: Airport Emergency Operations Center (AEOC)

Incident Management Responsibilities: Incidents, aviation-related or otherwise, on airport property

Major Emergency Management Responsibilities:

- Maintain or restore Portland's air transportation infrastructure to meet the needed capacity following an emergency.
- Maintain an Airport Emergency Plan (AEP) for the Portland International Jetport that provides both authority and responsibility for organizations to perform tasks during emergency situations.
- Assist with the coordination of the orderly movement of evacuees out of Portland by aircraft.
- Receive emergency supplies, equipment, response personnel and repatriates arriving in Portland by aircraft.
- Support ground transportation operations at the airport by providing vehicles, drivers and equipment for evacuation and movement of supplies and responders.
- Ensure adequate passenger and cargo air transportation capabilities exist to support the Portland Metro Area economy and recovery operations following an emergency.
- Warn travelers and implement protective actions when hazards threaten airport property, including activation of Wireless Emergency Alerts (WEA).
- Coordinate and assist in sheltering, feeding and supporting all airport passengers stranded at the airport during an emergency.
- Conduct damage assessment of airport property when necessary and report findings to the EOC Damage Assessment Branch.
- Rapidly remove debris from airport property that impedes airport operations or emergency services and coordinate with the EOC Debris Management Branch to collect and dispose of debris on airport property.
- Ensure security protections for all airport facilities and flight operations.
- Coordinate with Portland's Public Health Division and Maine CDC to implement infectious disease control measures at the airport during times of public health concern.
- Identify mission essential functions that must be maintained or rapidly restored during an emergency and maintain a department specific continuity of operations plan to address these functions.
- Account for all internal emergency/disaster related expenditures and report these expenditures to the EOC Finance and Administration Section with the appropriate supporting documentation.

3.2.11 Communications & Digital Services Department

Legal Authority: N/A

Capabilities Led: Public Information & Warning

EOC Positions Staffed: EOC Public Information Officer (PIO), EOC Joint Information Center (JIC) Manager, EOC Social Media Branch, EOC Media Relations Branch, EOC Rumor Control Branch

JIC Positions Staffed: JIC Manager, Media Liaison, Social Media Coordinator, Public Outreach Specialist

DOC Managed: None

Incident Management Responsibilities: Lead agency for citywide public information and warning during emergencies.

Major Emergency Management Responsibilities:

- PIO: Coordinate all official City communications during emergencies through the Joint Information System (JIS).
- PIO: Ensure timely and accurate dissemination of information to the public through multiple channels, including news media, social media, City website, and emergency alert systems.
- PIO: Monitor media and public information sources for accuracy, misinformation, and public sentiment.
- Public Outreach: Ensure communications are accessible, culturally appropriate, and available in multiple languages as needed.
- All: Maintain public information templates and pre-scripted messages for likely hazards.
- All: Support rumor control and ensure consistent messaging across all departments and partner agencies.
- All: Identify mission essential functions related to public communication and maintain a department-specific Continuity of Operations Plan (COOP).

3.2.12 Information & Technology (IT)

Legal Authority: N/A

Capabilities Led: Cybersecurity, Infrastructure Systems

EOC Positions Staffed: EOC IT Branch Director, EOC Network Support Unit, EOC Communications Systems Support, EOC Data Management Unit

JIC Positions Staffed: None

DOC Managed: IT Operations Center (if activated)

Incident Management Responsibilities: The Information Technology Department is responsible for maintaining critical City technology systems, ensuring continuity of data and communications infrastructure, and supporting the EOC with technical resources during emergency incidents. Cybersecurity incidents?

During activations, IT will coordinate with OEM and departmental stakeholders to ensure technology services remain operational and responsive to the needs of first responders, leadership, and field operations.

Major Emergency Management Responsibilities:

- Maintain critical City technology infrastructure, including on-premise servers, core network systems, and emergency communications platforms during incidents.
- Coordinate with OEM and vendors to maintain redundant network connectivity and ensure availability of remote access solutions for continuity operations.
- Maintain City VoIP systems and coordinate with PRCC and OEM to support continuity of radio and dispatch communications infrastructure.
- Support EOC activities by providing staffing, hardware, networking, and access to productivity tools for EOC personnel
- Ensure continuity of essential applications and services, including CAD/RMS (in coordination with PRCC), Finance ERP, Permitting systems, and GIS (in coordination with Public Works)
- Provide access to GIS servers and mapping platforms hosted by IT in support of situational awareness and emergency planning, in coordination with Public Works GIS staff.
- Ensure reliable data protection and recovery through backup and continuous data protection; Execute system restoration based on predefined RTO/RPO objectives.
- Support departmental COOP by assisting in the identification of mission-essential applications and infrastructure and enabling alternate service delivery methods.
- Maintain and regularly test department-specific COOPs to identify and prioritize mission-essential IT functions and services that must be maintained or rapidly restored during emergencies.

Cybersecurity Response

Cybersecurity responsibilities, including threat monitoring, incident response, and protection of City systems against malicious activity during emergencies, are covered in the separate Cyber Incident Annex (in development). IT will maintain heightened vigilance during incidents, especially during known periods of disruption or exposure.

3.3 Responsibilities: Internal City Support

Some City Departments may not have a role in the City's Emergency Operations Center (EOC) but provide support to emergency operations.

3.3.1 Human Resources

The Human Resources (HR) Department plays a critical role in supporting the City's workforce during emergency operations. HR ensures that personnel resources are effectively managed, policies are followed, and employee needs are addressed to maintain continuity of government operations and essential services.

Primary Responsibilities

- Ensure workplace safety and train employees on the Employee Emergency Action Plan and safety policies.
- Maintain an up-to-date roster of all City employees, including emergency contact information.
- Coordinate with department heads to identify essential personnel and ensure adequate staffing levels during incidents.
- Facilitate reassignments or cross-department deployments when necessary to support emergency operations.
- Assist in communicating personnel reporting instructions, alternate work locations, and telework expectations during emergencies.
- Track employee availability and maintain a current status of on-duty, off-duty, and displaced personnel.
- Advise leadership on HR-related policies, procedures, and labor agreements during emergency response and recovery operations.
- Support implementation of emergency-related leave policies, timekeeping procedures, and overtime approvals.

Support Responsibilities

- Coordinate employee wellness checks, counseling, and access to Employee Assistance Programs (EAP) during and after emergencies.
- Support demobilization and recovery by addressing workforce fatigue and stress management needs.
- Maintain processes to recruit and onboard temporary personnel or contractors to fill staffing gaps.
- Support volunteer and mutual aid integration when required.

Coordination

The HR Department works closely with:

- City Manager's Office for continuity of government functions
- Department Heads for staffing coordination
- Finance Department for payroll, benefits, and compensation during emergencies

- Emergency Management & Public Safety for integration with the Emergency Operations Center (EOC) and situational awareness

3.3.2 Housing and Economic Development

Primary Responsibilities

- Assist in identifying locations for PODs, LSAs, shelters and other emergency facilities.
- Administer emergency programs that assist with repairing, rebuilding, or purchasing permanent housing when available.
- Coordinate with local businesses on continuity planning and recovery resources.
- Facilitate public-private partnerships for disaster response and recovery.
- Assist affected businesses in accessing state and federal economic recovery programs.
- Provide economic impact assessments to the EOC during recovery operations.

3.3.3 Assessor

Primary Responsibilities

- Assist with surveys to physically inspect and document damaged or destroyed properties.
- Reassessing the value of properties affected by a disaster to reflect their post-disaster condition.
- Assist with GIS mapping to track damaged properties.
- Provide information on property damage to help decision makers understand the economic impact of a disaster to assist in long-term recovery planning.

3.4 Responsibilities: Independent Agencies, State Government, Federal Government and Quasi-governmental Organizations

The City of Portland works closely with a range of independent agencies, state and federal government entities, and quasi-governmental organizations to ensure a coordinated and effective emergency management program. These partners provide critical expertise, resources, and operational capabilities that enhance the City's preparedness, response, recovery, and mitigation efforts. The following outlines the primary roles and responsibilities of these organizations in relation to the City's Emergency Operations Plan (EOP).

3.4.1 Portland Public Schools (PPS)

Portland Public Schools operates under the authority of the Maine Revised Statutes, Title 20-A, and is governed by the Portland Board of Public Education. PPS is responsible for ensuring the safety, security, and continuity of education for all students, staff, and visitors across its facilities. The district maintains an all-hazards District Emergency Operations Plan (EOP) that aligns with the City of Portland's EOP and coordinates closely with the City's emergency management, police, and fire departments to prepare for, respond to, and recover from emergencies that may impact school operations.

For emergency management purposes, their authority and responsibilities include:

- Implementing protective actions such as lockdown, shelter-in-place, evacuation, or relocation to safeguard students and staff.
- Activating and managing the District Operations Center (DOC) to coordinate school-based emergency response efforts.
- Maintaining accountability systems to track the status and location of students and staff during incidents.
- Communicating timely and accurate information to parents, guardians, staff, and students during emergencies.
- Providing facilities, when requested by the City, for use as temporary shelters, reunification centers, or points of distribution (PODs).
- Supporting the continuity of educational services, including remote learning capabilities, following significant disruptions.
- Participating in joint training, exercises, and after-action reviews with City departments and partner agencies.

3.4.2 Metropolitan Transportation (Greater Portland METRO)

The Greater Portland Transit District (METRO) operates under Maine Revised Statutes, Title 30-A, Chapter 163, providing public bus transportation services to the Portland metropolitan area and surrounding communities. METRO is a vital partner in the City's emergency transportation network, supporting evacuation, relocation, and the movement of essential personnel and resources.

For emergency management purposes, their authority and responsibilities include:

- Providing buses and drivers to support evacuation and relocation operations when requested by the City.
- Assisting in the transportation of individuals with access and functional needs to shelters or safe locations.
- Maintaining communications with the City's EOC during emergencies to coordinate transportation resources.

- Adjusting routes and services to support emergency operations and avoid hazardous areas.
- Participating in preparedness planning, training, and exercises with City and regional partners.

3.4.3 Central Maine Power (CMP)

Central Maine Power, regulated by the Maine Public Utilities Commission, is the primary electric utility serving the City of Portland. CMP plays a critical role in restoring electrical service during emergencies and prioritizes power restoration for critical facilities.

For emergency management purposes, their authority and responsibilities include:

- Assessing damage to electrical infrastructure and deploying repair crews during emergencies.
- Prioritizing restoration for critical facilities, including hospitals, emergency shelters, and public safety facilities.
- Coordinating with the City's EOC for resource requests, situational updates, and public information dissemination.
- Supporting public safety operations by isolating damaged electrical infrastructure.
- Participating in joint training and exercises to improve response and coordination capabilities.

3.4.4 Portland Water District (PWD)

The Portland Water District, established under Maine Private and Special Laws of 1907 and governed by an elected Board of Trustees, provides water and wastewater services to the City of Portland. PWD is a key partner in maintaining public health and safety during emergencies.

For emergency management purposes, their authority and responsibilities include:

- Ensuring the safety and quality of drinking water during emergencies. Including issuing any Boil Water Orders for customers in any affected areas of the City.
- Maintaining and restoring water and wastewater services disrupted by incidents.
- Providing technical expertise and equipment to support emergency response operations.
- Coordinating with the City's EOC for situational awareness and resource requests.
- Participating in hazard mitigation and infrastructure resilience planning.

3.4.5 Unitil Corporation

Unitil, doing business as Northern Utilities Maine Division and Granite State Gas Transmission, is a utility regulated by the Maine Public Utilities Commission. As the primary natural gas utility serving the City of Portland and operator of a natural gas transmission pipeline supporting the

area's gas supply, Unitol plays a critical role in ensuring the safety and reliability of gas service in the community.

For emergency management purposes, their authority and responsibilities include:

- Promptly responding to emergency calls and odor complaints.
- Supporting public safety operations by isolating damaged natural gas infrastructure.
- Assessing damage to natural gas distribution and transmission infrastructure and deploying repair crews during emergencies.
- Coordinating with the City's EOC for resource requests, situational updates, and public information dissemination.
- Prioritizing restoration for critical facilities, including hospitals, emergency shelters, and public safety facilities to the greatest extent possible while ensuring the protection of people, property, infrastructure, and the environment.
- Participating in joint training and exercises to improve response and coordination capabilities.

3.4.6 MaineHealth Maine Medical Center – Portland and Northern Light Mercy Hospital

MaineHealth Maine Medical Center – Portland and Northern Light Mercy Hospital operate under applicable federal and state healthcare regulations, including licensure through the Maine Department of Health and Human Services. These hospitals are critical healthcare providers in the City of Portland, delivering emergency medical care, inpatient services, and specialized treatments. They maintain hospital-specific emergency operations plans that coordinate with the City's EOP.

For emergency management purposes, their authority and responsibilities include:

- Providing emergency and inpatient medical care during disasters or mass casualty incidents.
- Coordinating with emergency medical services (EMS) and the City's EOC for patient surge and resource needs.
- Maintaining hospital incident command systems to manage internal response operations.
- Supporting public health surveillance and reporting during outbreaks or public health emergencies.
- Participating in regional healthcare coalitions, training, and exercises.

3.4.7 Portland Housing Authority (PHA)

The Portland Housing Authority operates under the authority of the U.S. Housing Act of 1937 and relevant HUD regulations. PHA provides affordable housing options for low-income

residents and plays an important role in ensuring the safety and well-being of tenants during emergencies.

For emergency management purposes, their authority and responsibilities include:

- Implementing emergency procedures to protect residents during incidents affecting PHA properties.
- Coordinating with the City's EOC and social services agencies to meet residents' needs during and after emergencies.
- Providing information to tenants regarding protective actions and recovery resources.
- Identifying available housing units for relocation of displaced residents.
- Participating in community preparedness and outreach initiatives.

3.4.8 Colleges and Universities

Portland is home to several institutions of higher education, including the University of Southern Maine, University of New England, The Roux Institute - Northeastern University and the Maine College of Art and Design. These institutions operate under state higher education statutes and maintain their own campus safety and emergency management programs that coordinate with the City's EOP.

For emergency management purposes, their authority and responsibilities include:

- Maintaining campus emergency operations plans aligned with the City's EOP.
- Implementing protective measures such as lockdown, evacuation, or shelter-in-place when necessary.
- Coordinating with local law enforcement, fire, and EMS during emergencies affecting campus operations.
- Providing facilities and resources, when available, to support City response operations.
- Participating in training, exercises, and public information campaigns.

3.4.9 Private Schools and Charter Schools

Private and charter schools in Portland operate under applicable state education laws and maintain independent governance structures. These schools are responsible for the safety of their students and staff and work in coordination with City emergency services to prepare for and respond to incidents.

For emergency management purposes, their authority and responsibilities include:

- Developing and maintaining school emergency operations plans consistent with best practices.
- Implementing protective actions during emergencies to safeguard students and staff.

- Maintaining communications with parents, guardians, and City emergency management during incidents.
- Participating in joint training and exercises with City and regional partners.
- Providing facilities, when feasible, for community response needs such as sheltering.

3.4.10 Neighborhood Districts

Neighborhood districts, including organized neighborhood associations, play an important role in supporting community resilience and emergency preparedness. These groups operate under their own governance structures but often collaborate with the City to enhance communication, mutual aid, and disaster response efforts.

For emergency management purposes, their authority and responsibilities include:

- Providing local situational awareness and damage reports to the City's EOC during emergencies.
- Coordinating volunteer efforts and community resources for preparedness and recovery activities.
- Assisting in disseminating emergency information to residents.
- Supporting vulnerable populations within their neighborhoods during incidents.
- Participating in community-based training and exercises.

3.4.11 Amtrak and Railroad Transportation

Passenger rail services in Portland are provided by Amtrak's Downeaster line, while freight rail operations are conducted by regional carriers. Rail operators are subject to federal safety regulations and work in coordination with the City for emergency planning and incident response.

For emergency management purposes, their authority and responsibilities include:

- Implementing rail-specific emergency response plans and coordinating with City public safety agencies.
- Providing transportation resources during evacuations or large-scale incidents when feasible.
- Ensuring rapid communication with the City's EOC during rail incidents affecting public safety.
- Supporting hazardous materials response efforts when incidents involve rail cargo. Following Federal Rail Administration (FRA) guidelines by reporting any collision, derailment, or incident resulting in a fatality or serious injury to a passenger or crew member, and events involving hazardous materials or property damage exceeding a certain reporting threshold.
- Participating in joint training and emergency drills with City and regional partners.

3.4.12 Cumberland County

Cumberland County administers essential county-wide resources such as judicial services, Registry of Deeds, Sheriff's Office, Jail, Regional Communications Center, Public Health Department and Emergency Management Agency (CEEMA). CEEMA serves as a vital link between local municipal emergency operations and State and Federal resources. CEEMA's primary function is to provide coordination, logistical expertise (surge capacity), and support for large-scale, all-hazards incidents. When local resources are overwhelmed or additional coordination is needed, county-level agencies are available for additional support.

For emergency management purposes, their authority and responsibilities include:

- Activating and managing the Cumberland County EOC.
- Coordinating the flow of information to adjacent counties and MEMA.
- Requesting additional resources from the State and other partners on behalf of municipalities.
- Developing and disseminating information to foster a common operating picture.
- Coordinating activation of public alerting systems, including IPAWS and CodeRED
- Coordinating and supporting other sites, including, but not limited to:
 - Emergency Shelters
 - Joint Information Centers
 - Volunteer Reception Centers
 - Points of Distribution (POD)
 - Reunification Centers
- Coordinating emergency management training.
- Coordinating the assistance provided by private organizations, groups or volunteers, in partnership with the American Red Cross (ARC) and other non-government agencies.

3.4.13 State of Maine

The State of Maine, through its various departments and the Maine Emergency Management Agency (MEMA), provides statewide coordination, resources, and support to municipalities during emergencies. State agencies operate under Maine Revised Statutes and collaborate closely with the City to enhance preparedness, response, recovery, and mitigation capabilities.

For emergency management purposes, their authority and responsibilities include:

- Providing specialized resources, technical expertise, and personnel to support local emergency operations.
- Coordinating with the City's EOC through coordination with Cumberland County EMA and City emergency management officials.
- Administering state-level disaster assistance programs and facilitating federal aid requests.
- Supporting public health, public safety, and critical infrastructure protection.

- Participating in statewide training and exercises that include City agencies.

3.4.14 Federal Government

The Federal Government, through agencies such as the Federal Emergency Management Agency (FEMA), provides nationwide coordination, funding, and operational support to state and local governments during emergencies. Federal agencies operate under applicable U.S. laws and regulations and coordinate with the State of Maine and the City of Portland during major disasters.

For emergency management purposes, their authority and responsibilities include:

- Providing disaster assistance through FEMA programs and other federal agencies.
- Deploying federal resources, teams, and equipment when requested and approved.
- Coordinating with state and local governments to ensure an integrated response.
- Offering technical guidance, training programs, and planning support.
- Supporting long-term recovery and hazard mitigation initiatives.

3.5 Responsibilities: Private Sector Partners

The City of Portland relies on private sector organizations across multiple industries to support preparedness, response, and recovery operations. Each subsection below details sector-specific partners, their roles, and their capabilities.

3.5.1 Local Business Groups & Organizations

Local business associations help coordinate resources, maintain economic continuity, and provide situational awareness during emergencies.

Business Group/ Association	Organization(s)	Emergency Role & Capabilities
Chamber of Commerce	Portland Regional Chamber of Commerce	Coordinates communication with businesses, assists in mobilizing private sector resources.
Downtown District	Portland Downtown	Supports storefront resilience, event coordination, and outreach to small businesses.

Regional Planning	Greater Portland Council of Governments (GPCOG)	Provides regional planning, transportation coordination, and business continuity resources.
Hospitality Advocacy	HospitalityMaine	Liaison for hotels and restaurants; assists in feeding and sheltering during incidents.

3.5.2 Portland Downtown District

The downtown district is vital for commerce, tourism, and events, requiring coordination to sustain operations during disruptions.

Entity	Organization(s)	Emergency Role & Capabilities
Merchant Associations	Portland Downtown	Coordinates communication with local businesses and supports continuity planning.
Event Venues	Cross Insurance Arena; State Theatre	Facilitates emergency use of venues for sheltering or staging operations.
Storefront Businesses	Local retailers and restaurants	Support economic recovery, provide food and supplies during emergencies.

3.5.3 Lodging / Hotel Providers

Hotels and lodging providers play a key role in sheltering evacuees, housing emergency responders, and supporting displaced populations.

Lodging Type	Organization(s)	Emergency Role & Capabilities
Hotels	Marriott, Hilton, Holiday Inn, Westin, Harbor Hotel	Provide shelter for displaced residents, first responders, and recovery workers.
Boutique Hotels	Local independent inns and hotels	Offer supplemental sheltering capacity and short-term housing.

Short-Term Rentals	Airbnb, VRBO, local rental properties	Expand sheltering options for visitors and evacuees.
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3.5.4 Tourism Industry

Tourism partners support continuity of visitor services and large-event coordination.

Tourism Sector	Organization(s)	Emergency Role & Capabilities
Destination Marketing	Visit Portland	Help share timely, accurate information with hotels, restaurants, attractions, and visitors. Supports coordination of tourists during emergencies.
Tour Operators	Local tour companies, bus lines	Assist in evacuation transport and continuity of services.
Event Services	Convention and visitor bureaus	Support relocation of large gatherings and conferences.

3.5.5 Cruise Ship Industry

The cruise industry brings thousands of passengers and requires coordination for safety and evacuation during emergencies.

Cruise Entity	Organization(s)	Emergency Role & Capabilities
Cruise Coordination	CruiseMaine, Port of Portland	Coordinate arrival/departure, manage large-scale passenger handling in emergencies.
Passenger Services	Shore excursion companies	Support evacuation logistics and visitor safety.
Hospitality Support	Local tourism providers	Assist in housing stranded passengers or crew.

3.5.6 Supermarkets and Food Suppliers

Food suppliers and retailers ensure access to essential goods and emergency food support.

Food Entity	Organization(s)	Emergency Role & Capabilities
Supermarkets	Hannaford, Shaw's	Maintain food supply chains and support emergency food distribution.
Wholesalers	Sysco, UNFI	Provide large-scale food distribution to shelters and hospitals.
Food Banks	Good Shepherd Food Bank, Preble Street, Wayside Food	Offer emergency food support for vulnerable populations.

3.5.7 Assisted Living Facilities & Nursing Homes

Facilities caring for seniors and vulnerable populations must coordinate closely in emergencies.

Care Type	Organization(s)	Emergency Role & Capabilities
Assisted Living	Local assisted living facilities	Ensure safety of residents, coordinate evacuation when necessary.
Nursing Homes	Long-term care centers in Portland	Provide medical support and coordinate with hospitals for patient transfer.
Memory Care	Specialized dementia care facilities	Safeguard highly vulnerable populations and support medical evacuation.

3.5.8 Transportation Industry

Transportation partners provide continuity of mobility and support evacuation efforts.

Transport Mode	Organization(s)	Emergency Role & Capabilities
Ferry Service	Casco Bay Lines	Maintain lifeline access to islands, support evacuation operations.

Rail Service	Amtrak Downeaster	Support evacuation of passengers and transport of supplies.
Bus / Coach Service	Concord Trailways	Support evacuation of passengers and or support for transportation vehicles for mass evacuation.
Public Transit	Greater Portland METRO	Assist in evacuation, transport responders, and maintain commuter mobility.
Trucking/Logistics	Private trucking companies	Maintain supply chain distribution and deliver emergency resources.

3.5.9 Financial Institutions

Banks and credit unions maintain financial stability and ensure continuity of access to funds.

Financial Entity	Organization(s)	Emergency Role & Capabilities
Banks	Local and regional banks	Ensure continuity of services, facilitate emergency loans, protect assets.
Credit Unions	Regional credit unions	Support members with emergency relief funding and continuity of services.
ATM Networks	Banking networks	Maintain access to cash and digital banking services during power outages.

3.5.10 Hospitals

Hospitals provide surge medical support, coordinate with EMS, and support mass care operations.

Healthcare Facility	Organization(s)	Emergency Role & Capabilities
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Primary Hospital	MaineHealth Maine Medical Center – Portland	Provide trauma and specialty care, maintain regional surge capacity.
Community Hospital	Northern Light Mercy Hospital	Support inpatient and outpatient care, coordinate with regional EMS.
Clinics	Local urgent care centers and clinics	Offer supplemental medical capacity and urgent care support.
Pharmacies	CVS, Walgreens, Hannaford, Walmart, independent pharmacies	Ensure access to medications, support mass dispensing.

3.5.11 Utility Companies

Utilities sustain community lifelines by restoring power, water, and communications systems.

Utility Type	Organization(s)	Emergency Role & Capabilities
Electricity	Central Maine Power (CMP)	Restore power, prioritize critical facilities, and manage outages.
Natural Gas	Summit Natural Gas, Unitil	Maintain gas distribution and ensure safe restoration after outages.
Water & Wastewater	Portland Water District	Maintain drinking water supply and wastewater systems.
Telecommunications	Verizon, AT&T, Spectrum, T-Mobile	Ensure continuity of phone, internet, and emergency communications.

SECTION 4: PLAN MAINTENANCE

4.1 Introduction

The City of Portland Emergency Operations Plan (EOP) is a living document that will be maintained to ensure its continued relevance, accuracy, and compliance with local, state, and federal requirements.

4.2 Maintenance Process

4.2.1 Formal Approval

- Substantive Changes – Any substantive changes that alter the intent, scope, authorities, or responsibilities outlined in the EOP shall require formal review and approval by the Portland City Council.
- Administrative Changes – Administrative changes, such as updates to contact information, resource inventories, department names, or minor procedural adjustments, may be approved and implemented by the City Manager without City Council action.
- Council Review Cycle – The EOP shall be formally reviewed and reapproved by the Portland City Council at least once every three (3) years, or more frequently if required by changes in law, organizational structure, or hazard risk.

4.2.2 Record of Changes / Revisions

All updates to the EOP, whether administrative or substantive, will be documented in the Record of Changes log, including the date, nature of the change, and the approving authority.

4.3 Training, Exercises, and Evaluation

4.3.1 Training, Exercises, and Evaluation

The City of Portland recognizes that the effectiveness of the Emergency Operations Plan (EOP) depends on the ability of City staff, partner agencies, and stakeholders to understand their roles and responsibilities and to perform assigned tasks under real-world conditions. To that end, the City's Office of Emergency Management (OEM) will maintain a comprehensive training, exercise, and evaluation program in alignment with the Homeland Security Exercise and Evaluation Program (HSEEP).

4.3.1.1 Training

The OEM will coordinate annual training opportunities for City staff and partner agencies to ensure familiarity with the EOP, Hazard-Specific Annexes, Standard Operating Guidelines (SOGs), and related plans.

- Training will include both classroom-based instruction and practical, scenario-driven activities, tailored to the hazards and operational priorities identified in the City's Threat and Hazard Identification and Risk Assessment (THIRA).
- New employees in designated emergency response or support roles will receive orientation on EOP roles and responsibilities within their first year of service.

4.3.1.2 Exercises

- The OEM will plan and conduct exercises in accordance with HSEEP guidelines to test and validate the EOP and supporting procedures.
- Exercises will vary in type and complexity, including seminars, workshops, tabletop exercises, functional exercises, and full-scale exercises.
- At least one City-wide exercise will be conducted every year, with additional hazard-specific or department-level exercises scheduled as needed.

4.3.1.3 Evaluation and Improvement Planning

- All exercises and actual incidents will be evaluated to identify strengths, areas for improvement, and recommended corrective actions.
- The OEM will develop an After Action Report (AAR) and Improvement Plan (IP) following each exercise or incident, documenting lessons learned and assigning responsibility for corrective actions.
- Identified improvements will be incorporated into the EOP, Hazard-Specific Annexes, and departmental procedures during the next plan review cycle, or sooner if urgent.

SECTION 5: APPENDICES AND ANNEXES

5.1 Support Appendices

5.1.1 Glossary of Terms and Acronyms

Table 5.1 Portland EOP Glossary of Terms and Acronyms

Acronym	Term	Definition
AAR	After Action Report	A formal report analyzing response actions, lessons learned, and recommendations following an incident or exercise.
ARC	American Red Cross	Nonprofit organization providing disaster relief, shelter, and humanitarian services.
COOP	Continuity of Operations Plan	A plan to ensure essential government functions continue during and after a disruption.
DAC	Disaster Assistance Center	Facility where individuals and businesses can access post-disaster services and information.
DEM	Department of Emergency Management	City/County office coordinating preparedness, response, recovery, and mitigation activities.
DOC	Department Operations Center	Facility where a department coordinates its own emergency response activities.
EAS	Emergency Alert System	National system for public warning via broadcast, cable, and satellite media.
EOC	Emergency Operations Center	Central location for coordinating emergency management activities and resources.
EOP	Emergency Operations Plan	Document describing the framework for how the City responds to emergencies and disasters.
FEMA	Federal Emergency Management Agency	U.S. agency providing federal disaster response and recovery support.
ICS	Incident Command System	Standardized, on-scene, all-hazards incident management approach.
IMAT	Incident Management Assistance Team	Team providing operational support to incident management activities.

JIC	Joint Information Center	Facility for coordinating public information and media relations during an incident.
JIS	Joint Information System	Framework for integrating public information across agencies during incidents.
LEOP	Local Emergency Operations Plan	The jurisdiction-specific plan for managing emergencies.
LTRC	Long-Term Recovery Committee	Group coordinating resources and services for long-term disaster recovery.
MACS	Multiagency Coordination System	Framework for coordinating resources and decision-making among multiple agencies.
MOU	Memorandum of Understanding	Agreement between parties outlining roles, responsibilities, and resource sharing.
NIMS	National Incident Management System	Nationwide framework for standardized incident management and coordination.
OEM	Office of Emergency Management	The central coordination body for all emergency management activities within the City.
PIO	Public Information Officer	Designated official responsible for disseminating public information during an incident.
POD	Point of Distribution	Location where the public can obtain emergency supplies or services.
SitRep	Situation Report	Summary of incident status, actions taken, and resource needs.
VOAD	Voluntary Organizations Active in Disaster	Coalition of nonprofit groups supporting disaster response and recovery.

5.1.2 Record of Revision / Change

Record of Change

Date	Approving Authority	Description

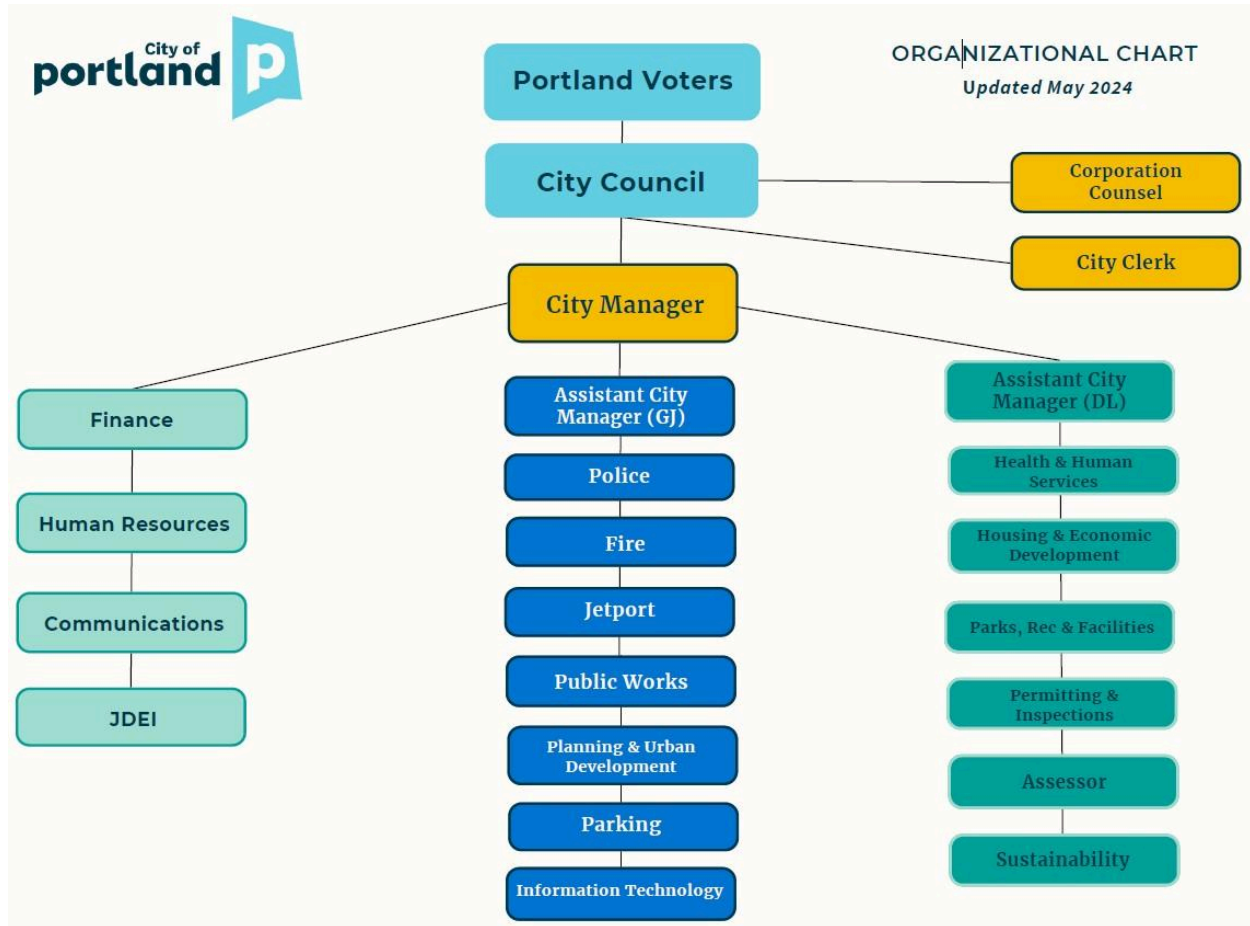
5.1.3 Record of Distribution

Record of Distribution

Name	Agency	Date of Delivery	Number of Copies

5.1.4 City of Portland Organizational Chart

Visual 5.1 City of Portland Organizational Chart



5.1.5 Private Sector Partners – Quick Reference

The City of Portland relies on a broad range of private sector partners to support emergency preparedness, response, recovery, and continuity of community lifelines. The table below summarizes key partners, their roles, and the capabilities they provide.

Sector / Partner	Organization(s)	Emergency Role & Capabilities
Utilities	Central Maine Power (CMP); Unitil; Summit Natural Gas	Restore electrical and natural gas service, protect utility infrastructure, support critical facilities during outages.

Water & Wastewater	Portland Water District (PWD)	Maintain potable water supply, water quality, and wastewater management during incidents.
Transportation	Casco Bay Lines; Amtrak; Greater Portland METRO; private trucking & logistics companies	Provide continuity of ferry service to Casco Bay Islands; maintain commuter and freight mobility; support evacuation and supply distribution.
Healthcare	MaineHealth Maine Medical Center – Portland; Northern Light Mercy Hospital; private clinics & pharmacies	Deliver emergency medical care, surge capacity, pharmaceutical distribution, and coordination of healthcare response.
Telecommunications	Verizon; AT&T; Spectrum	Ensure continuity and restoration of phone, internet, and data systems critical for response operations.
Media & Communications	WGME, WMTW, WCSH (local TV); Portland Press Herald, Maine Public Radio	Provide accurate, timely emergency messaging to the public; support Joint Information System/Center.
Food Supply & Retail	Hannaford; Shaw's; local supermarkets, wholesalers, food distributors	Maintain food distribution chains; coordinate with the City for emergency food supply and shelter feeding.
Hospitality & Lodging	HospitalityMaine; major hotel providers; local inns and short-term rentals	Provide shelter and housing for displaced populations, emergency responders, and recovery personnel.
Tourism & Cruise Industry	CruiseMaine; Portland cruise ship operators; Visit Portland	Support large-scale passenger management, assist in coordinating visitors during emergencies.
Financial Institutions	Local and regional banks & credit unions	Ensure continuity of financial services, expedite disaster assistance disbursement, protect customer assets.

Assisted Living & Nursing Homes	Local long-term care facilities	Safeguard vulnerable populations, coordinate evacuation and medical support when required.
Business & Industry	Portland Regional Chamber of Commerce; Portland Downtown; local business associations	Coordinate private sector resources, share situational awareness, and support continuity of economic activity.

5.2 Hazard Specific and Functional Annexes

5.2.1 Introduction

The EOP is supported by Hazard Specific Annexes (HSAs), Functional Annexes, Standard Operating Guidelines (SOGs), department-specific policies, and other operational documents that provide detailed procedures for the management of specific incident types. These documents are primarily intended for use by City staff and partner agencies during operations and may contain sensitive or security-related information. Due to the confidential and operational nature of these materials, HSAs, SOGs, and certain policies will not be made readily available to the public. Publicly releasable summaries of hazard-specific strategies may be developed for community awareness and engagement purposes.

5.2.2 List of Hazard Specific Annexes

The following Hazard-Specific Annexes provide targeted response guidance for identified threats and hazards. Detailed operational procedures, sensitive information, and Standard Operating Guidelines (SOGs) are maintained separately as noted in Section 5.2.1 to protect security and confidentiality.

Hazard / Incident	Annex Title	Scope & Key Considerations
Pandemic / Public Health Emergency	Annex A – Pandemic / Public Health Response	Mass prophylaxis, vaccination, quarantine, continuity of operations, coordination with CDC/State DHHS.

Cyberattack / Infrastructure Failure	Annex B – Cybersecurity & IT Resilience	Cyberattacks, failures in critical infrastructure systems, systematic failures, data integrity and availability, coordination with Maine IT, MEMA, CISA.
Aircraft Incident (Plane Crash / Aircraft Down)	Annex C – Aviation Incident Response	FAA/NTSB coordination, Jetport emergency plan integration, mutual aid fire/rescue, mass casualty management.
Extreme Weather (Snow, Ice, Nor'easter)	Annex D – Extreme Weather Response	Snow emergencies, road clearance, utility outages, warming centers, vulnerable populations.
Hurricane / Tropical Storm	Annex E – Hurricane & Coastal Storm Response	Evacuation zones, storm surge, coastal flooding, sheltering, debris management.
Hazardous Materials Release	Annex F – Hazardous Materials Response	HazMat team deployment, decontamination, evacuation, public safety messaging.
Flooding (Riverine / Urban)	Annex G – Flood Response	Sandbagging, pumping operations, evacuation, coordination with Army Corps & PWD.
Terrorism / Active Threat	Annex H – Terrorism / Active Shooter Response	Law enforcement coordination, unified command, triage, casualty management, FBI/State Police support.
Mass Casualty Incident (General)	Annex I – Mass Casualty & Fatality Management	Medical surge, hospital coordination, fatality management, MEOC integration.
Emerging Hazard (Reserved)	Annex J – [To be Determined]	Placeholder for new or emerging risks (e.g., PFAS contamination, energy grid failure).

5.2.3 List of Functional Annexes

Functional Annexes are the detailed, action-oriented sections of the EOP. This structure allows for easy updates to specific functions without a complete overhaul of the entire plan and ensures that responders can efficiently and effectively perform their assigned duties during an

emergency. The following Functional Annexes provide targeted response guidance for essential emergency management functions. Detailed operational procedures, sensitive information, and Standard Operating Guidelines (SOGs) are maintained separately as noted in Section 5.2.1 to protect security and confidentiality.

Functional Area	Annex Title	Scope & Key Considerations
Continuity of Government	Annex 1 – Continuity of Government	Succession of leadership, preservation of records, essential functions, relocation of government operations.
Communications	Annex 2 – Communications	Redundant systems, interoperability, backup infrastructure, coordination with MaineIT, FCC compliance.
Emergency Public Information & Warning	Annex 3 – Public Information & Warning	Alert & warning systems, Joint Information Center (JIC), social media coordination, rumor control.
Mass Care, Emergency Assistance, Housing & Human Services	Annex 4 – Mass Care & Human Services	Sheltering, feeding, reunification, functional needs support, coordination with Red Cross & DHHS.
Resource Management	Annex 5 – Resource Management	Procurement, staging, mutual aid, asset tracking, emergency contracts.
Critical Infrastructure & Key Resources (CIKR) Restoration	Annex 6 – CIKR Restoration	Protection & restoration of utilities, transportation, energy, water, and essential services.
Damage Assessment	Annex 7 – Damage Assessment	Field surveys, structural inspections, coordination with MEMA & FEMA for disaster declarations.
Firefighting	Annex 8 – Firefighting Operations	Urban & wildland fire suppression, mutual aid, resource staging, firefighter safety protocols.

Logistics Management & Resource Support	Annex 9 – Logistics & Resource Support	Supply chain continuity, staging sites, PODs (Points of Distribution), private sector integration.
Search & Rescue	Annex 10 – Search & Rescue	Urban search & rescue (USAR), water rescue, K9 deployment, Coast Guard coordination.
Hazardous Material Response	Annex 11 – Hazardous Materials Response	HazMat team deployment, decontamination, evacuation, coordination with Maine DEP & EPA.
Public Safety & Security	Annex 12 – Public Safety & Security	Law enforcement, crowd control, site security, unified command with State Police & FBI.
Long-Term Community Recovery	Annex 13 – Long-Term Recovery	Housing recovery, infrastructure restoration, small business support, FEMA Recovery Support Functions.
Financial Management	Annex 14 – Financial Management	Disaster finance tracking, FEMA Public Assistance (PA), cost recovery, audits, reimbursement processes.
Mutual Aid / Multi-Jurisdictional Coordination	Annex 15 – Mutual Aid Coordination	EMAC agreements, regional coordination, interstate mutual aid, integrated response operations.
Volunteer & Donations Management	Annex 16 – Volunteer & Donations Management	VOAD coordination, donations warehousing, volunteer credentialing, convergence management.

**Accepted and Adopted by:
The City of Portland**

Danielle West
Its City Manager

Date: _____

MEMORANDUM
City Council Agenda Item

FROM:

DATE: January 15, 2026

SUBJECT: Order 123-25/26 Amendments to Portland City Code Chapter 2 RE: Emergency Management - Sponsored by the Health & Human Services and Public Safety Committee, Anna Bullett, Chair

SPONSOR: Health & Human Services Committee, Councilor Anna Bullett, Chair. Meeting held on November 13, 2025 with a 4-0 vote to forward this item 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

Final Action

Can action be taken at a later date: Yes

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

PRESENTATION: Fire Chief Chad Johnston and Emergency Management Coordinator, Caity Hager will be available for questions.

I. SUMMARY

II. AGENDA DESCRIPTION

This is a companion order to the order above.

In connection with the approval of an updated Emergency Operations Plan, the following changes to Chapter 2 Article VIII of the Portland City Code are proposed:

- Updating the title;
- Changes in sec. 2-402 Definitions (Change Bureau to Office of Emergency Management);
- Minor changes and additions to sec. 2-403 Organization, 2-404 Director;
- Minor changes to the sec. 2-406 Emergency Proclamation;
- Added language under sec. 2-409 Emergency Operations Plans;
- Changes in sec. 2-411 Compensation for injuries.

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

III. BACKGROUND

A summary of the proposed material changes to Chapter 2, Article VIII of the Portland City Code is provided below:

Organizational and Title Changes

- Renaming the Bureau: The "bureau of emergency preparedness" is renamed to the "Office of Emergency Management."

- **Defining Resources:** The term "Emergency preparedness management forces" is updated to "Emergency preparedness management resources."
- **Director Appointment:** The Fire Chief is now explicitly designated to serve as the Director of Emergency Management.
- **Succession Planning:** If the Fire Chief is unable to serve as Director, the Chief of Police shall serve in that capacity.

Operational and Administrative Updates

- The Director and City Manager must review and revise the EOP at least once every three years for City Council approval.
- The Director is now authorized to make administrative changes to the EOP without Council approval, provided they do not substantially change emergency processes or organizational roles.
- **Proclamation Authority:** clarifies that in the absence of the Mayor, the City Manager may issue an emergency proclamation after consulting with one or more City Council members.
- **Duration of Emergency:** The maximum duration for a state of emergency (unless renewed by the City Council) is increased from five days to seven days.

Language and Legal

- **Increased Penalties:** The maximum fine for violating provisions of the article or associated regulations is increased from \$500.00 to \$1,000.00.
- **Language Modernization:** References to "Workers' Compensation" have been updated from the former "Workmen's Compensation."
- **Gender-Neutral Language:** Various sections were updated to replace "he or she" with gender-neutral terms such as "they."

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

An updated EOP, with the associated proposed ordinance changes, will help the City of Portland prepare for and respond effectively to a range of emergency scenarios.

V. FINANCIAL IMPACT

N/A

VI. STAFF ANALYSIS AND BACKGROUND

N/A

VII. RECOMMENDATION

Approve the proposed changes to Chapter 2, Article VIII of the Portland City Code.

VIII. LIST ATTACHMENTS

1. Amendment - Ch2 re Emergency Operations Plan

Prepared by:

Date: 01/15/2026

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

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

**AMENDMENT TO PORTLAND CITY CODE
CHAPTER 2 RE: Emergency Management**

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

1. *That the Sections 2-401--2-409, 2-411, and 2-413 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 Commission, §§ 2-47--2-57

Div. 3. Employment Subcommittee, §§ 2-58--2-75

Div. 4. Police Citizen Review Subcommittee, §§ 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-

Art. VIII. ~~Civil~~ Emergency Management ~~Preparedness~~, §§ 2-401--2-415

Art. IX. Ethics Commission §§ 2-430--2-435

Art. X. Exemption from Vehicle Excise Tax for Certain Military Personnel, §§ 2-436--2-450

Art. XI. Portland Senior Tax Equity Program, §§ 2-451--2-459

Art. XII. Climate Action Fund, §§ 2-460--2-465

ARTICLE VIII. EMERGENCY PREPAREDNESS MANAGEMENT

Sec. 2-401. Purpose.

It is the intent and purpose of this article to establish an Office of Emergency Management ~~bureau of emergency preparedness~~ in compliance and in conformity with the provisions of Title 37-B, M.R.S.A., Section 781 et seq., to ensure the complete and efficient utilization of the city's facilities and resources to prevent, prepare and respond to all hazards, natural and ~~manmade~~ human-made, that may occur in the City of Portland and the surrounding region.

Sec. 2-402. Definitions.

The following definitions shall apply in the interpretation of this article:

~~Bureau. "Bureau" shall mean the bureau of emergency preparedness as established by this article.~~

Director. "Director" means the Director of Emergency Management appointed by the City Council pursuant to the provisions of this article.

Emergency Management. "Emergency Management" means the coordination and implementation of an organized effort to mitigate against, prepare for, respond to and recover from a disaster.

Disaster. "Disaster" means the occurrence or imminent threat of widespread or severe damage, injury or loss of life or property resulting from any natural or man-made cause including, but not limited to, fire, flood, earthquake, wind, storm, wave action, oil spill or other water contamination requiring emergency action to avert danger or damage, epidemic, air contamination, critical material shortage, infestation, explosion, ~~or~~ riot or hostile

military or paramilitary action.

~~Emergency preparedness. "emergency preparedness" means the preparation for and the carrying out of all emergency functions, other than functions for which military forces are primarily responsible, to minimize and repair injury and damage resulting from disasters or catastrophes caused by enemy attacks, sabotage, riots, terrorism or other hostile action, or by fire, flood, earthquake or other natural or man-made causes. These functions include, without limitation, firefighting, police, medical and health, emergency welfare, rescue, engineering, and communications services; evacuation of persons from stricken areas; allocation of critical materials in short supply; emergency transportation; other activities related to civilian protection and other activities necessary to the preparation for the carrying out of these functions.~~

~~Emergency Preparedness—Management ForcesResources.~~
"Emergency ~~preparedness-management~~ ~~forcesresources~~" shall mean the employees, equipment and facilities of all city departments, boards, institutions and commissions; and in addition, it shall include all volunteer persons, equipment and facilities contributed by or obtained from volunteer persons or agencies.

~~Emergency Operations Plan (EOP). "Emergency Operations Plan" is a comprehensive document that assigns responsibility during an emergency and/or disaster, sets forth lines of authority, describes how people and property are protected. It identifies personnel, equipment, facilities, supplies and other resources available within the jurisdiction or by agreement with other jurisdictions.~~

~~Fire Chief. "Fire Chief" means the Fire Chief of the City of Portland.~~

~~Office. "Office" means the Office of Emergency Management established pursuant to this article.~~

Sec. 2-403. Organization.

~~(a) The City Manager shall be responsible for the Office's bureau's organization, administration and operation. The City Manager may employ such permanent or temporary employees as they he or she deems necessary and may prescribe their duties.~~

~~(b) The City Council shall review the existing operational organization to ascertain the bureau's ability to cope with its responsibilities and shall approve the city's emergency~~

~~preparedness operations plan.~~

Sec. 2-404. Appointment of Director of BureauOffice; duties and responsibilities

The Fire Chief shall serve as the City Manager ~~or his or her designee shall be the~~ Director of Emergency Management. ~~the Bureau, and The Director~~ shall coordinate the activities of all city departments, organizations and agencies for emergency preparedness management within the city and maintain a liaison with other emergency preparedness agencies, public safety agencies, and have such additional duties as necessary. If the Fire Chief is temporarily absent or otherwise unable to serve as the Director for a period of time, the Chief of Police shall serve as the Director during such period.

Sec. 2-405. Rules and regulations.

The Director ~~of the Bureau~~ shall prepare such policies as may be deemed necessary for the administration and operational requirements of ~~the bureau~~ Emergency Management, which policies must be approved by the City Council prior to becoming effective.

Sec. 2-406. Emergency proclamation.

(a) The City Manager shall have the power and authority, after consultation with the Director and Mayor, or one or more City Council members in the Mayor's absence, to issue a proclamation that an emergency exists whenever a disaster or civil emergency exists or appears imminent. The proclamation may declare that an emergency exists in any or all sections of the city. If the City Manager is temporarily absent from the City or otherwise unavailable, the Assistant City Manager may issue the proclamation that an emergency exists. If neither the City Manager nor the Assistant City Manager are available, then the following persons shall have the power and authority to issue a proclamation that an emergency exists, in the following order of succession: the Fire Chief; if unavailable, the Chief of Police; if unavailable, the Director of Public Works. A copy of such proclamation shall be filed within twenty-four (24) hours in the office of the City Clerk.

(b) Notwithstanding the above, when consultation with the Mayor or members of the City Council would result in a substantial delay in an effective response in alleviating or preventing an emergency or disaster, the City Manager is authorized to take whatever actions are necessary to prevent the loss of life and property in the City.

(c) The City Manager, in consultation with the Director, ~~as the Director of the Bureau~~ shall be responsible for submitting a full report to the City Council of all actions taken as a result of the declared emergency as soon as the City Council can be convened.

Sec. 2-407. Termination of emergency.

(a) When the City Manager is satisfied that a disaster or civil emergency no longer exists, they ~~he or she~~ shall terminate the emergency proclamation by another proclamation affecting the sections of the city covered by the original proclamation, or any part thereof. Said termination of emergency shall be filed in the office of the City Clerk.

(b) No state of emergency may continue for longer than seven~~five~~ (7)~~5~~ days unless renewed by the City Council.

Sec. 2-408. City Manager's duties and emergency powers.

(a) During any period when an emergency or disaster exists or appears imminent, the City Manager may promulgate such regulations as they ~~he or she~~ deems necessary, and consistent with the purposes of this article, to protect life and property and to preserve critical resources. Such regulations may include, but are not limited to, the following:

- (1) Regulations prohibiting or restricting the movement of vehicles in areas within or without the city;
- (2) Regulations facilitating or restricting the movement of persons within the city;
- (3) Regulations pertaining to the movement of persons from hazardous areas within the city;
- (4) Such other regulations necessary to preserve public peace, health and safety.

Nothing in this section shall be construed to limit the authority or responsibility of any department to proceed under powers and authority granted to them by state statute, city ordinance or the charter of the city.

(b) The City Manager or ~~his or her~~ designee may order the evacuation of persons from hazardous areas within the city.

(c) The City Manager shall be authorized to request aid or assistance from the state or any political subdivision of the state and shall render assistance to other political subdivisions under the provisions of Title 37-B, M.R.S. § 784-A.

(d) The City Manager may obtain vital supplies, equipment and other items found lacking and needed for the protection of health, life and property.

(e) The provisions of this section will terminate at the end of the declared emergency.

Sec. 2-409. ~~Emergency-operational plans~~ Operations Plan.

The Director ~~of the Bureau~~Emergency Management shall prepare an emergency operational plan (EOP) for the city, which shall be submitted to the City Council for approval. The emergency plan shall reflect the use of the National Incident Management System (NIMS) as its primary command and control system for all city, county, state and federal agencies.

Continued review and revision of the EOP is essential to the City's Emergency preparedness. Not less than once every three years, the Director, in consultation with the City Manager shall review and revise the EOP and submit it to the City Council for approval. Notwithstanding the foregoing, the Director, in consultation with the City Manager, is authorized at any time to make administrative changes to the plan. For purposes of this Article, administrative changes are defined as those that do not substantially change emergency processes or organizational roles and responsibilities otherwise described in the EOP.

It shall be the responsibility of all municipal departments and agencies to perform the functions assigned and to maintain their portions of the plan in a current state of readiness.

Sec. 2-411. Compensation for injuries.

All members of emergency preparedness forces shall be deemed to be employees of the state ~~when engaged in training or on duty while on, preparing for, or training for emergency management duty,~~ and shall have all of the rights of state employees under the Workers'men's Compensation Act, as set forth in Title 37-B, M.R.S. § 823.

Sec. 2-413. Penalty.

Any person, firm or corporation violating any provision of this article or any rule or regulation promulgated thereunder, upon conviction thereof, shall be punished by a fine of not more than one thousand~~five hundred~~ dollars (\$1,000.00~~500.00~~) and the costs of prosecution.
