

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



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

CITY COUNCIL MEETING - FEBRUARY 2, 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/8374/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 01.21.2026

PROCLAMATIONS:

Proclamation 13-25/26 Recognizing Barber Foods - Sponsored by Councilor Pious Ali

Proclamation 19-25/26 Recognizing Cullen Ryan for his Leadership at Community Housing of Maine - Sponsored by Councilor Sarah Michniewicz

Proclamation 20-25/26 Recognizing February 7, 2026 as 2-0-7 Day - Sponsored by Mark Dion, Mayor

Proclamation 21-25/26 Recognizing Parker Poole IV for his Bravery and Service to the City of Portland - Sponsored by Mark Dion, Mayor

CONSENT ITEMS:

Order 124-25/26 Granting Municipal Officers' Approval of Luna Sole Creative Party Planning, dba The Maine Lobsterbake. Application for Qualified Catering at 416 Commercial Street - Sponsored by Danielle P. West, City Manager

Application was filed on 1/08/26. This is an upgrade in license of an existing establishment.

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

Order 125-25/26 Granting Municipal Officers' Approval of JTR Holdings, dba Churchill Events. Application for Qualified Catering at 1037 Forest Ave, #9 - Sponsored by Danielle P. West, City Manager

Application was filed on 1/12/26. 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.

COMMUNICATIONS:

Communication 11-25/26 Regarding the 2026 Council Common Goals - Mark Dion, Mayor

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

RESOLUTIONS:

Resolve 7-25/26 Authorizing the Mayor, on Behalf of the City Council, to Participate in Litigation Related to the Surge of Immigration Enforcement Activities - Sponsored by Mark Dion, Mayor

On January 20, 2026, the United States Department of Homeland Security (DHS) initiated an unprecedented surge of immigration enforcement activities in the State of Maine. The City of Portland has felt the impact of this sudden surge, which has created a climate of fear and uncertainty among the City's residents, with many schools reporting a decrease in attendance, and businesses and healthcare providers reporting staffing shortages, reduced operating hours, or closing indefinitely as a result. The State of Minnesota and the cities of Minneapolis and St. Paul have sued the Departments of Homeland Security, Immigration and Customs Enforcement, and Customs and Border Protection seeking an injunction against the federal government's unlawful enforcement actions (State of Minnesota et al v Kristi Noem, et al, Case No. 0:26-cv-00190 (D.Minn. 2026)). This resolution authorizes the Mayor, on behalf of the Council, to participate in that and similar litigation in response to the increased immigration enforcement activities in the City of Portland and the State of Maine.

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

UNFINISHED BUSINESS:

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 received its first reading on January 21. 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. It received its first reading on January 21. Five affirmative votes are required for passage after public comment.

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.

This item was postponed on January 21 to be read with the order below. Five affirmative votes are required for passage after public comment.

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. It received its first reading on January 21. Five affirmative votes are required for passage after public comment.

ORDERS:

Order 126-25/26 Renaming Kiwanis Pool in Libbytown the Rising Eddy Community Pool - Sponsored by the Sustainability & Transportation Committee, Regina Phillips, Chair

In accordance with the ordinance for the naming of City assets, and at the request of the City Manager, Mayor Dion convened a Naming Committee to initiate the naming process for the new community pool in Libbytown (formerly known as the Kiwanis Pool). The Sustainability & Transportation Committee voted on January 14 to recommend "Rising Eddy Community Pool" as the pool's new name.

Five affirmative votes are required for passage after public comment.

Order 127-25/26 Accepting and Appropriating \$250,000 in Donated Funds Raised by the Portland Parks Conservancy for the Portland Public Pool Replacement Project - Sponsored by Danielle P. West, City Manager

This agenda item appropriates \$250,000 of additional private donations raised by the Portland Parks Conservancy to the Portland Public Pool Replacement project. Prior agenda item (Order 63-24/25) appropriated the initial \$1M in private donations.

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

Order 128-25/26 Accepting and Appropriating a \$3,783 Maine Historic Preservation Commission Grant for Planning Staff Participation in Forum 2026 - Sponsored by Danielle West, City Manager

On October 30, 2025 the City of Portland was awarded a \$3,783 grant award from the Maine Historic Preservation Commission (MHPC), to support staff attendance at Forum 2026 (a national preservation conference organized by the National Alliance of Preservation Commissions or NAPC). The Planning and Urban Development department will provide \$1,261 in matching funds from previously allocated professional development funds.

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

Order 129-25/26 Approving the Service Contract Between the Maine Historic Preservation Commission and the City of Portland and Accepting and Appropriating a Pass-Through Grant in the Amount of \$13,257 - Sponsored by Danielle West, City Manager

On October 30, 2025, the City of Portland was awarded a \$13,257 grant award from the Maine Historic Preservation Commission (MHPC), which will be administered as a pass-through grant to the Maine Charitable Mechanic Association for the replacement of the Casco Street bulkhead at Mechanics' Hall. The Maine Charitable Mechanic Association will provide \$10,000 in matching funds. As a pass-through grant, the City will not contribute funds to this project.

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

Order 130-25/26 Approving the Service Contract Between the Maine Historic Preservation Commission and the City of Portland and Accepting and Appropriating a Pass-Through Grant in the Amount of \$14,332 to the Fifth Maine Regiment Museum - Sponsored by Danielle West, City Manager

On October 30, 2025, the City of Portland was awarded a \$14,332 grant award from the Maine Historic Preservation Commission (MHPC), which will be administered as a pass-through grant to the Fifth Maine Regiment Museum for pre-development work for the future foundation repair of the Fifth Maine Museum on Peaks Island. The Fifth Maine Regiment Museum will provide \$4,778 in matching funds. As a pass-through grant, the City will not be providing any funds to the project.

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

EXECUTIVE SESSION:

NON-AGENDA ITEMS (MOVED FROM THE FLOOR):

Order 131-25/26 Extending for 179 Days the Moratorium on Theater and Performance Hall Projects with a Capacity Exceeding 2000 People in the City of Portland Established by Order 9-25/26 - Sponsored by Wesley Pelletier, City Councilor

Resolve 8-25/26 Calling Upon the Governor of Maine to Enact a Temporary Stay of Residential Evictions to Protect Public Health and Housing Stability - Sponsored by Kate Sykes and Pious Ali, City Councilors

ADJOURNMENT:

ZOOM INFORMATION:

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

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

PLEDGE OF ALLEGIANCE:

Mayor Dion lead all present in the Pledge of Allegiance.

ROLL CALL:

Mayor Dion called the meeting to order at 5:05pm.

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

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

Mayor Dion opened the floor for public comment. The following individuals spoke: No one spoke

ANNOUNCEMENTS:

RECOGNITIONS:

PRESENTATIONS:

APPROVAL OF MINUTES OF PREVIOUS MEETING:

City Council Meeting Minutes 01.05.2026

Approval of Minutes:

January 5, 2026 Council Meeting

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

PROCLAMATIONS:

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

Proclamation 17-25/26 Recognizing February 2026 as Black History Month - Sponsored by Mark Dion, Mayor. Councilor Phillips read into the record.

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

Proclamation 18-25/26 Recognizing the Public Health Contributions of MaineHealth Maine Medical Center - Sponsored by Mark Dion, Mayor. Councilor Bullett read into the record.

APPOINTMENTS:

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

Order Appointing the Urban Constables for 2026 Police Department Urban Rangers
Motion was made by Councilor Ali and seconded by Councilor Michniewicz. Passage 9-0

Mayor Dion opened the floor for public comment. The following individuals spoke: No one spoke

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

Order 117-25/26 through Order 119-25/26 were read and passed as consent items: Public comment was taken on orders together.

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

Passage: 9-0

Mayor Dion opened the floor for public comment. The following individuals spoke: No one spoke

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

Order 117-25/26 through Order 119-25/26 were read and passed as consent items: Public comment was taken on orders together.

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

Passage: 9-0

Mayor Dion opened the floor for public comment. The following individuals spoke: No one spoke

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

Order 117-25/26 through Order 119-25/26 were read and passed as consent items: Public comment was taken on orders together.

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

Passage: 9-0

Mayor Dion opened the floor for public comment. The following individuals spoke: No one spoke

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

Motion made by Councilor Bullett and seconded by Councilor Phillips for passage.

Passage 6-3 (Councilor Grant, Councilor Michniewicz and Mayor Dion opposed)

Mayor Dion opened the floor for public comment. The following individuals spoke: Councilor Bullett, Councilor Sykes, Dan Felkel (Attorney), Mayor Dion, Councilor Michniewicz, Rachel Millette (Corporation Counsel), Councilor Grant, Councilor Pelletier, Councilor Fournier

Councilor Sykes Amendment 1: Motion made by Councilor Sykes and seconded by Councilor Phillips. Amendment failed 6-3 (Councilor Fournier, Councilor Grant, Councilor Michniewicz, Councilor Bullett, Councilor Phillips, Mayor Dion opposed)

Councilor Sykes Amendment 2: Motion made by Councilor Sykes and seconded by

Councilor Ali. Amendment failed 6-3 (Councilor Fournier, Councilor Grant, Councilor Michniewicz, Councilor Bullett, Councilor Phillips, Mayor Dion opposed)

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.

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

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

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

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

This is 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 first reading.

Motion to postpone made by Councilor Bullett and seconded by Councilor Phillips.
Passage 9-0

Order postponed to the February 2, 2026 City Council Meeting

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 first reading.

EXECUTIVE SESSION:

ADJOURNMENT:

Motion was made by Councilor Ali and seconded by Councilor Sykes to adjourn. Passage: 9-0
Adjourned 5:51PM

A TRUE RECORD

Abbey Lombard, Interim City Clerk

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)

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

HONORING THE BARBER FAMILY FOR THEIR LASTING CONTRIBUTIONS TO THE CITY OF PORTLAND

WHEREAS, Augustus “Gus” Barber established his first small neighborhood shop in Portland, Maine, in 1955, guided by values of hard work, perseverance, and commitment to quality; and

WHEREAS, through dedication and innovation, Gus Barber and his family built a lasting enterprise that has provided steady employment for generations of Portland residents and supported the growth of the city’s local economy; and

WHEREAS, the Barber family has long exemplified civic pride and community engagement, contributing to charitable causes, mentoring local youth, and maintaining a strong connection to the people and neighborhoods of Portland; and

WHEREAS, their legacy continues through ongoing efforts that reflect the same values of integrity, craftsmanship, and commitment to the well-being of their employees and community; and

WHEREAS, the story of the Barber family serves as an enduring reminder of the positive impact that family-owned and locally rooted enterprises have on Portland’s prosperity and character;

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 honor the Barber Family for their many decades of dedication, innovation, and community contribution, and express the City’s gratitude for their continued presence and investment in Portland’s success.

Signed and sealed this 2nd day of February, 2026



**Mark Dion, Mayor
City of Portland**

**CITY OF PORTLAND
IN THE CITY COUNCIL**

**PROCLAMATION
RECOGNIZING CULLEN RYAN FOR
HIS LEADERSHIP AT COMMUNITY HOUSING OF MAINE**

WHEREAS, the City of Portland, Maine, recognizes that a safe, stable home is the essential foundation upon which a healthy and productive life is built; and

WHEREAS, has served as a visionary leader and tireless advocate as the Executive Director of Community Housing of Maine (CHOM), dedicated to the development of high-quality, supportive, and affordable housing for our most vulnerable neighbors; and

WHEREAS, through his decades of service, Cullen has been a driving force in the effort to end homelessness in Maine, championing the "Housing First" model and proving that compassion paired with stable housing can transform lives; and

WHEREAS, his expertise and collaborative spirit have bridged the gap between state policy, local community needs, and the personal dignity of individuals with special needs, veterans, and those experiencing homelessness; and

WHEREAS, Cullen's leadership has resulted in the creation of hundreds of homes across the state, ensuring that "community" is a reality for everyone, regardless of their challenges;

NOW, THEREFORE, BE IT RESOLVED, THAT I, Mark Dion, Mayor of the City of Portland, Maine and members of the City Council do hereby proclaim and commend Cullen Ryan for his unwavering commitment to the safety and well-being of the Greater Portland community and call upon all citizens to celebrate his profound impact on the landscape of housing justice and his unwavering commitment to the belief that everyone deserves a place to call home.

Signed and sealed this 2nd day of February, 2026



**Mark Dion, Mayor
City of Portland**

**CITY OF PORTLAND
IN THE CITY COUNCIL**

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

RECOGNIZING FEBRUARY 7, 2026 AS 2-0-7 DAY

WHEREAS, Maine's 207 area code has become a well-recognized aspect of our state's collective identity and is a source of pride; and

WHEREAS, in celebration of Maine's unique status as one of only 11 states with a single area code, Portland Downtown launched 2-0-7 Day in 2022 to promote Portland's small business community and provide a new, exciting event for residents during a traditionally slower time in Maine's economy; and

WHEREAS, annual activities on 2-0-7 Day include a self-guided, virtual scavenger hunt through Portland, \$2.07 deals, and 20.7 percent discounts at participating businesses; and

WHEREAS, 2-0-7 Day presents an opportunity for residents to exit their winter hibernation, show their Maine pride and come together as a community to shop small and strengthen our local economy;

WHEREAS, 2026 is America's Semiquincentennial, commemorating the 250th anniversary of the signing of the Declaration of Independence, and 2-0-7 Day offers each Maine community a unique opportunity to illuminate our state's legacy in America's story and our collective role in America's ongoing journey.

NOW, THEREFORE, BE IT RESOLVED, THAT I, Mark Dion, Mayor of the City of Portland, Maine and members of the City Council do hereby proclaim February 7, 2026 as 2-0-7 Day.

Signed and sealed this 2nd day of February, 2026



**Mark Dion, Mayor
City of Portland**

**CITY OF PORTLAND
IN THE CITY COUNCIL**

**PROCLAMATION
RECOGNIZING PARKER POOLE IV FOR
HIS BRAVERY AND SERVICE TO THE CITY OF PORTLAND**

WHEREAS, the City of Portland relies upon the specialized expertise and decisive action of its maritime professionals to maintain the safety and integrity of the working waterfront; and

WHEREAS, Parker Poole IV, through his leadership of Determination Marine and his roles on the Portland Waterfront Alliance and the Propeller Club, has established a distinguished record of service and advocacy for the Port of Portland; and

WHEREAS, on the night of December 26, 2025, a high-intensity commercial fire occurred at Custom House Wharf, posing a critical threat to regional infrastructure and numerous commercial vessels; and

WHEREAS, Parker Poole IV and crew member Tiger DiMillo initiated an immediate emergency response, operating their vessel within the hazardous zone under extreme thermal conditions and active fire suppression streams; and

WHEREAS, these maneuvers were instrumental in clearing essential maritime access for the Portland Fire Boat, directly enabling fire personnel to establish a superior vantage point to suppress the blaze and prevent its spread to adjacent structures; and

WHEREAS, the technical skill and professional composure demonstrated during this incident mitigated substantial economic loss and prevented the escalation of a major waterfront emergency;

NOW, THEREFORE, BE IT RESOLVED, THAT I, Mark Dion, Mayor of the City of Portland, Maine and members of the City Council do hereby proclaim and commend Parker Poole IV for his exceptional bravery, technical proficiency, and selfless service to the city of Portland during the Custom House Wharf fire.

Signed and sealed this 2nd day of February, 2026



**Mark Dion, Mayor
City of Portland**

MEMORANDUM
City Council Agenda Item

FROM:

DATE: January 20, 2026

SUBJECT: Order 124-25/26 Granting Municipal Officers' Approval of Luna Sole Creative Party Planning, dba The Maine Lobsterbake. Application for Qualified Catering at 416 Commercial 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 1/08/26. This is an upgrade in license 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. 2026.02.02_Maine Lobsterbake_Council Packet
2. 2026.02.02_Maine Lobsterbake_Council Order

Prepared by:

Date: 01/20/2026

Letter to City Council

To whom it may concern,

I currently hold a liquor license for my event space, The Downtown Social, located at 128 Free Street, where we have provided both on-site and off-site bar catering services.

Due to unforeseen circumstances, I will be closing The Downtown Social. I am respectfully requesting to transfer my qualified catering liquor license to my other company, Luna Sole Creative Party Planning / Maine Lobsterbake Co.

Luna Sole Creative Party Planning / Maine Lobsterbake Co. was established in 2003 and has a long history of producing professionally managed events throughout Maine. Under this license, we will continue to offer liquor service exclusively at off-site catered events.

Thank you for your time and consideration. Please let me know if you require any additional documentation or information to support this request. I look forward to your guidance on the next steps.

Thank you for your time,
Courtney MacIsaac
Owner MLBC/Downtown Social/Social Events

After an application has been approved by City Council:

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

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

Application fee: \$45

Liquor Class Fee: (see next page for amounts)

Health Inspection Fee: \$150

Background check: \$21/person

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

Liquor Classification of Establishment	Class I (Qualified Catering Service) \$1,873.00
Maine B.E.L.L.S. File/Tracking Number	123506139
Date of Submission of Maine B.E.L.L.S. application:	01/07/2026
Name of Establishment (Doing Business As)	The Maine Lobsterbake Co
Physical Location of Establishment (Street Address)	416 Commercial Street Unit E
What is the business' ownership structure?	Corporation/LLC/Non-Profit Organization
Name of Corporation, LLC, or Non-Profit Organization	Luna Sole Creative Party Planning
Business Mailing Address	Po Box 15412
City	Portland
State	Maine
ZIP	04112
Business Phone	207-828-6374
Establishment Email	mainelobsterbakecompany@gmail.com
Contact Person Name	Courtney MacIsaac
Contact Person Phone	207-415-8063
Contact Person Email	mainelobsterbakecompany@gmail.com
What is your targeted opening date?	03/01/2026

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

Courtney MacIsaac

Street Address of Primary Residence

22 Park Street #8

City

Portland

State

Maine

ZIP

04101

Birth Date

08/11/1974

Corporation/LLC Name	Luna Sole Creative Party Planning
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Corporate Mailing Address	PO Box 15412
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City	Portland
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State	Maine
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ZIP	04112
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Primary Contact Person	Courtney MacIsaac
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Contact Phone	207-415-8063
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Is any principal officer under the age of 21?	YES
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Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of law?	NO
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Please list names, addresses, and contact information for on-site managers.

On-Site Managers

i. Name

Courtney MacIsaac

Date of Birth

08/11/1974

Phone

207-415-8063

Email

mainelobsterbakecompany@gmail.com

Owner of Premises (Landlord) Name Harbor Fish

Address of Premises Owner (Landlord) Custom House Wharf

City Portland

State Maine

ZIP 04101

Owner of Premises (Landlord) Phone 207-775-0251

Owner of Premises (Landlord) Email laura@harborfish.com

Type of Food Served: Lobster

Please select all that will be served:

- Liquor
- Wine
- Beer

Days and Hours of Operation: We only offer offsite catering

Is the establishment less than 300 feet from a school, dormitory, church or parish house, or similar establishment? NO

Will you have entertainment on the premises? (If yes, a Supplemental Application for Entertainment is required.) NO

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

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

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

Does the Issuance of this license directly or indirectly benefit any NO

City employee(s)?

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):

The Downtown Social 128 free street/The Maine Lobsterbake

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

 Letter to City Council.pdf

Floorplan/Layout of the premises

 2024-04-08 13_12_28.pdf

Menu

 Menu.pdf

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

 New Document(18).pdf

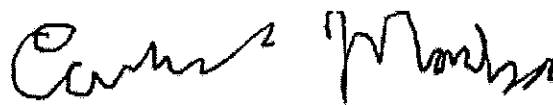
Signature Agreement

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

Courtney MacIsaac

Title of Signatory

Owner

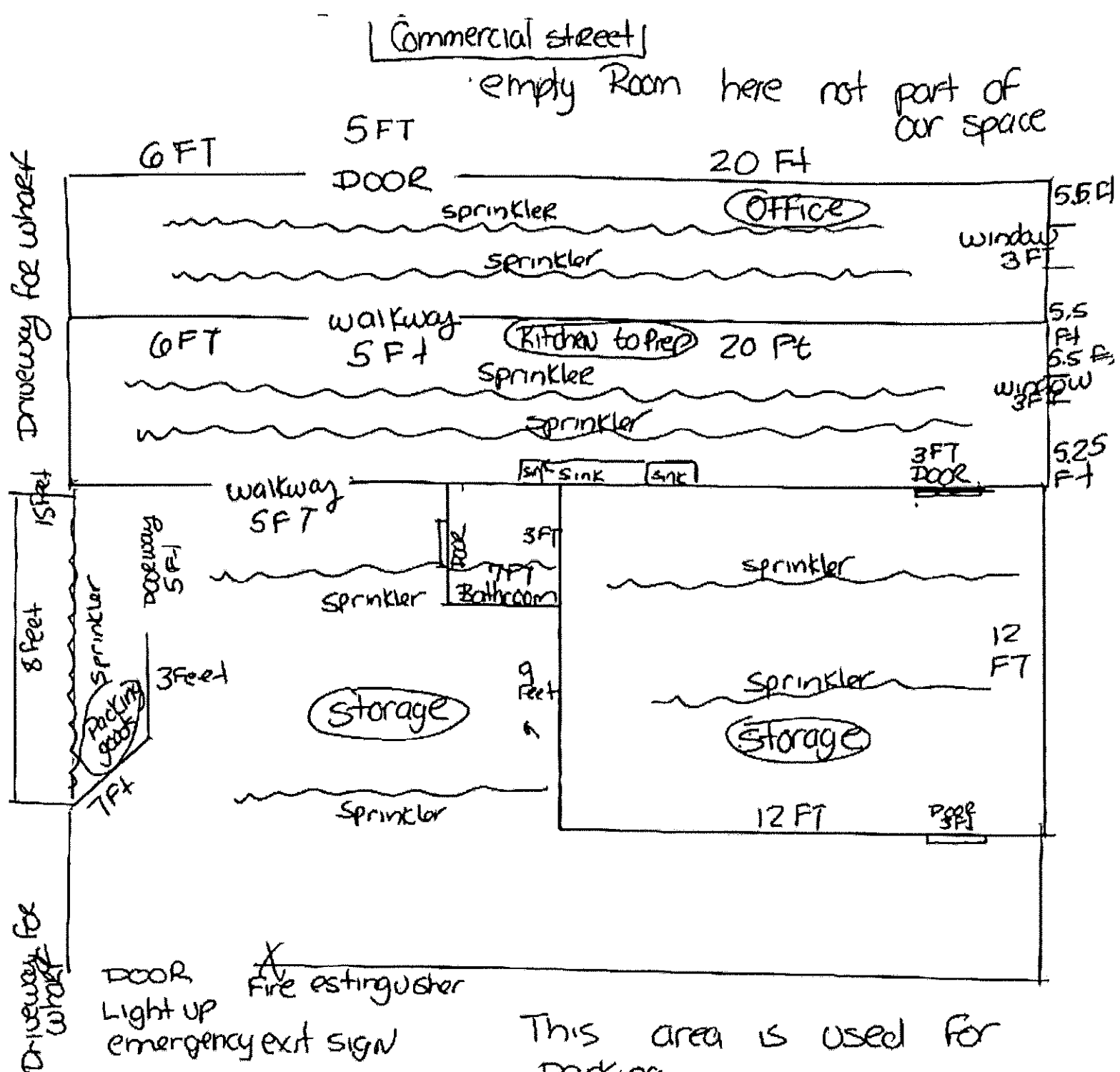
Date

01/07/2026

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!



Menu

New England Clam Chowder
Rope Grown Mussels
Steamer Clams
Lobster
Corn
Baguette
Cornbread
Strawberry Shortcake
Blueberry Cake
Watermelon Slices

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE (this "Lease") dated this 26 day of August, 2019

BETWEEN:

Harbor Fish Market of 9 Custom House Wharf Portland, Maine 04101
Telephone: (207) 772-6557 Fax: (207) 897-0611
(the "Landlord")

OF THE FIRST PART

- AND -
MAINE LOBSTER CAKE INC. AND COURTNEY MACISAAC

Telephone: (207) 415 8063 Fax: _____
(the "Tenant")

PO Box 15412 Portland me 04112

OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

Definitions

1. When used in this Lease, the following expressions will have the meanings indicated:
 - a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;
 - b. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at 416 Commercial St. suite [#]5 Portland, Me 04101, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;
 - c. "Common Areas and Facilities" mean:
 - i. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to



Zachary Lenhart <zlenhart@portlandmaine.gov>

Maine Lobster Bake_Qualified Catering_416 Commercial St Unit E

Zoning <zoning@portlandmaine.gov>

Thu, Jan 15, 2026 at 8:01 AM

To: Zoning <zoning@portlandmaine.gov>

Cc: Zachary Lenhart <zlenhart@portlandmaine.gov>, Zachary Finley <zackf@portlandmaine.gov>, Fire Prevention <fireprevention@portlandmaine.gov>, Katlyn Sawyer <ksawyer@portlandmaine.gov>, Matthew Caton <mcaton@portlandmaine.gov>, Eric Cobb <ecobb@portlandmaine.gov>, "Lynch, Kim" <kim.lynch@maine.gov>, Benjamin Pearson <bnp@portlandmaine.gov>, Elisa Marr <emarr@portlandmaine.gov>, Tom Williams <tw@portlandmaine.gov>, Jason Grant <jgrant@portlandmaine.gov>, Treasury Division <treasury@portlandmaine.gov>, Business Licensing <bl@portlandmaine.gov>, cstacey <cstacey@portlandmaine.gov>

Good Morning,

The legal use for 416 Commercial ST, Unit 5/Suite E, is low-impact industrial (commercial kitchen). Zoning approves.

Thank you,

Mac

Mac Coldwell

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

[Quoted text hidden]

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on February 2, 2026 at 5:00 P.M., in City Council Chambers, 389 Congress St. for approval of Luna Sole Creative Party Planning, dba The Maine Lobsterbake. Application for Qualified Catering at 416 Commercial Street - Sponsored by Danielle P. West, City Manager

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



January 22, 2026

Luna Sole Creative Party Planning
P.O. Box 15412
Portland, ME 04112

Re: Approval of Luna Sole Creative Party Planning, dba The Maine Lobsterbake.
Application for Qualified Catering at 416 Commercial Street

Dear Luna Sole Creative Party Planning:

This letter shall serve as a reminder of the public hearing before the Portland City Council on Monday February 2, 2026 at 5:00 p.m., for the review of application for Qualified Catering at 416 Commercial 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



Application Copy

File Number: 126384

Job Type: Amendment Application

AMENDMENT TYPE Transfer of Ownership	APPLICATION DATE RECEIVED 2026-01-07
NEW SECONDARY LICENSE(S) None selected	
LICENSEE Social Events, LLC	LICENSEE TYPE Limited Liability Company
PREMISES TYPE Qualified Catering Services	PREMISES NAME Luna Sole Creative Party Planning DBA The Maine Lobsterbake Co
OPERATOR Courtney MacIsaac	
PHYSICAL ADDRESS 416 Commercial Street Unit E Portland ME 04101	
MAILING ADDRESS PO Box 15412 Portland ME 04112	
CONTACT NAME Courtney MacIsaac	PREFERRED CONTACT METHOD Email
CONTACT PHONE (207) 828-6374	ALTERNATE PHONE (207) 415-8063
FAX	EMAIL thewaterfrontsocial@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

20031330 D Luna Sole Creative Party Planning DBA Maine

Lobsterbake

202404810DC

Social Events LLC

2. What is your expected start date?

February or March depending on how long it takes to get through city council

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

Yes

Social Events
128 Free Street
Portland, Maine 04101
QCS-111268

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

31642

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?
Courtney MacIsaac
August 11, 1974
- 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?

some at 416 commercial street
Portland, Maine 04101

some at 128 free street, portland maine 04101

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

Will only do offsite catering

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.

King Middle School 1.3 Miles
Cathedral of Immaculate Conception .4 miles

21 Do you have a food menu?

Yes
(document uploaded)

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Supplemental Ownership Form	Supplemental Ownership Form and Affidavit-2.pdf	
Food Menu	MLB Menu (1).jpg	

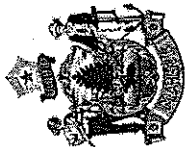
APPLICANT

Courtney MacIsaac

DECLARATION

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

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



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

Supplemental Ownership Form

28-A M.R.S. §651

All Questions Must Be Answered Completely.

1. Company or sole proprietor legal name: Luna Sole Creative Party Planning DBA Maine Lobsterbake Co	2. Date of incorporation/registration: 1/30/2003 20031330 D	3. State of incorporation: Maine
--	---	--

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

Name	Date of Birth	Phone or E-mail	Address	Title	Ownership Stake (%)
Courtney MacIsaac	08/11/1974	207-828-6374	PO Box 15412 Portland, Maine 04112	owner	100

Affidavit

ONLY COMPLETE THIS PAGE IF THERE ARE NO OWNERS OVER 10% LISTED ON PAGE 1

The undersigned authorized representative of the applicant swears or affirms that no person that holds an ownership interest in the applicant holds an ownership interest equal to or greater than 10%.

1/7/2026

Affiant Signature

Date

courtney macisaac

Affiant Printed Name

State of maine, County of cumberland

I certify that on the date set forth below, the individual named above did appear personally before me and that I did identify this applicant by: (a) comparing his/her physical appearance with the photograph on the identifying document presented by the applicant and with the photograph affixed hereto, and (b) comparing the applicant's signature made in my presence on this form with the signature on his/her identifying document.

1/7/26

Signature of Notary Public

Date

Printed Name of Notary Public

WARNING: The statements on this application are made under oath or affirmation. False statements can be grounds for rejection of the application or suspension or revocation of a license. False swearing is a Class D crime punishable by up to 364 days incarceration and a \$2,000 fine.

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:

**Luna Sole Creative Party Planning, dba The Maine Lobsterbake. Application for
Qualified Catering at 416 Commercial Street**

MEMORANDUM
City Council Agenda Item

FROM:

DATE: January 20, 2026

SUBJECT: Order 125-25/26 Granting Municipal Officers' Approval of JTR Holdings, dba Churchill Events. Application for Qualified Catering at 1037 Forest Ave, #9 - 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 1/12/26. 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. 2026.02.02_Churchill Events_Council Packet
2. 2026.02.02_Churchill Events_Council Order

Prepared by:

Date: 01/20/2026

Justin Rowe
New Owner and Chief Executive Officer
Churchill Events
Portland, Maine

01/12/2026

Honorable Mayor and Members of the City Council
c/o Business Licensing and Housing Safety Division
City of Portland
389 Congress Street
Portland, ME 04101

Dear Mayor and Members of the City Council,

This Letter of Intent is submitted in connection with an application for **liquor license due to a change in ownership** for the business known as **Churchill Events**, located in Portland, Maine.

I, **Justin Rowe**, intend to purchase and assume ownership of Churchill Events and, upon completion of the transaction, will serve as the **Owner and Chief Executive Officer**. The business will continue to operate under the same trade name and in substantially the same manner as previously licensed.

There is **no proposed change** to the class of license, the nature of the business, or the manner of alcohol service as a result of this ownership transfer. Alcohol service will remain limited to permitted private events and will be conducted in accordance with all applicable City of Portland ordinances and State of Maine laws. All service of alcohol will be performed by properly licensed and trained personnel.

This application is submitted for the purpose of maintaining licensure and ensuring uninterrupted, compliant operation following the ownership transfer.

Thank you for your consideration. I am available to provide any additional information required.

Respectfully submitted,

Justin Rowe
New Owner and Chief Executive Officer
Churchill Events



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: 126560	Date of Submission of BELLS application: 01/08/2026
--	---

Business Information

Legal Business Entity Applicant Name (corporation, LLC): JTR Holdings		Business Name (D/B/A): Churchill Events	
Individual or Sole Proprietor Applicant Name(s): Justin Rowe		Physical Location: 1037 Forest Ave	
If applicable, what was formerly at this location:		Business Email Address:	
Mailing Address: 1037 Forest Ave #9 Rear		Contact Person: Justin Rowe	
Contact Person Phone: 2073177101		Contact Person Email: jtrowe76@gmail.com	
Manager of Establishment: Justin Rowe	Date of Birth: 10/08/1976	Manager Phone: Same	
Owner of Premises (Landlord): Joseph B Wojcik Jr Income Prop MGMT		Address of Premises Owner (Landlord): PO Box15444 Portland, ME 04112	

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: JTR Holdings		Corporate Mailing Address: 1037 Forest Ave Portland, ME 04103	
Contact Person: Justin Rowe		Contact Phone: 207-317-7101	
Principal Officers	Title	Date of Birth	Residence Address
Justin Rowe	Owner/CEO	10/08/1976	21 Seaborne Dr Yarmouth, ME 04096



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

Class of Liquor License (see fee schedule): Class I (Qualified Catering Service)		
Type of food served:	Catering. Varies by event type	
Please select all that will be served:	☒ Beer ☒ Wine ☒ Liquor	
Projected percentage of sales:	Generated from Food: 66% Generated from Alcohol: 34%	
Hours & days of operation:	7 days a week for events. Mon-Fri 8-4 Office	
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: Off site catering. No in house dining		
Is the establishment less than 300 feet from a school, dormitory, church or parish house, or similar establishment?	☐	☒
If yes, give the distance:		
Will you have entertainment on the premises? (If yes, a Supplemental Application for Entertainment is required.)	☐	☒
Will you permit dancing after 1:00 a.m.?	☐	☒
Will you have outside dining? (If yes, an Outdoor Dining Application is required)	☐	☒
If yes, will the outside dining be on: ☐ PUBLIC property or ☐ PRIVATE property		
Will you have any amusement devices (pinball, video games, juke box)?	☐	☒
If yes, please list: # of amusements: and # of pool tables:		
What is your targeted opening date? : Feb 01 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):		
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: Driving on suspended license. Approx 25 years ago		

Justin Rowe

I, Justin Rowe 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

Title Owner CEO

Date 01/12/2026

389 Congress Street, Room 307 • Portland, Maine 04101 • 207-874-8557

BL@portlandmaine.gov or www.portlandmaine.gov

WEDDING RECEPTION

SAMPLE MENU

STATIONARY DISPLAYS

LOCAL & IMPORTED CHEESES WITH FRUITS, BISCUITS, AND CRACKERS
DISPLAY OF SEASONAL VEGETABLES CRUDITÉS WITH ASSORTED DIPS

CHURCHILL RAW BAR

STEAMED JUMBO SHRIMP WITH A SPICY TRADITIONAL COCKTAIL SAUCE
JAMAICAN-SPICED GRILLED SHRIMP WITH HIBISCUS SALSA
CHIPOTLE-GLAZED & GRILLED SHRIMP WITH A GRILLED PINEAPPLE SALSA
LOBSTER MEDALLIONS ON ZUCCHINI ROUNDS WITH A LOBSTER ROE MAYONNAISE
MAINE SEA-SPICED SMOKED SALMON DISPLAY WITH TOAST POINTS & CONDIMENTS
OYSTERS FROM THE DAMARISCOTTA RIVER BASIN, SHUCKED TO ORDER
WITH MIGNONETTE AND TRADITIONAL COCKTAIL SAUCES

PASSED ITEMS

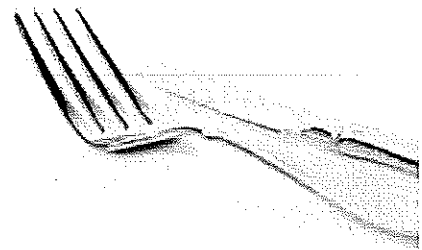
CRAB CAKES WITH A JALAPEÑO AIOLI
MUSHROOMS WITH MADEIRA AND HERBS IN PHYLLO CUPS
CURRIED CHICKEN & PEANUT SALAD ON WONTON CRISPS
GRILLED ASPARAGUS WITH A CHIPOTLE AIOLI DIP
GRILLED NATIVE CORN QUESADILLAS
ARUGULA TAPENADE WITH FRESH SHAVED REGGIANO PARMESAN

*Beverage service will consist of an open bar serving premium liquor brands,
red, white, & sparkling wines, assorted sodas, and sparkling waters.*

FOOD STATION

GRILLED AND SLICED HANGER STEAK
GRILLED AND SLICED BREASTS OF ROSEMARY CHICKEN
SLACKED AND GRILLED FILLETS OF SALMON
GRILLED AND ROASTED SEASONAL VEGETABLES
HEIRLOOM TOMATOES SALAD
MESCLUN TOSSED WITH A RASPBERRY VINAIGRETTE
SIX CHEESES-STUFFED BEGGARS' PURSES
ASSORTED SLICED BREADS

CHURCHILL EVENTS



TAPAS SAMPLE MENU

A SAMPLING OF THOSE "LITTLE MEALS" OF SPAIN

MÉLANGE OF SPICED MEDITERRANEAN OLIVES

FETA, PINE NUT, AND SUN-DRIED TOMATO SPREAD

ROASTED RED PEPPER HUMMUS

WHITE BEAN AND SAGE SPREAD

SLICED CHORIZO, ALTERNATED WITH SLICED TETILLA & MANCHEGO CHEESES

GRILLED HANGER STEAK WITH CARAMELIZED ONIONS.

GARLIC SHRIMP WITH A PARSLEY PESTO

MEATBALLS IN A ROMESCO SAUCE

TORTILLA DE PATATA

ANDALUSIAN GAZPACHO

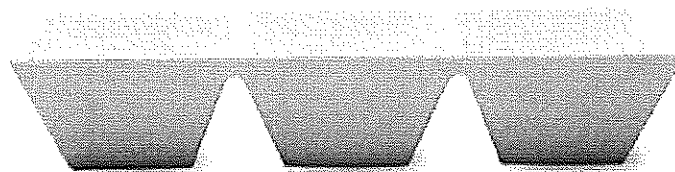
GRILLED GREEN AND WHITE ASPARAGUS WITH A CHIPOTLE AIOLI

POMEGRANATE CHICKEN & TOASTED WALNUTS IN SWEET PASTRY CUPS

CHOPPED CLAMS IN GARLIC AND SHERRY WITH FRESH CILANTRO

FRESH FIGS WITH CHÈVRE

GRILLED PORTOBELLO MUSHROOMS WITH AIOLIS



CHURCHILL EVENTS

DINNER MENU

SAMPLE MENU

HORS D'OEUVRE

LIME & TEQUILA-MARINATED JUMBO SHRIMP
SKEWERS OF JERK CHICKEN WITH A MANGO DIPPING SAUCE
GRILLED VEGETABLES WITH HUMMUS WRAPPED IN LAVASH
GRILLED HANGER STEAK ON CROSTINI WITH AN APPLE HORSERADISH CREAM
J. LASALLE BRUT, NV

DINNER

1ST COURSE

SEARED DIVER-HARVESTED SCALLOPS OVER
SAUTÉED GREENS WITH A CALVADOS CREAM
SAUVIGNON BLANC, GARY FARRELL VINEYARD

MAIN COURSE

SLICES OF SEARED DUCK BREAST
WITH A BING CHERRY SAUCE OVER NATIVE HARICOTS VERT
PINOT NOIR, CALERA, MILLS VINEYARD

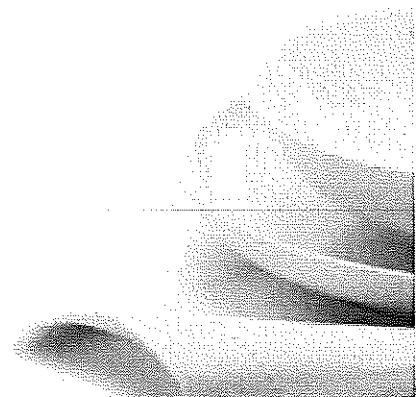
SALAD

NATIVE GREENS WITH MANDARIN ORANGES AND TOASTED ALMONDS
ORANGE CUMIN VINAIGRETTE

DESSERT

WARM MOLTEN CHOCOLATE CAKE
GINGER GELATO
SAUTERNE, ROUMIEU-LACOSTE VINEYARD

CHURCHILL EVENTS



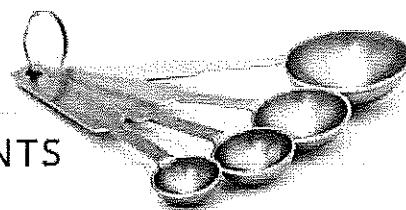
HEART HEALTHY ITEMS

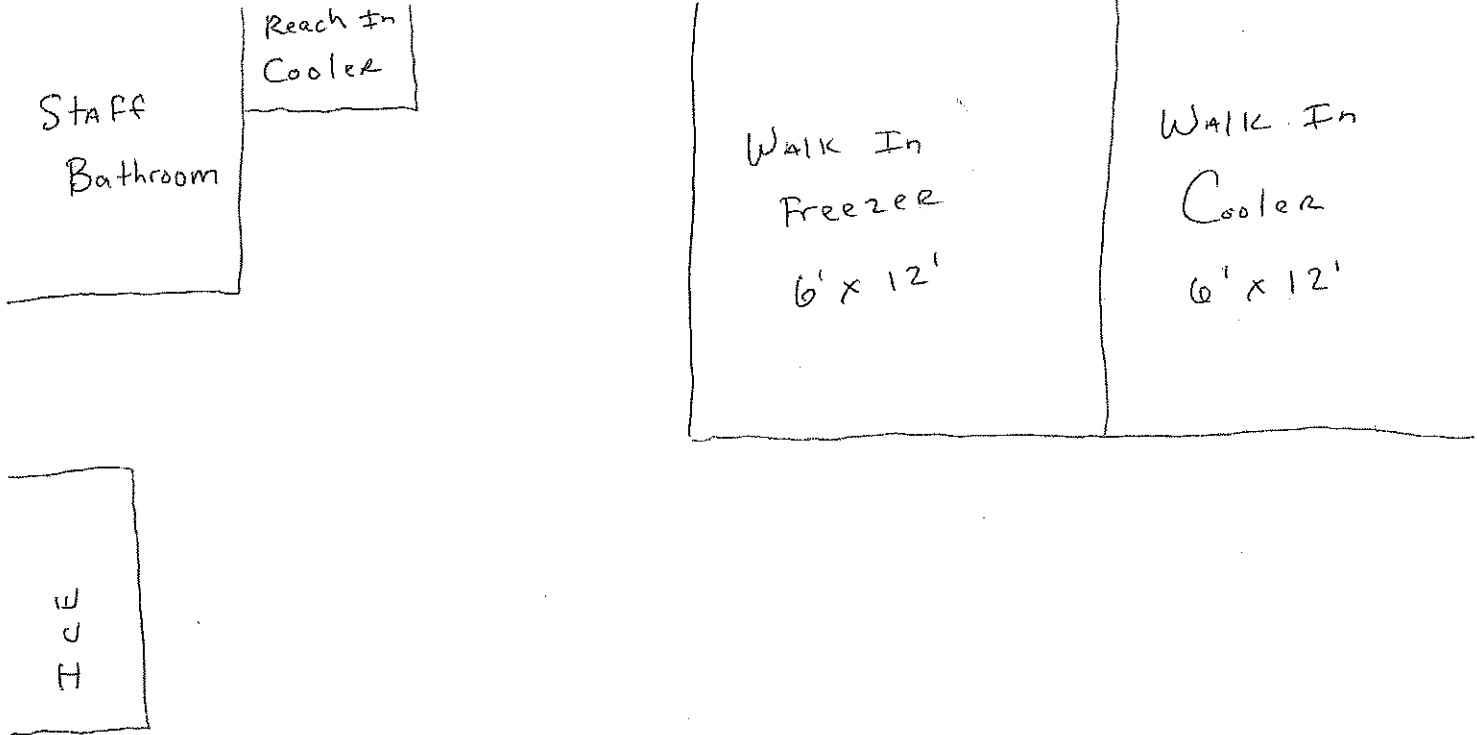
As an option for our guests, we've put together a heart healthy menu of items with no or low-fat content. During the past year, we have worked with both medical and nutrition experts to develop a variety of items that are both heart healthy *and* delicious. Here is a sample (most of which have 3 or fewer fat grams and less than 150 calories):

SUGAR SNAPS WITH LEMON, PARMESAN, AND EXTRA VIRGIN OLIVE OIL
ZUCCHINI, STUFFED OR ROASTED
GRILLED PORTOBELLO MUSHROOMS WITH CAPONATA
CORN AND EDAMAME SALAD
GARBANZO SALAD
GRILLED SALMON FILLET WITH MANGO & TARRAGON SALSA
GRILLED BREAST OF CHICKEN WITH A LIME GARLIC MOJO
GRILLED SWORDFISH STEAK WITH A CITRUS SAMBAL
WILD RICE
MEXICAN CAESAR SALAD
ROASTED BROCCOLI
TOSSED SALAD WITH A NO-FAT YOGURT & APPLESAUCE DRESSING
GRILLED VEGETABLES WRAP
MIXED FRUITS WITH A SWEETENED YOGURT DIP

We would be pleased to include some of these items in your next menu. In addition, we would enjoy presenting some of these items to you and your friends or staff in a demonstration format to show you how easy it can be to produce heart healthy and flavorful meals at home or in the office.

CHURCHILL EVENTS





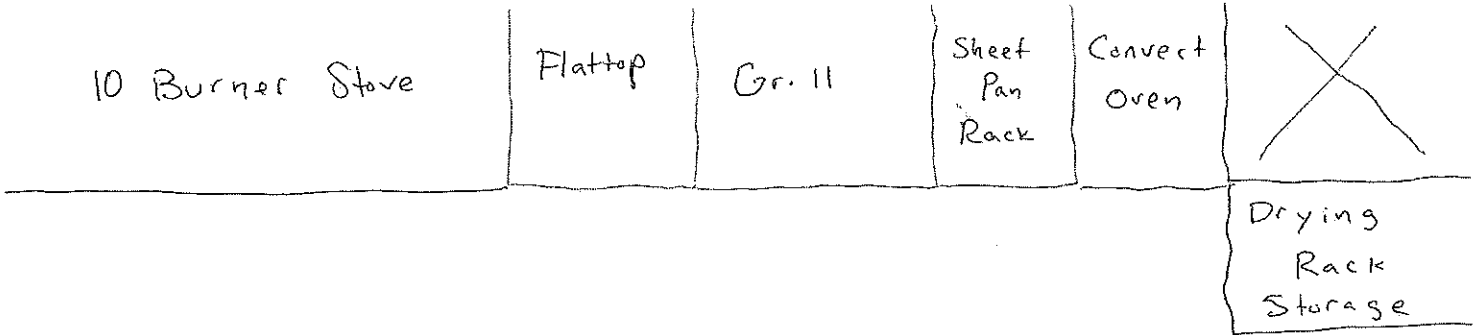
Room 2

Dishwasher	Beer Storage	Wine Storage	Liquor Storage
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Plate, Glass, Serving Ware
Storage + Holding

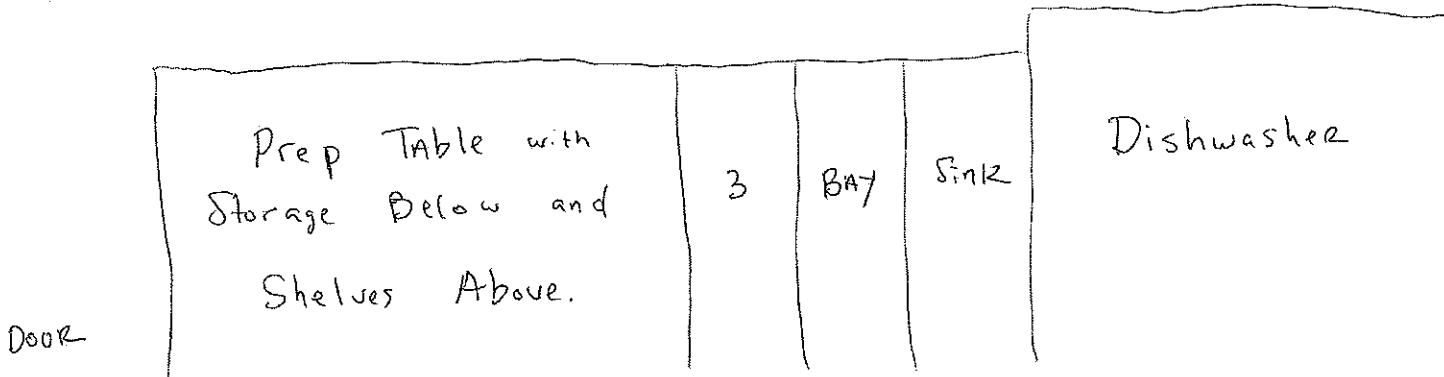
Room 3

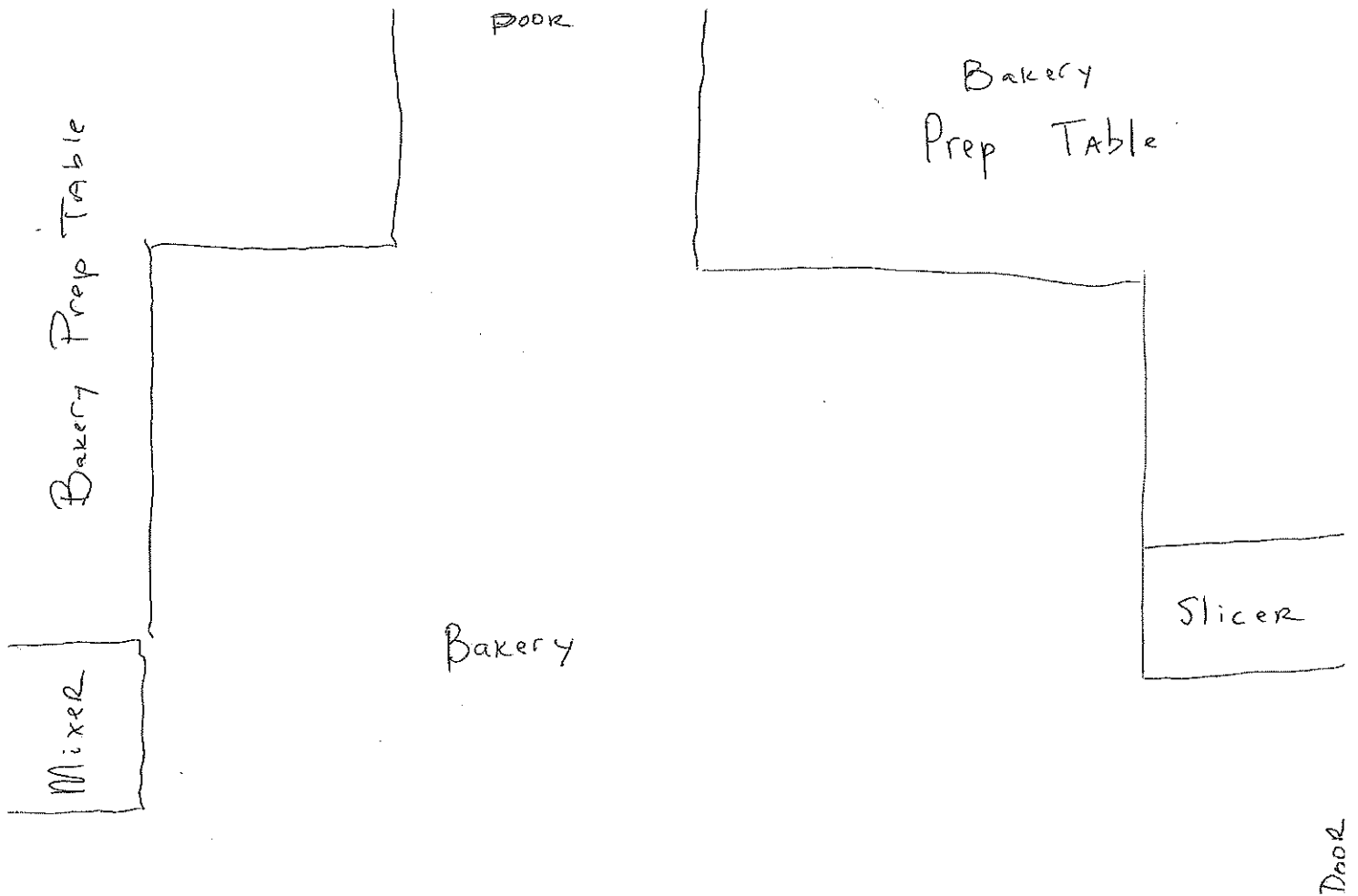
Tasting Room



Kitchen

door
to
Bakery







Zachary Lenhart <zlenhart@portlandmaine.gov>

Churchill Events_Qualified Catering_1037 Forest Ave

Zoning <zoning@portlandmaine.gov>

Wed, Jan 14, 2026 at 4:02 PM

To: Zoning <zoning@portlandmaine.gov>

Cc: Zachary Finley <zackf@portlandmaine.gov>, Katlyn Sawyer <ksawyer@portlandmaine.gov>, Zoning <zoning@portlandmaine.gov>, Business Licensing <bl@portlandmaine.gov>, Zachary Lenhart <zlenhart@portlandmaine.gov>

Hello,

The current legal use of 1037 Forest Ave unit 7 is *catering (retail)*. No change of use required.

Zoning approves.

Thank you,

Will Valentine
Zoning Specialist
City of Portland

[Quoted text hidden]

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on February 2, 2026 at 5:00 P.M., in City Council Chambers, 389 Congress St. for approval of JTR Holdings, dba Churchill Events. Application for Qualified Catering at 1037 Forest Ave, #9 - Sponsored by Danielle P. West, City Manager

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



January 22, 2026

JTR Holdings
1037 Forest Avenue, #9
Portland, ME 04103

Re: Approval of JTR Holdings, dba Churchill Events. Application for Qualified Catering at 1037 Forest Ave, #9

Dear JTR Holdings:

This letter shall serve as a reminder of the public hearing before the Portland City Council on Monday February 2, 2026 at 5:00 p.m., for the review of application for Qualified Catering at 1037 Forest Ave, #9. The meeting will take place in person at Portland City Hall, in City Council Chambers on the 2nd Floor of 389 Congress Street.

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

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

Sincerely,

Zachary J. Lenhert
Licensing and Housing Safety Manager



Application Copy

File Number: 126560

Job Type: Amendment Application

AMENDMENT TYPE

Transfer of Ownership

APPLICATION DATE RECEIVED

2026-01-08

NEW SECONDARY LICENSE(S)

None selected

LICENSEE LEGAL NAME

JTR Holdings

LICENSEE TYPE

Limited Liability Company

DOING BUSINESS AS

Churchill Events

CORPORATE NUMBER

202602889DC

INCORPORATION DATE

2025-08-22

CORRESPONDENCE ADDRESS

21 Seaborne dr Yarmouth ME 04096

MAILING ADDRESS

PHYSICAL ADDRESS

CONTACT NAME

Justin Rowe

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(207) 317-7101

ALTERNATE PHONE

FAX

EMAIL

jtrowe76@gmail.com

CORPORATE STRUCTURE

2. What is your expected start date?

2/1/2026

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?"

No

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

No

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

No

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

No

18 At which address are your business records located?

1037 Forest Ave
Portland, Maine 04103

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

Office Hours Monday-Friday 8-4
Catering Operation hours vary throughout the week, depending on the event.

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.

Catering operation vary with location. No such places near the commercial kitchen for daily operation

21 Do you have a food menu?

No

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Supplemental Ownership Form	Ownership form.pdf	

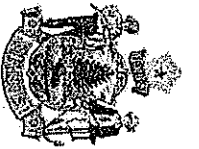
APPLICANT

Justin Rowe

DECLARATION

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

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



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

Supplemental Ownership Form

28-A M.R.S. §651

All Questions Must Be Answered Completely.

1. Company or sole proprietor legal name: Justin Rowe	2. Date of incorporation/registration: 08/22/2025	3. State of incorporation: Maine
--	--	-------------------------------------

List the following information for officers, directors, owners equal to or over 10%, and persons with indirect financial interest in the applicant.					
Name	Date of Birth	Phone or E-mail	Address	Title	Ownership Stake (%)
Justin Rowe	10/08/1976	207-317-7101 jtrowe76@gmail.com	21 Seaborne Dr Yarmouth, Me 04096	Owner/CEO	100

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

ORDER
GRANTING MUNICIPAL OFFICERS’
APPROVAL OF:

JTR Holdings, dba Churchill Events. Application for Qualified Catering at 1037 Forest Ave, #9



Portland Common Council Goals 2026 to Committee Workplans

Through the 2026 goal-setting process, the Portland City Council has identified six Common Council Goals that will guide the Council's collective work this year. These goals represent areas where councilors expressed shared commitment to advancing meaningful change. During the goal-setting workshops, councilors also identified concrete actions the Council could consider to translate these high-level goals into tangible policy work.

The attached chart demonstrates how these priority themes, specific goals, and proposed actions connect to create an integrated approach to Portland's most pressing challenges. As committees develop their detailed 2026 workplans, this framework provides a roadmap for ensuring individual committee work contributes to Council-wide progress. The specific actions identified by councilors serve as starting points for committee deliberations, with the understanding that committees may refine, prioritize, or sequence these actions based on capacity, timing, and emerging opportunities.

The 2026 Common Council Goals represent an ambitious agenda that seeks to make progress on Portland's most critical needs while building toward long-term community resilience. The connection between these goals and proposed committee actions provides a clear pathway from aspiration to implementation, ensuring that the Council's collective vision translates into meaningful policy change for Portland residents.

2026 Common Council Goals Mapped to Council Committees with Potential Actions for Consideration in Committee Workplans

Theme	Description	Committee	Potential Action
Accelerate Housing Production and Strengthen Affordability Protections	Address Portland's housing challenges by encouraging the development of more homes and protecting affordability, so current and future residents can live and thrive in our community.	Housing & Economic Development Committee	Consider adjustments to inclusionary zoning ordinance to promote housing production.
			Consider policy amendments to streamline building permit application review and approval.
			Review Social Housing Task Force recommendations and consider council action on next steps.
			Consider amendment to Dusen Trust Fund ordinance to support housing assistance for residents (e.g., eviction prevention, security deposit assistance).
			Consider amendment to the rent control ordinance to strengthen enforcement.
Reduce Chronic Homelessness	Decrease the number of people experiencing chronic homelessness by advancing policy to enhance support systems and address the underlying causes that lead to housing instability in our community.	Health & Human Services & Public Safety Committee	Consider council action to support reduction in chronic homelessness by 50% (currently 120 people experiencing chronic homelessness) by end of 2026 (e.g., consideration on day shelter, adjustments to charitable food distribution license, regional and state partnerships).
			Review missions of city shelter facilities (i.e., Family Shelter, Warming Center).
			Consider amending the rate of exchange for the needle exchange program with a public health perspective.
Reduce Pedestrian and Bicyclist Fatalities	Create safer streets for all users by advancing policy to prevent traffic deaths and injuries while improving accessibility for pedestrians, cyclists, and transit users.	Sustainability & Transportation Committee	Support Vision Zero plan roll-out with council leadership.
			Express public support for Franklin Street Arterial plan and implementation.
			Consider development of Vision Zero ordinance, focused on complete streets, pedestrian safety, walkability, and community engagement.
			Develop legislative proposal for intersection camera pilot to improve safety to be introduced in the 2027 State Legislature session.
Support Affordability for All Residents Through New Revenue Policies and Targeted Tax Relief	Ease the tax burden for Portland residents by finding new ways to fund city services and providing direct tax relief to households who need it most.	Finance Committee	Consider a policy amendment to expand tax affordability programs such as Portland Senior Tax Equity Program (P-STEP).
			Consider a policy amendment to diversify city revenue streams to offset taxpayer burden (e.g., fiscal impact of cruise ships, Payment in Lieu of Taxes).
Advance the Goals of One Climate Future	Address climate change by cutting carbon emissions, expanding clean energy and energy-efficient buildings, supporting sustainable transportation, and preparing Portland for a resilient, low-carbon future.	Sustainability & Transportation Committee	Consider policy to further advance One Climate Future goals are met (e.g., environmental impacts of cruise ships, viability of solar on municipal buildings).
Strengthen Economic Vitality and Support Local Businesses	Foster a thriving local economy by increasing support for businesses and strengthening conditions that help Portland's business community grow.	Housing & Economic Development Committee	Explore ordinance regulating parking lot advertising and pricing disclosure requirements.
			Close out council action on Live Nation venue proposal.
			Consider policy to enhance public support for the arts.



Common Council Goals 2026

As the elected voice of Portland's residents and businesses, the City Council sets the City's policy direction. The Council's Common Goals define the policy priorities and provide a clear focus for the Council's work in the year ahead.

Portland's 2026 Common Council Goals are guided by our commitment to equity, safety, and connection, ensuring that our work strengthens communities and creates pathways for all residents to thrive.



Accelerate Housing Production and Strengthen Affordability Protections

Housing & Economic Development Committee

Address Portland's housing challenges by encouraging the development of more homes and protecting affordability, so current and future residents can live and thrive in our community.

Reduce Chronic Homelessness

Health & Human Services & Public Safety Committee

Decrease the number of people experiencing chronic homelessness by advancing policy to enhance support systems and address the underlying causes that lead to housing instability in our community.





Reduce Pedestrian and Bicyclist Fatalities

Sustainability & Transportation Committee

Create safer streets for all users by advancing policy to prevent traffic deaths and injuries while improving accessibility for pedestrians, cyclists, and transit users.

Support Affordability for All Residents Through New Revenue Policies and Targeted Tax Relief

Finance Committee

Ease the tax burden for Portland residents by finding new ways to fund city services and providing direct tax relief to households who need it most.





Advance the Goals of One Climate Future

Sustainability & Transportation Committee

Address climate change by cutting carbon emissions, expanding clean energy and energy-efficient buildings, supporting sustainable transportation, and preparing Portland for a resilient, low-carbon future.

Strengthen Economic Vitality and Support Local Businesses

Housing & Economic Development Committee

Foster a thriving local economy by increasing support for businesses and strengthening conditions that help Portland's business community grow.



MARK DION (MAYOR)
PIOUS ALI (A/L)
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**CITY OF PORTLAND
IN THE CITY COUNCIL**

SARAH MICHNIEWICZ (1)
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KATE SYKES (5)

**RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY
COUNCIL, TO PARTICIPATE IN LITIGATION RELATED TO THE SURGE OF
IMMIGRATION ENFORCEMENT ACTIVITIES**

WHEREAS, despite an absence of unchecked criminal activity in Maine, on January 20, 2026, the United States Department of Homeland Security (DHS) initiated an unprecedented paramilitary style surge of immigration enforcement activities in the State of Maine, an effort identified as “Operation Catch of the Day”; and

WHEREAS, as of Monday, January 26, 2026, various media outlets have reported that U.S. Immigration and Customs Enforcement (ICE) has arrested more than 200 people in the state of Maine since the launch of the Operation; and

WHEREAS, the ICE Deputy Assistant Director has announced that the agency has a target of 1,400 arrests in Maine; and

WHEREAS, the sudden presence and militarized tactics of armed and masked ICE agents has created a climate of fear and uncertainty amongst the residents of the city of Portland; and

WHEREAS, heightened anxiety stemming from the surge of immigration enforcement activity has had negative impacts on Portland schools, with a 20% decrease in student attendance in some schools; and

WHEREAS, local businesses and healthcare providers have suffered due to the increased presence of ICE in the Greater Portland area, with some businesses reporting employee absences due to fear of detainment, concern about the safety of their employees and customers, and some deciding to close indefinitely as a result; and

WHEREAS, the surge of immigration enforcement in Maine reflects an increasingly aggressive federal strategy seen in other states, including Minnesota, where the deployment of thousands of DHS agents has destabilized communities, fueled fear and civil unrest, and culminated in violence, including the fatal shooting of civilians by federal agents; and

WHEREAS, in response to this surge, the State of Minnesota and the cities of Saint Paul and Minneapolis have filed a lawsuit against certain federal defendants, including the U.S. Department of Homeland Security, the Department of Immigration and Customs Enforcement, the Department of Customs and Border Protection, and several directors and officials within those departments to seek declaratory and injunctive relief against the federal government's unconstitutional immigration enforcement tactics; and

WHEREAS, the City Council is committed to keeping Portland safe for all of its residents, including its immigrant residents; and

WHEREAS, the City Council stands in solidarity with officials in states and cities around the country who are struggling with the destabilizing impacts of an unprecedented surge in immigration enforcement;

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Portland, Maine authorizes the Mayor, on behalf of the City and in consultation with Corporation Counsel, to be a signatory to amicus briefs and otherwise participate in litigation brought by any state or city against the federal government, its departments, agencies, or officials related to the unlawful surge of federal immigration enforcement activities, except that this Resolution does not authorize the Mayor to join a lawsuit as a plaintiff without the Council's approval; and

BE IT FURTHER RESOLVED, this Resolution shall remain in effect until December 31, 2026; and

BE IT FURTHER RESOLVED, that this order is enacted as an Emergency, pursuant to Article II, Section 11 of the Portland City Charter, in order to make it effective immediately.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: January 23, 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 received its first reading on January 21. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

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

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Amendment - Ch34 re LMAC 12.16.25
2. Chapter34 Landcare Ordinance 3.5.2025
3. 2026.01.21 Public Comment - Order 115
4. 2026.02.02 Public Comment - Order 115

Prepared by:

Date: 01/23/2026

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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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)

Pesticide & acceptions.....

Deborah McCoy bluesmegsun@securespeed.us via portlandmaine.gov

Mon, Jan 12, 10:53 AM (9 days ago)

to publiccomment

As a woman who has had a successful garden design business for 40 yrs, worked in all kinds of economically impacted sites...from very wealthy to little old ladies who are often organically inclined without even knowing it....the way they were taught & what they had to work with...

....PLEASE close all loopholes that would open any kind of use of pesticides.

Frankly, most people don't use them correctly & at this point, our earth is in so much trouble, gardens have insects that can be dealt with very easily or get rid of plants.

Green lawns are NOT REAL. The impact on Casco Bay has been astounding & we should be paying more attention to the information coming out of Friends of Casco Bay..

It is vital that we, as the stewards caring for this SENSITIVE planet, make sure to care for what we can & we must.....

Pointed pesticide use on things like invasives on trees.....absolutely! EAB, Browntail moths etc.....

My own yard is filled with bees because I use no pesticides — companion plant or don't plant things that create these problems.

Most respectfully,

Deborah McCoy d/b/a Designer Greens

185 Clark St

Portland 04102

Please reject proposed changes to Pesticide ordinance

Parks 1970 parksmckinney@gmail.com via portlandmaine.gov

Mon, Jan 12, 1:21 PM (9 days ago)

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

Please reject the proposed changes to Portland's pesticide ordinance put forth by the Legislative and Nominating committee.

The pesticide ordinance of Portland is extremely important to me as a property owner. I have most certainly considered the ordinance when considering relaxing on Portland's public lands and have felt protected knowing that it is not up to each individual neighbor to decide what the rest of us are exposed to. Sending requests for using banned pesticides to politicians rather than experts is absurd. Not informing neighbors of banned pesticide use prior to application is dangerous.

Rather, please adopt the proposed amendments put forth by Councilor Sykes to strengthen the ordinance. Keeping Portland healthy should be a top priority for the council.

Thank you,
J. Parks McKinney
Ponce St., Portland

Comment: Pesticide Ordinance

Michelle Smith mainebelle@gmail.com via portlandmaine.gov

Mon, Jan 12, 5:25 PM (9 days ago)

to mdion, smichniewicz, wpelletier, rphillips, Anna, ksykes, Pious, afournier, bgrant, publiccomment

Good evening,

I am writing to ask that the City Council reject the proposed changes to the pesticide ordinance brought forth by the Legislative & Nominating Committee. Instead, please adopt the amendments proposed by Councilor Kate Sykes that closes loopholes in the ordinance that she sent to the council's Sustainability & Transportation subcommittee last March.

I am very happy with the leadership that Portland has shown in banning harmful pesticides that pollute our community and Casco Bay. Closing these loopholes will ensure the effectiveness of the ordinance.

Best,

Michelle Smith
26 Parsons Road

Please reject L&N pesticide weakening; adopt Sykes' strengthening amendments

Avery Yale Kamila avery.kamila@gmail.com via portlandmaine.gov

Sun, Jan 18, 10:59 AM (3 days ago)

to Mark, Sarah, Wesley, Regina, Anna, Kate, Pious, April, Ben, publiccomment

Dear Mayor and Members of the Portland City Council,

I'm writing to urge you to please reject the proposed Chap. 34 changes from the Legislative & Nominating committee, which seek to weaken the landmark public health ordinance and make it easier for residents to use banned pesticides near Portland homes. Instead, I ask you to please take up the amendments to strengthen Chap. 34, proposed by Councilor Sykes in March 2025.

The current ordinance has many pro-pesticide loopholes, one of the biggest being the invasive plant waiver provision. This provision offers a way for homeowners to use banned pesticides in the city. It is not consistent with organic land care principles. Another major loophole is the requirement that pesticide applications (who don't support the ordinance) be seated on the educational committee (the LMAC). After all the pesticide applicators resigned (following the City Council vote on Chap. 34 in March 2025), the Legislative & Nominating committee has been unable to fill the vacant seats on the LMAC because of the requirement they be filled by pesticide applicators.

Both of these loopholes have wasted significant amounts of staff time and have distracted volunteers and city staff from the public health intent of the ordinance. Both loopholes would be closed by Councilor Sykes' amendments.

Portland residents are looking to the council to protect our environment and health, since both Augusta and Washington D.C. have shown they care more about pesticide industry profits than public health. Thank you for considering my comments.

Sincerely,

Avery

Order 120-25/26 timing

Margaret Ann Metcalf margaret.metcalf@mindspring.com via portlandmaine.gov
Mon, Jan 19, 9:45 AM (2 days ago)
to Publiccomment

Dear Council,

I write about the timing of Order 120-25/26. I do not question that the Portland Music Festival needs sufficient lead time to book acts for the Back Cove Music and Arts Festival. I do question why it took almost three months to cancel 2026 and whether the announcement about the All Roads Music Festival in May impacted their decision.

I favor keeping keeping the current contract but offering a fast decision on renewal when it expires. I strongly oppose any amendment to the Order that gives more favorable terms to Portland Music Festival, LLC than those in the contract provided in the meeting documents.

Thank you for your service,

Margaret ANN Metcalf
110 Vannah Avenue, Portland, ME 04103
margaret.metcalf@mindspring.com
617-817-9216 (c)

**Public Comment: Order 115-25/26 - Amendment to Portland City Code Chapter 34 RE:
Landcare Management Advisory Committee (LMAC)**

JoAnn Locktov jlocktov@gmail.com via portlandmaine.gov

Mon, Jan 19, 12:11 PM (2 days ago)

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

Dear City Council and Mayor Dion,

I am alarmed that after the over-whelming vote against the pro-pesticide proposal that you are now going backwards by voting on Order 115-25/26 - Amendment to Portland City Code Chapter 34 RE: Landcare Management Advisory Committee (LMAC). I am writing to ask your to please reject the proposed changes to the pesticide ordinance being currently proposed. Instead, please consider the amendments that Councilor Sykes has proposed that would close the pro-pesticide loop-holes that currently exist in the ordinance.

We are responsible for the municipal laws in Portland that dictate our public health and the care of our environment. When we know that there is scientific data to be cautious about synthetic pesticides we must heed that evidence. Alerting the public when our neighbors may choose to use controversial pesticides is the transparency that trusted governance requires.

Thank you for your re-thinking the amendment that is being proposed and considering Councilor Syke's amendments that will strengthen the ordinance and not weaken it.

Warm regards,
JoAnn Locktov

District 1
158 Congress Sy.

1/21/26 CC Mtg - Please Vote NO on Order 115-25/26 Amendment to Weaken the Chtp 34 Landcare Ordinance

'Karen Snyder' via Public Comment

Tue, Jan 20, 11:08 AM (1 day ago)

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

Dear City of Portland City Councilors and Mayor Dion,

In this Wednesday, 1/21/2026 City Council Meeting, please reject the Order 115-25/26 Amendment to weaken the Chapter 34 Landcare Ordinance (Formerly called pesticide ordinance).

<https://portlandme.portal.civicclerk.com/event/7629/files/agenda/17299>

It is disappointing to see the City of Portland corporation counsel bypass the established representative democratic protocols by going around the LMAC in order to undermine Chapter 34 Landcare ordinance formerly known as the pesticide ordinance

These actions by City of Portland corporation counsel can be construed as an example of oligarchical maneuvering in order to ignore the representative democracy processes that have been established in order for residents with valid qualifications concerned about the environment and synthetic pesticides to have a voice in the governing laws.

In addition, this attempt to weaken Chapt 34 Landcare ordinance will allow the science to be ignored from around the world that have proven that synthetic pesticides, especially Round-Up, is destroying the planet's bio diversity, water ways, and most importantly human health which has been linked to non-Hodgkin lymphoma cancers.

Please vote NO on the Order 115-25/26 Amendment to weaken Chapter 34 Landcare Ordinance.

Regards,

Karen Snyder

D1 Resident

Vote No on Order 115-25/26. . .

Paul Schlein pschlein@gmail.com via portlandmaine.gov

Attachments

Sat, Jan 31, 12:43 PM (2 days ago)

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

. . .and Strengthen, not weaken, Portland's pesticide ordinance.

Resubmitting testimony, originally sent for the City Council's January 30 meeting, which now includes the previously missing attachment and associated text, for the February 2 Council Meeting.

Dear Mayor Dion and members of the Portland City Council,

I will begin with an excerpt from my March 3, 2025, written testimony sent to you regarding your Landcare Ordinance:

I am Paul Schlein, and I live in the town of Arrowsic. However, the beautiful, remarkable, and resilient city of Portland, and all its wonderful offerings, is one of the primary reasons my family and I moved to Maine almost 40 years ago. It is also the reason our daughter and husband chose to stay in Maine and live in Portland, to raise their three children there, as well as start three businesses. My wife and I are most grateful to have them just a short distance away, and we spend a lot of time there every week. In fact, there is a distinct possibility that we will be moving to the city in the very near future.

And so it was most exciting and heartening when Portland enacted one of the most comprehensive and progressive pesticide ordinances in our nation—a model of sustainability for all to emulate. This brings me to why I am writing to you:

Dear Portland, please do not weaken and degrade your organic pesticide ordinance in any way.

Surely you know this is something of the greatest value that is very dear to the city's residents, and most certainly attracts the attention of those considering living in your city, and likely increases property values as well.

Last year, you unanimously rejected an attempt to weaken the ordinance. Bravo! Following that vote, based on public input, Councilor Sykes proposed amendments to strengthen the ordinance. However, the subcommittee overseeing these issues never brought them forward for consideration. Further, and most surprising and shocking, is that, instead, the Council has agreed to consider another committee's proposal that would, once again, weaken the ordinance. Has there been some bureaucratic mix-up, or has the Council had a change of heart about the value and importance of your ordinance to your city and its residents?

My message this year: Nothing has changed. Please read again the above sentence in bold.

Additional Note: It is my understanding that Portland does not have a provision for public notification of pesticide applications. If this is the case, and if you are not already familiar with it, I thought you might be interested in knowing that Maine does have a law providing for this: attached poster, and link to the state law: <https://www.maine.gov/dacf/php/pesticides/public/notification.shtml>.

Sincerely,
Paul

Paul Schlein
127 Whitmore's Landing Road
Arrowsic, ME 04530

P.S. In full disclosure, I should add that I was the former public information officer for the Maine Board of Pesticides Control and, in my retirement, I was involved in the early stages of the development of what is now your Landcare Ordinance, testified in favor at all the hearings leading up to its enactment, and have followed its progress closely since then.

Order 115-25/26

SMCCLOSKEY@maine.rr.com via portlandmaine.gov
Sat, Jan 31, 1:17 PM (2 days ago)
to publiccomment@portlandmaine.gov

Dear Councilors,

My main question regarding our pesticide ordinance is: Does it protect pollinators? The one in effect now is inadequate and needs to be strengthened, not weakened. For that reason I urge you to reject the proposed "temporary" changes to the ordinance and instead adopt the amendments proposed by the Sustainability and Transportation committee in March of last year.

A few years ago the honey bees I kept in a couple of hives in downtown Portland were wiped out by pesticides--per the diagnosis of Maine's State Beekeeper at the time, Tony Jadzack. Obviously, the pesticide was having the same fatal effect on other pollinators--our native bees and other insects, whose populations are in steep decline. We cannot afford to lose these beneficial insects--our food supply depends on them. Please do right by our local gardeners and farmers and strengthen our pesticide ordinance.

Thanks--

Susan McCloskey
25 Parris St.
Portland 04101

MEMORANDUM
City Council Agenda Item

FROM: Melissa Graffam
DATE: January 23, 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. It received its first reading on January 21. Five affirmative votes are required for passage after public comment.

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: 01/23/2026

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

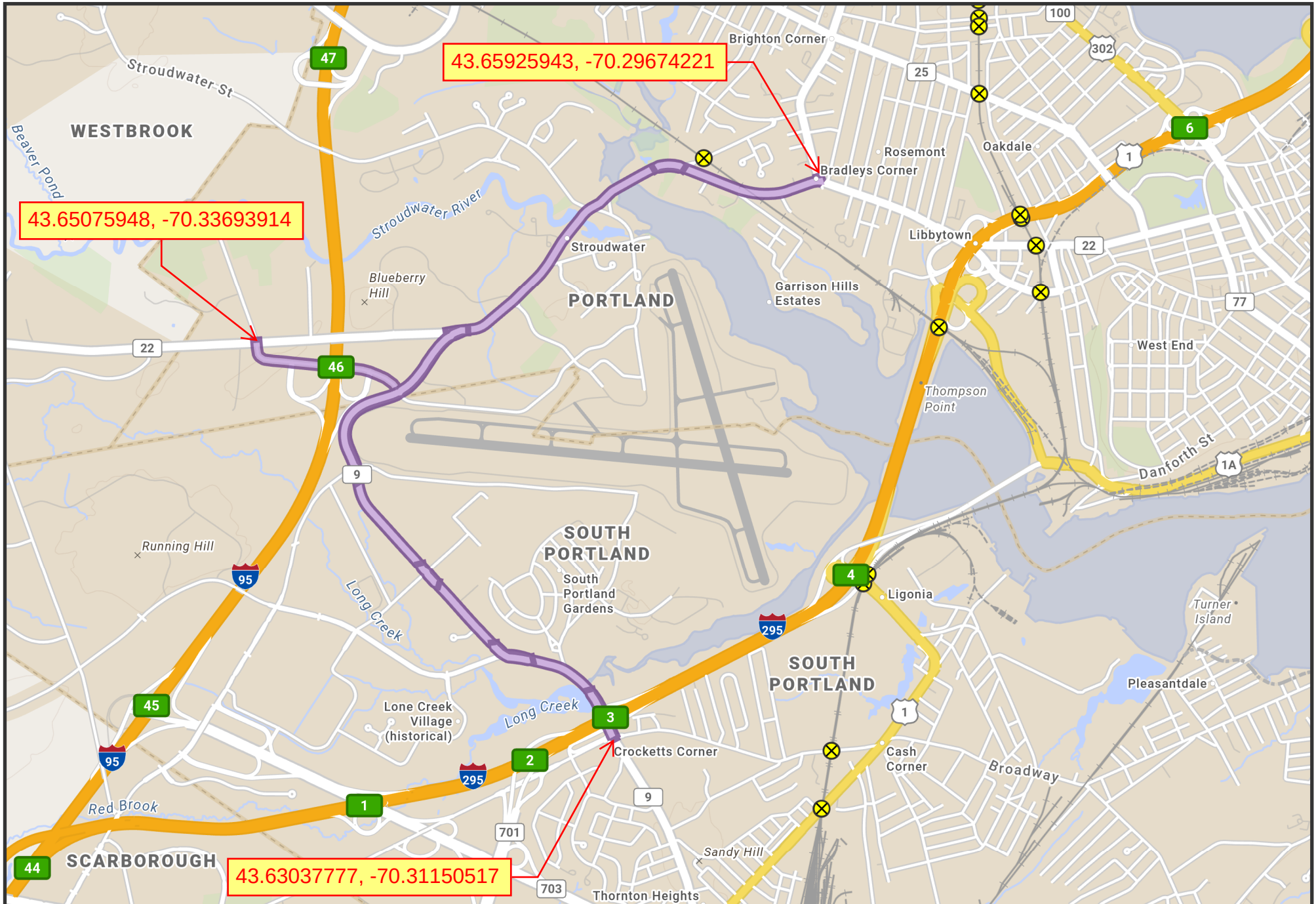
ESTIMATED PAYMENT SCHEDULE:

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 122

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

MEMORANDUM
City Council Agenda Item

FROM:

DATE: January 23, 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.

This item was postponed on January 21 to be read 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: 01/23/2026

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 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.

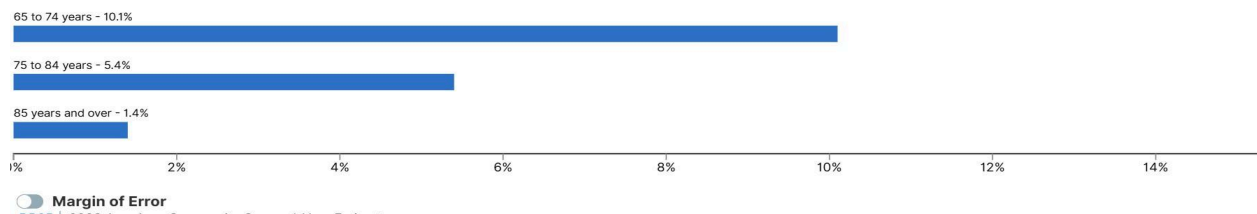
1.2 Community Risk

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.

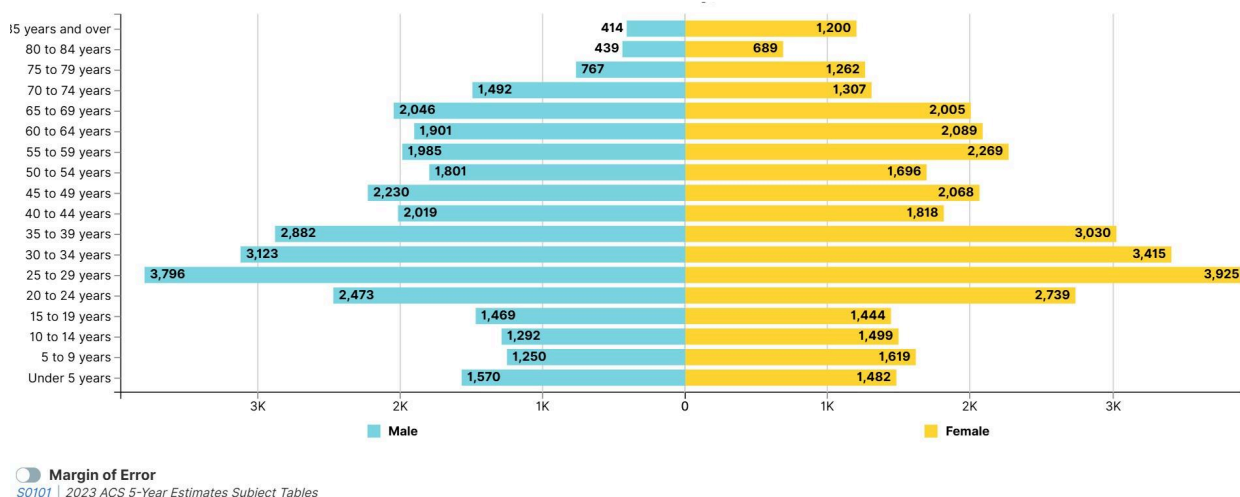
Visual 1.1 Older Population by Age in Portland, ME

Older Population by Age in Portland city, Maine



Visual 1.2 Population Pyramid

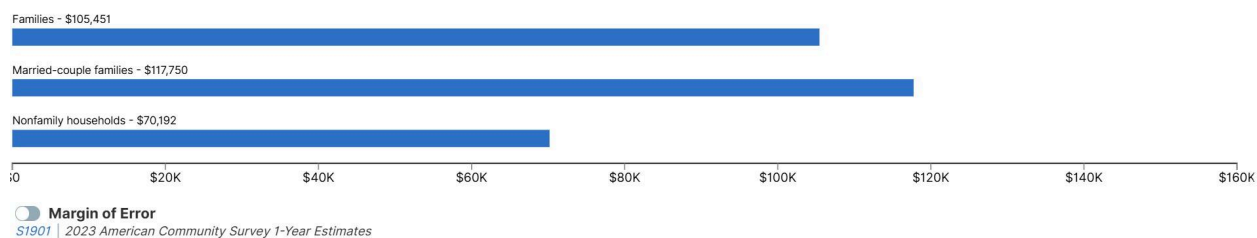
Population Pyramid: Population by Age and Sex in Portland city, Maine



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:

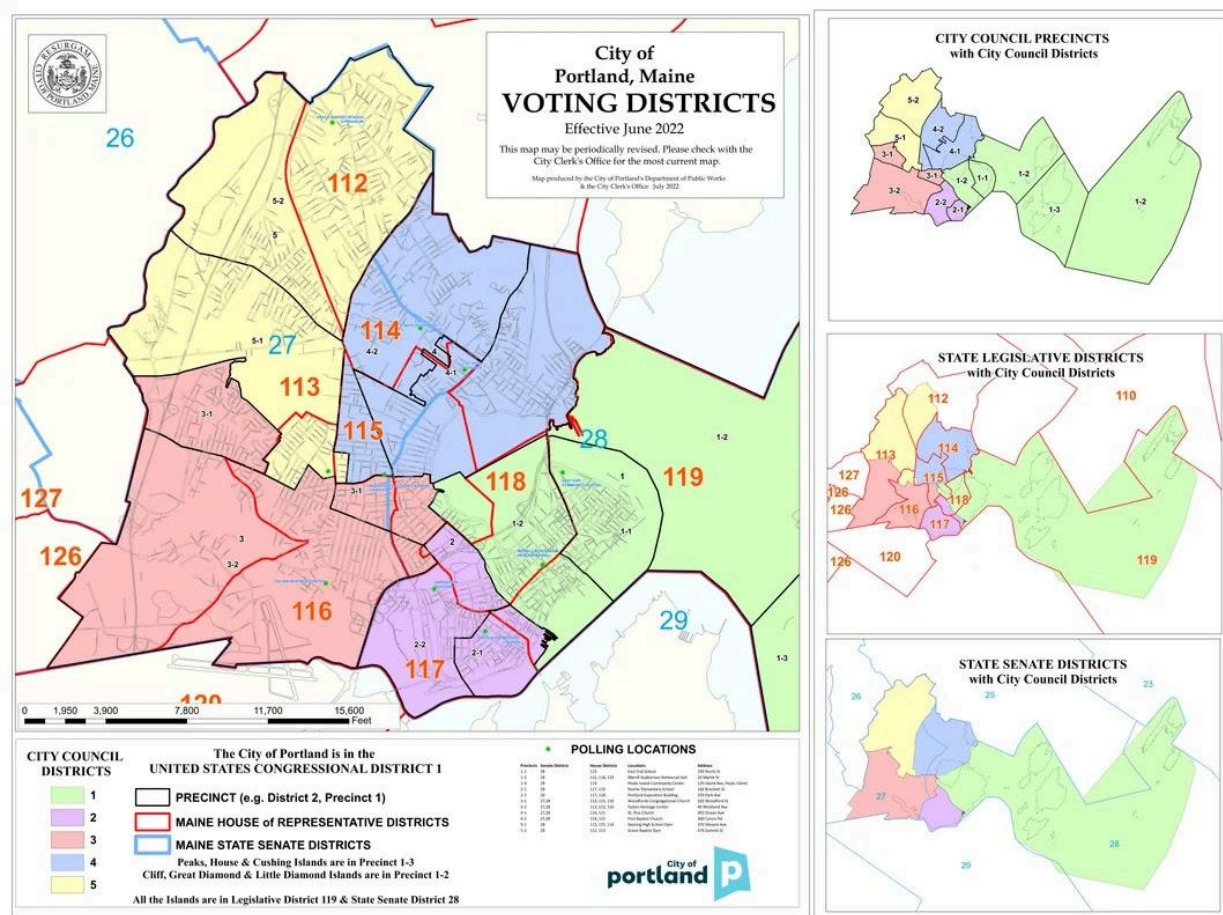
- Peaks Island
- Little Diamond Island
- Great Diamond Island
- Cliff Island
- Cushing Island

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.

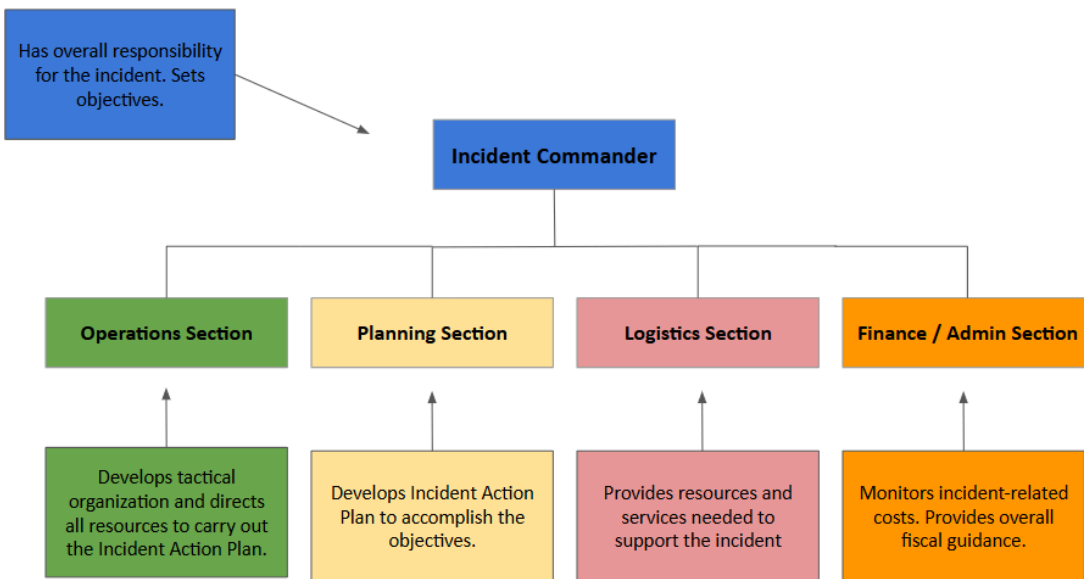
2.2.2.6 ICS Finance and Administration Section

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.

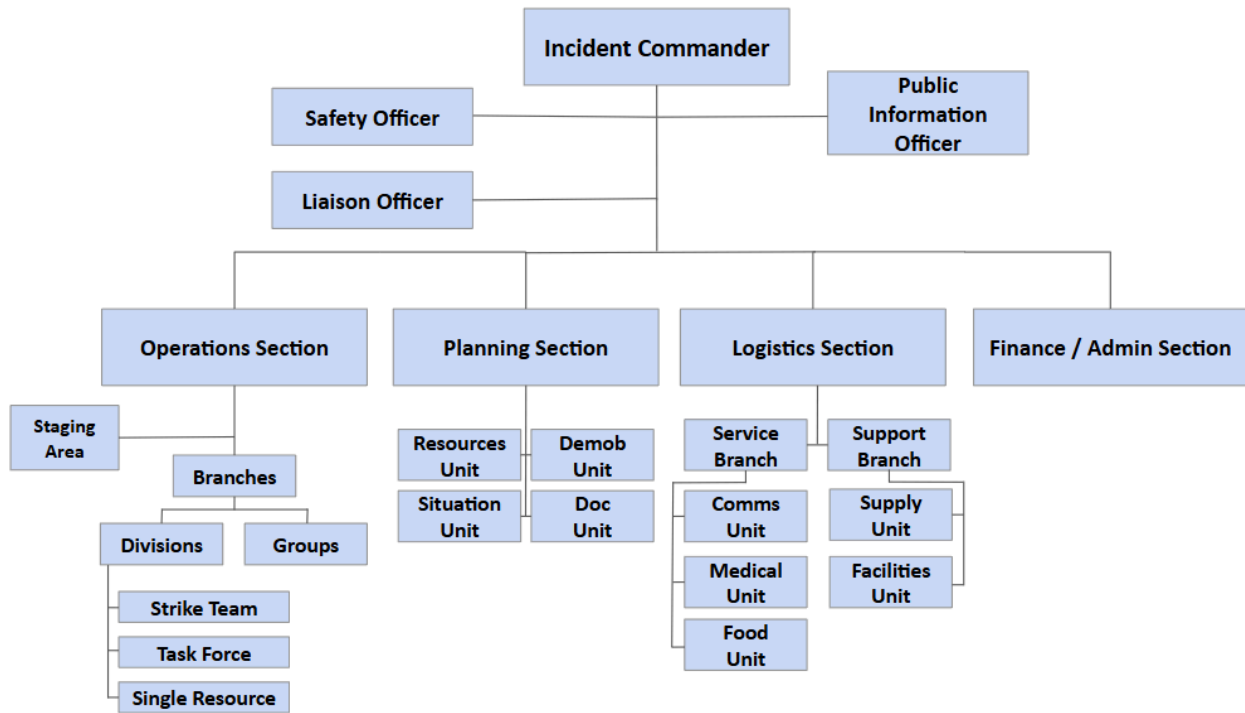
2.2.2.7 ICS Intelligence and Investigation Section

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



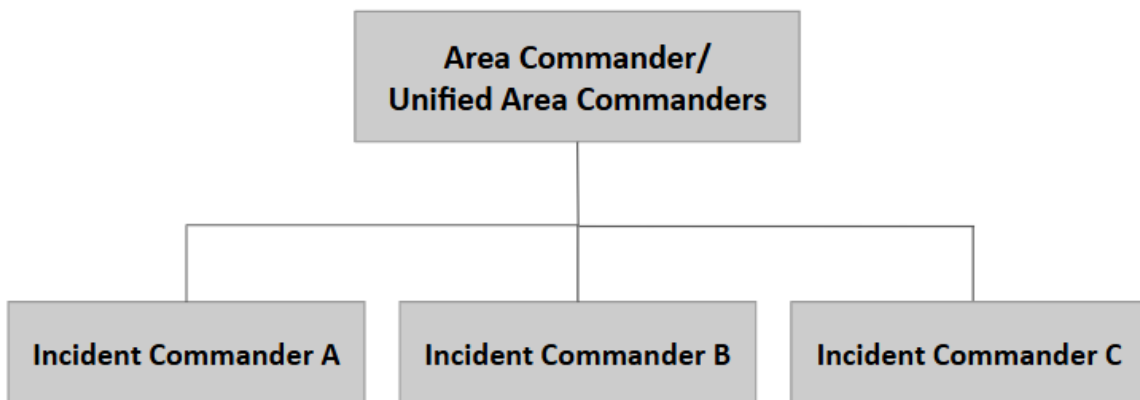
Visual 2.3 ICS Chart



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

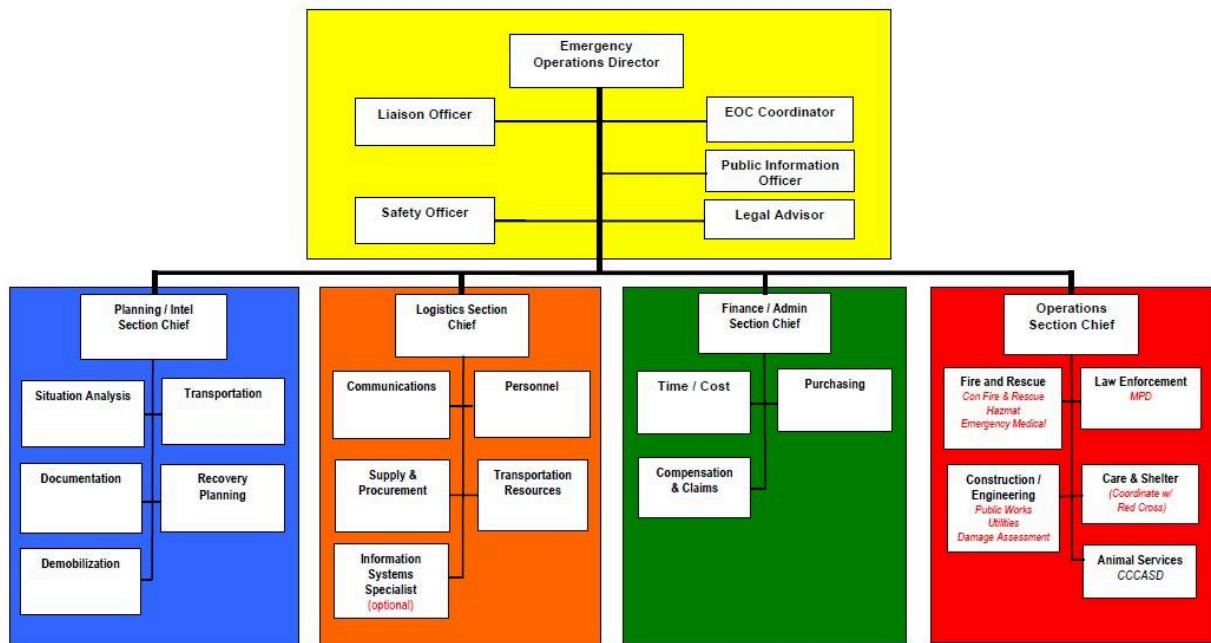
Typically the EOC activates at the discretion of the City's Emergency Management Director in consultation with the City Manager and Emergency Management Coordinator, all who are part of the Office of Emergency Management (OEM). The EOC is established to manage an emergency or disaster that is beyond 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) Communications & Digital Services Department	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.
	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, Unitil 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

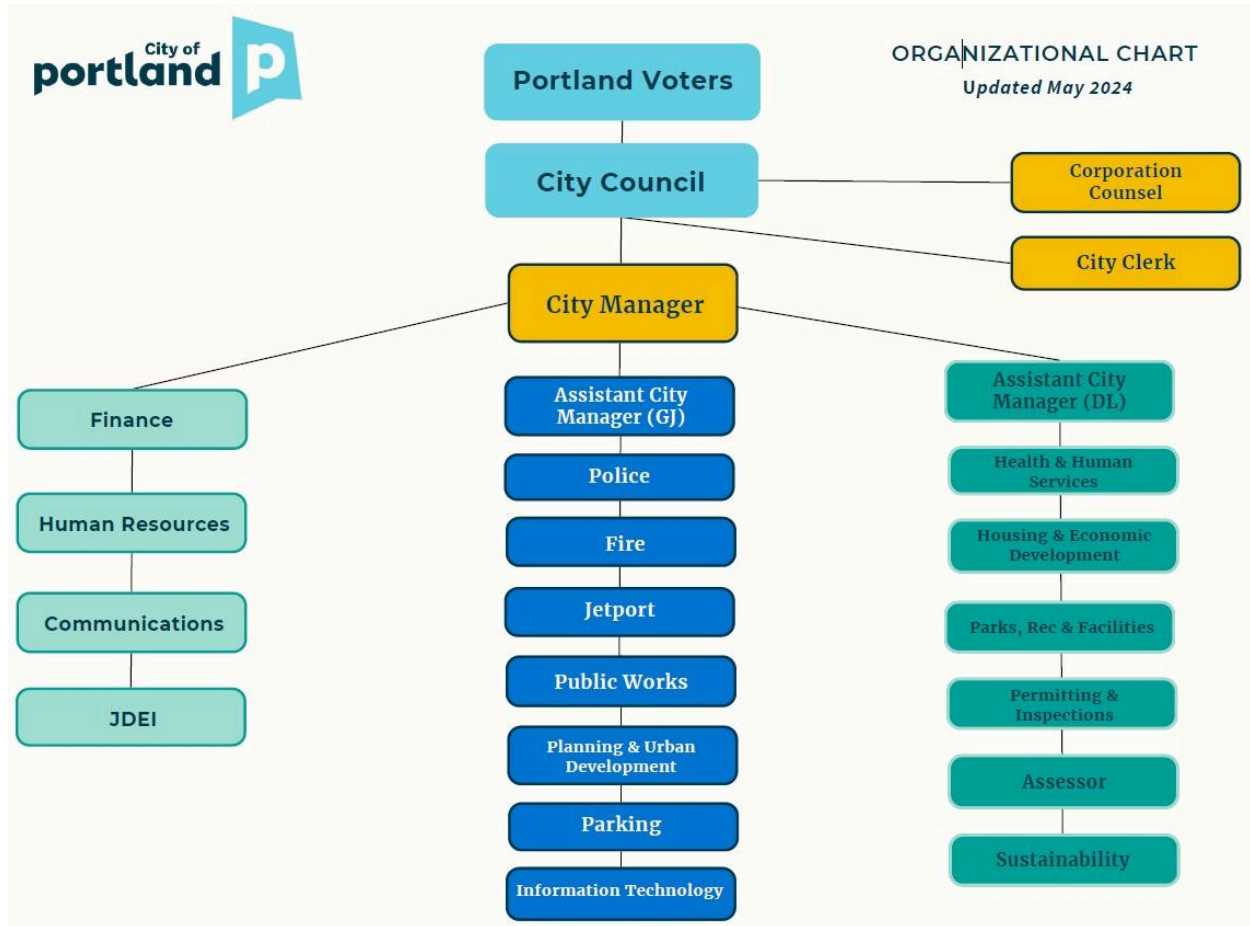
5.1.3 Record of Distribution

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 23, 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. It received its first reading on January 21. Five affirmative votes are required for passage after public comment.

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: 01/23/2026

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.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: January 23, 2026

SUBJECT: Order 126-25/26 Renaming Kiwanis Pool in Libbytown the Rising Eddy Community Pool - Sponsored by the Sustainability & Transportation Committee, Regina Phillips, Chair

SPONSOR: City Councilor Regina Phillips, S&T Chair, Naming Committee Chair
(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 2/2/2026

**Final
Action 2/2/2026**

Can action be taken at a later date: No The new name needs to be approved in order to finalize materials before the pool opens this summer.

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

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

I. SUMMARY

II. AGENDA DESCRIPTION

In accordance with the ordinance for the naming of City assets, and at the request of the City Manager, Mayor Dion convened a Naming Committee to initiate the naming process for the new community pool in Libbytown (formerly known as the Kiwanis Pool). The Sustainability & Transportation Committee voted on January 14 to recommend "Rising Eddy Community Pool" as the pool's new name.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

There is no additional fiscal impact as this is included in the pool's construction budget.

VI. STAFF ANALYSIS AND BACKGROUND

VII. RECOMMENDATION

To approve Rising Eddy Community Pool as the name of the new outdoor pool.

VIII. LIST ATTACHMENTS

1. Order - Naming Portland's New Community Pool
2. Naming Committee's Narrative for Community Pool Name Recommendations
3. Naming Committee Recommendations for Community Pool S&T

Prepared by:

Date: 01/23/2026

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 RENAMING KIWANIS POOL IN LIBBYTOWN THE RISING EDDY
COMMUNITY POOL**

ORDERED, that the community pool in Libbytown, formerly known as the Kiwanis Pool, is hereby renamed the Rising Eddy Community Pool; which honors the enduring resilience and renewal of the city of Portland and the Libbytown neighborhood, and evokes a safe place for people to swim, enjoy summers, and build a sense of community.

The Naming Committee's Final Recommendations for the New Community Pool in Libbytown

The Naming Committee is suggesting the following names for the new community pool in Portland's Libbytown neighborhood:

1. Rising Eddy Community Pool
2. Lois Galgay Reckitt Community Pool
3. Resurgam Community Pool

1. Rising Eddy Community Pool: Resilience and Renewal

The name "Rising Eddy Community Pool" was selected as a symbol of enduring resilience and renewal for the city of Portland, and the Libbytown area. Each word in this name comes directly from the residents of Portland. Both the city, and the Libbytown neighborhood have endured much over the years. For Portland, the following challenges of the past speaks to what the city has endured:

- As part of King Philip's War, the Fire of 1676 posed serious damage to Portland, (known then as Falmouth, because it was still a part of Massachusetts), forcing inhabitants to flee the destruction. Subsequent rebuilding demonstrated commitment to fortify the region.
- The Fire of 1690 saw additional destruction of the Falmouth settlement leading to its abandonment. After the fire, settlers returned to rebuild it with stronger fortifications.
- The Great Fire of 1775 during the Revolutionary War, despite its destruction, became a symbol of the city's participation in the Revolutionary War, and resulted in a rebuild with a strong commitment to the city's future independence from Massachusetts.
- The Great Fire of 1866 on July 4th was the most destructive. Again, the settlement, to become Portland, learned from the destruction, and rebuilt. The recovery fundamentally changed the settlement, leading to mandatory brick construction and a modernized Fire Department

The experiences with fires, communities of Portland uniting, and literally rising from its atrocities and destruction, reminds us of the powerful imagery of the Phoenix, a legendary immortal bird, that rises from its own ashes. The concept of "Rising" honors the Portland community's history of resilience time and time again. The city has historically risen from destruction, each time emerging with a renewed commitment to its future, followed by a determination to rebuild.

In Libbytown, a neighborhood in Portland, similar devastation and disruption occurred

beginning with the construction of I-295 in the late 1960s. The highway cut right through the neighborhood displacing 15 businesses and 200 families, creating physical barriers that continue to challenge the neighborhood's sense of community today. Residents have been calling for improvements to the neighborhood since 2008. Since 2008, the City has added recreational amenities at Dougherty Field such as the Portland Skatepark (the largest in Maine, after a 2020 expansion), Libbytown Community Garden, a new basketball court, and a new playground. In 2023, the City and Maine Department of Transportation introduced extensive plans which included bike paths, a roundabout, sidewalks and green spaces. Today, the neighborhood continues to resolve and heal from the disruptions caused by the creation of I-295.

The Libbytown experience evokes the resilience and strength described by Maya Angelou, in her famous poem "Still I Rise". Even though Maya Angelou was describing and referring to the strength and resilience of black individuals and communities under oppression, the sentiment of a community overcoming the impact of such a major disruption can be noted in what Libbytown has endured. Furthermore, the City allocated funds for the pool, but when bids came in, they came in over budget. The City Council approved \$4.6 million in American Rescue Plan Act Funds, to help close the budget gap. Combined with private donations from the Portland Parks Conservancy, who launched a million dollar campaign, this private and public collaboration assured that the project was carried through.

- "Just like moons and like suns, with the certainty of tides,
- Just like hopes springing high, still I'll rise."

The pool stands as a testament to the community's collective strength, and embodies the spirit of renewal and overcoming adversity.

Lastly, according to the Outdoor Swimming Society, an eddy refers to the "areas where water flows back upstream against the current, it "might be a good spot for entering and exiting the water safely, because you won't have to deal with a strong current". The hope is that the "Rising Eddy Community Pool" is a safe swim area where people of Libbytown and Portland convene to enjoy summers and build a sense of community.

2. Lois Galgay Reckitt Community Pool:

Lois Galgay Reckitt was a powerful advocate in the greater Portland community, and across the state of Maine. For nearly a decade in her early years, from 1970 to 1979, she served as the Swimming Director at the Portland YWCA. She fostered a sense of community and empowerment, and a belief in human potential that was limitless.

Lois's commitment to service went far beyond the swimming pool to the halls of the Maine House of Representatives, where Lois continued to dedicate her life as a tireless champion for those navigating life's difficulties. She helped establish the Family Crisis Shelter in Portland (now called "Through These Doors"), serving as its executive director and fighting for communities

who felt powerless and defeated. She also fought for victims of domestic abuse, for women's rights, and for the LGBTQ+ community. Her efforts led to legislative victories, including anti-stalking laws and gun control measures for abusers.

Lois Galgay Reckitt built safe harbors and ensured a voice for the vulnerable. Naming the community pool in her honor would serve as a reminder of the lasting impact that she made in the Portland community.

3. Resurgam Community Pool

The name "Resurgam Community Pool" was selected as a symbol of enduring resilience and renewal for the city of Portland, and the Libbytown area. Each word in this name comes directly from the residents of Portland. Both the city, and the Libbytown neighborhood have endured much over the years. For Portland, the following challenges of the past speaks to what the city has endured:

- As part of King Philip's War, the Fire of 1676 also posed serious damage to the City of Portland, (known then as Falmouth, because it was still a part of Massachusetts), forcing inhabitants to flee the destruction. Subsequent rebuilding demonstrated commitment to fortify the region.
- The Fire of 1690 saw additional destruction of the Falmouth settlement leading to its abandonment. After the fire, settlers returned to rebuild it with stronger fortifications.
- The Great Fire of 1775 during the Revolutionary War, despite its destruction, became a symbol of the City's participation in the Revolutionary War, and resulted in a rebuild with a strong commitment to the City's future independence from Massachusetts.
- The Great Fire of 1866 on July 4th was the most destructive. Again, the settlement, to become Portland, learned from the destruction, and rebuilt. The recovery fundamentally changed the settlement, leading to mandatory brick construction and a modernized Fire Department

The experiences with fires, communities of Portland uniting, and literally rising from its atrocities and destruction, reminds of the powerful imagery of the Phoenix, a legendary immortal bird, that rises from its own ashes. The concept of "Rising" honors the Portland community's history of resilience time and time again. The City has historically risen from destruction, each time emerging with a renewed commitment to its future, followed by a determination to rebuild.

In Libbytown, a neighborhood in the city of Portland today, similar devastation and disruption occurred beginning with the construction of I-295 in the late 1960s. The highway cut right through the neighborhood displacing 15 businesses and 200 families, creating physical barriers that continue to challenge the neighborhood's sense of community today. Residents have been calling for improvements to the neighborhood since 2008. In 2023 the City and Department of Transportation introduced extensive plans which included bike paths, a roundabout, sidewalks and green spaces. Today, the neighborhood continues to resolve and heal from the disruptions

caused by the creation of I-295. Furthermore, the City allocated funds for the pool, but when bids came in, they came in over budget. The City Council approved 4.6 million in American Rescue Plan Act Funds, to help close the budget gap. Combined with private donations from the Portland Parks Conservancy, who launched a million dollar campaign, this private and public collaboration assured that the project was carried through.

The pool stands as a testament to the community's collective strength, and embodies the spirit of renewal and overcoming adversity.



To: Sustainability & Transportation Committee

Councilor Regina Phillips, Chair

From: Naming Committee

Date: January 7, 2026

Re: Naming recommendations for new community pool

MEETING DATE

January 14, 2026

AGENDA ITEM

Item #3A – Naming Recommendations for New Community Pool

PURPOSE

In accordance with the ordinance for the naming of City assets, and at the request of the City Manager, Mayor Dion convened a Naming Committee to initiate the naming process for the new community pool in Libbytown (formerly known as the Kiwanis Pool).

BACKGROUND/ANALYSIS

In October 2025, the City Council approved [Order 67-25/26](#), which amended City Code Chapter 26 to outline a process for the naming of City assets. In accordance with this amendment, the members of the Naming Committee included Councilor Regina Phillips, as the district councilor, Interim JDEI Director Masi Ngidi-Brown (City Manager designee), Director of Communications & Digital Services Jessica Grondin (City Manager designee), Parks, Recreation & Facilities Director Ethan Hipple, and Chris Goodall, Assistant Fire Chief, (Fire Chief designee).

A community engagement campaign invited residents to participate by suggesting potential names for the new pool. A public survey was open throughout the month of November and roughly 80 submissions were received. The Naming Committee met twice in December to review the submissions from the public and those from Committee members.

The Naming Committee is pleased to present the Sustainability & Transportation Committee with the following name recommendations for their consideration:

- Rising Eddy Community Pool
- Lois Galgay Reckitt Community Pool
- Resurgam Community Pool

The attached document provides greater detail and context for each of these names.

FISCAL IMPACT

No additional impact; new signage for the pool is included in the construction budget.

CONCLUSION(S)

The S&T Committee is expected to vote on a recommendation to forward to the full City Council for final approval.

PRIOR COMMITTEE REVIEW

The Naming Committee (Ad-hoc)

PREPARED BY

Councilor Regina Phillips, District 3
Chair of the Naming Committee

Jessica Grondin
Communications & Digital Services Director

Masi Ngidi-Brown
Interim JDEI Director

Chris Goodall, Assistant Chief
Fire Department

Ethan Hipple, Director
Parks, Recreation & Facilities

ATTACHMENTS

- Naming Committee's Narrative for Community Pool Name Recommendations (PDF)

MEMORANDUM
City Council Agenda Item

FROM:

DATE: January 23, 2026

SUBJECT: Order 127-25/26 Accepting and Appropriating \$250,000 in Donated Funds Raised by the Portland Parks Conservancy for the Portland Public Pool Replacement Project - 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 agenda item appropriates \$250,000 of additional private donations raised by the Portland Parks Conservancy to the Portland Public Pool Replacement project. Prior agenda item (Order 63-24/25) appropriated the initial \$1M in private donations.

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

III. BACKGROUND

The Portland Parks Conservancy voted to support the Portland Public Pool Replacement project and to allocate organizational resources to support a philanthropic capital campaign to raise significant funds for the project. City staff and Parks Conservancy staff met with prominent local donors to request their support for the project and advice on fundraising strategies. Those donors offered to lead a \$1,000,000 philanthropic capital campaign to support the project in conjunction with the Portland Parks Conservancy.

The initial \$1,000,000 in private donations was appropriated by the City Council with Order 63-24/25. Through the fundraising efforts, a total of \$1,250,000 was raised, leading to the need to appropriate the additional funds to the project.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The result of this additional funding is that the Portland Public Pool Replacement project will proceed as planned. The resulting pool will be a community amenity that will last for generations, and give Portlanders of all ages and backgrounds a place to come together for recreation, fitness, a place to cool off on increasingly hot summer days, and most importantly, a place for meaningful community connection.

V. FINANCIAL IMPACT

Appropriating the additional \$250,000 of funding made up of philanthropic funds will have no impact on the tax rate and requires no new bonding.

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Order - Accepting and Appropriating 250k from Portland Parks for Pool Replacement

Prepared by:

Date: 01/23/2026

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 ACCEPTING AND APPROPRIATING \$250,000 IN DONATED FUNDS
RAISED BY THE PORTLAND PARKS CONSERVANCY FOR THE PORTLAND
PUBLIC POOL REPLACEMENT PROJECT**

ORDERED, that \$250,000 of donated funds from the Portland Parks Conservancy is hereby accepted and that amount appropriated to the Parks & Recreation Department for the Portland Public Pool Replacement Project; and

BE IT FURTHER ORDERED, that the City Manager or designee is hereby authorized to execute whatever documents are necessary to effect the intent and purpose of this order.

MEMORANDUM
City Council Agenda Item

FROM: Kevin Kraft, Director
DATE: January 20, 2026
SUBJECT: Order 128-25/26 Accepting and Appropriating a \$3,783 Maine Historic Preservation Commission Grant for Planning Staff Participation in Forum 2026 - Sponsored by Danielle 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

Final Action

Can action be taken at a later date: Yes

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

PRESENTATION: The Director of Planning and Urban Development and the Historic Preservation Program Manager will be present to provide information or answer questions as needed.

I. SUMMARY

The City of Portland was awarded this Certified Local Government (CLG) grant by the Maine Historic Preservation Commission (MHPC).

II. AGENDA DESCRIPTION

On October 30, 2025 the City of Portland was awarded a \$3,783 grant award from the Maine Historic Preservation Commission (MHPC), to support staff attendance at Forum 2026 (a national preservation conference organized by the National Alliance of Preservation Commissions or NAPC). The Planning and Urban Development department will provide \$1,261 in matching funds from previously allocated professional development funds.

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

III. BACKGROUND

As a CLG since 2004, the City of Portland may submit CLG grant applications to the MHPC. This pool of grant funding is limited to Maine's eleven CLGs and requires only a 25% match. CLG grants are funded through the Federal Historic Preservation Fund. Previous CLG grants awarded to the city have supported the Historic Preservation Program Manager position, supported restoration of the Lincoln Park Fence, and been utilized as pass-through grants to support preservation efforts by local non-profits such as the Committee to Restore the Abyssinian Church, the Tate House Museum, and Mechanics Hall.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The intended outcome of this grant is to support Historic Preservation staff participation in a biannual national training opportunity while leveraging grant funds to minimize the City's financial contribution.

V. FINANCIAL IMPACT

The grant to support staff attendance at Forum 2026, will require the expenditure of previously allocated funds for professional development; however, the award will be used to offset those funds, allowing the Planning and Urban Development Department's limited professional development budget to extend further.

VI. STAFF ANALYSIS AND BACKGROUND

Staff support acceptance of the grant as it will support professional development for city staff.

NAPC and Forum 2026

NAPC is a 501(c)3 nonprofit founded in 1983 to provide technical support to local preservation commissions and to advocate for policies and programs that support preservation commission efforts at the federal, state and local levels. The organization runs established education and training programs, including the Commission Assistance and Mentoring Program (CAMP®) and the biennial FORUM conference. In 2024, the City of Portland (fully funded through a CLG grant) hosted a state-wide CAMP training. FORUM is the only national conference focused on the issues facing local historic preservation boards and commissions, and includes dozens of educational sessions, discussion panels, mobile workshops, and tours.

<https://forum.napcommissions.org/>

VII. RECOMMENDATION

Staff recommend that the City Council accept the three grants awarded by MHPC.

VIII. LIST ATTACHMENTS

1. Order - Approving CLG Grant for Forum Attendance
2. Service Contract re Conference Attendance CLG Grant - FINAL_012026
3. CLG Grant Application - Forum Attendance

Prepared by:

Kevin Kraft, Director

Date: 01/20/2026

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 ACCEPTING AND APPROPRIATING A \$3,783 MAINE HISTORIC
PRESERVATION COMMISSION GRANT FOR PLANNING STAFF PARTICIPATION
IN FORUM 2026**

ORDERED, that a grant agreement in the amount of \$3,783 from the Maine Historic Preservation Commission is hereby accepted and that amount appropriated to the Planning and Urban Development Department to support staff attendance at Forum 2026, a national preservation conference organized by the National Alliance of Preservation Commissions, as set forth in the grant agreement attached hereto; and

BE IT FURTHER ORDERED, that the City Manager or designee is hereby authorized to execute the Grant Agreement in substantially the form attached hereto and whatever other documents are necessary to effect the intent and purpose of this order.



SERVICE CONTRACT

DATE: 11/14/2025	CONTRACT AMOUNT: \$3,783.00
ADVANTAGE CONTRACT #: 20251114000000001176	
DEPARTMENT AGREEMENT #: ME-25-10010	
START DATE: 11/12/2025	END DATE: 3/15/2027

This Contract is between the following State of Maine Department and Provider:

STATE OF MAINE DEPARTMENT		
DEPARTMENT NAME: Maine Historic Preservation Commission		
ADDRESS: 10 Water Street, 65 SHS		
CITY: Hallowell	STATE: Maine	ZIP CODE: 04347
PROVIDER		
PROVIDER NAME: City of Portland		
ADDRESS: 389 Congress Street		
CITY: Portland	STATE: ME	ZIP CODE: 04101
PROVIDER'S VENDOR CUSTOMER #: VC0000259476		

Each signatory below represents that the person has the requisite authority to enter into this Contract.

Department Representative:

Provider Representative:

Kirk F. Mohnhey 11/15/2025
BY: Kirk F. Mohnhey, Director Date

BY: Name and Title Date

The contract is fully executed when all parties sign and funds have been encumbered. Upon final approval by the Office of State Procurement Services, a case details page will be made part of this contract.

DEPARTMENT AND PROVIDER POINT OF CONTACT

CONTRACT ADMINISTRATOR: The following person is designated as the Contract Administrator on behalf of the Department for this Contract. All financial reports, invoices, correspondence and related submissions from the Provider as outlined in Rider A, Reports, shall be submitted to:

NAME: Kirk Mohney		
EMAIL: kirk.mohney@maine.gov	TELEPHONE: 207-287-3811	
ADDRESS: 10 Water Street, 65 SHS		
CITY: Hallowell	STATE: Maine	ZIP CODE: 04347

PROGRAM ADMINISTRATOR: (Program Administrator section is optional.)

The following person is designated as the Program Administrator. This person will be able to respond to routine questions pertaining to the Contract; they will not be able to alter the scope of the Contract.

NAME:		
EMAIL:	TELEPHONE:	
ADDRESS:		
CITY:	STATE:	ZIP CODE:

PROVIDER CONTACT: The following person is designated as the Contact Person on behalf of the Provider for this Contract. All contractual correspondence from the Department shall be submitted to:

NAME:		
EMAIL:	TELEPHONE:	
ADDRESS:		
CITY:	STATE:	ZIP CODE:

TABLE OF RIDERS

The following riders are hereby incorporated into this Contract and made part of it by reference. *(Riders A, B, and G are required. Check all others that apply.)*

☒	Funding Rider
☒	Rider A – Scope of Work
☒	Rider B – Terms and Conditions
☒	Rider C - Exceptions
☒	Rider D – Included at Department’s Discretion
☒	Rider E – Included at Department’s Discretion
☒	Rider F – Included at Department’s Discretion
☒	Rider G – Identification of Country in Which Contracted Work will be Performed
☐	Business Associate Agreement – Included at Department’s Discretion
☐	Other – Included at Department’s Discretion

FUNDING RIDER

Internal Purposes Only

CODING: (Departments - Attach separate sheet as needed for additional coding.)

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	APPR FUNDING	FISCAL YEAR
\$3,783.00	013	94P	1655	26	6401	1655G	F2025		

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	APPR FUNDING	FISCAL YEAR
\$									

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	APPR FUNDING	FISCAL YEAR
\$									

FUNDING TOTAL: \$

The sources of funds and compliance requirements for this Contract follow:

State General Fund	\$
Dedicated/Special Revenue	\$
Federal Funds	\$ 3,783.00

RIDER A: SCOPE OF WORK

TABLE OF CONTENTS

- I. Acronyms
- II. Introduction/Overview
- III. Deliverables
- IV. Performance Measures
- V. Reports

I. ACRONYMS/DEFINITIONS:

The following terms and acronyms shall have the meaning indicated below as referenced in this Contract:

COMMONLY KNOWN ACRONYMS AND DEPARTMENT ABBREVIATIONS	
BAA	Business Associate Agreement
Contract	Formal and legal binding agreement
Department	State of Maine Department Entering into this Contract
Provider	Organization providing services under this Contract
State	State of Maine

II. INTRODUCTION/OVERVIEW:

The purpose of this Contract is to provide funding for the City of Portland's Historic Preservation Program Manager and Associate Preservation Planner to attend the biannual National Alliance of Preservation Commissions Conference, Forum, which is being held in Minneapolis from July 22-26, 2026.

The funding for this grant originates in the Historic Preservation Fund (HPF), a National Park Service, Department of the Interior grant-in-aid, and is awarded to non-profit entities or units of government through a competitive process.

The Department will pay the Provider as follows:

On a reimbursement basis up to the contract amount with documentation of allowable expenditures made and sufficient Provider match amount per reimbursement request. Payments are subject to the Provider's compliance with all items set forth in this Agreement and subject to the availability of funds. The Department will process approved payments within 30 days. See Rider F for additional payment details.

The Provider shall undertake this project in accordance with the Provider's 2025 Historic Preservation Grant Application as submitted to the Commission.

SCOPE OF WORK:

III. DELIVERABLES:

The Provider shall perform all services and maintain all standards and requirements for services provided under this Contract in accordance with the below:

N/A

RIDER B: TERMS AND CONDITIONS

1. **INVOICES AND PAYMENT.** Department will pay the Provider as follows: Payment terms are net 30 days from the date the State receives an error-free invoice with all necessary and complete supporting documents.

All invoices must include the following:
 - A. Advantage Contract numbers for this contract.
 - B. Vendor Code number assigned when registering as a vendor with the State of Maine. This number appears on all Contracts and Purchase Orders and can be acquired from the agency contact.
 - C. Itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State.
 - D. In cases where hourly rates of contracted resources are concerned, invoices must contain a copy or copies of time sheets associated with that invoice. Time sheets will need to be reviewed and approved by the State's contract administrator.

2. **BENEFITS AND DEDUCTIONS.** If the Provider is an individual, the Provider understands and agrees that they are an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for their Income Tax records.

3. **INDEPENDENT CAPACITY.** In the performance of this Contract, the parties hereto agree that the Provider, and any agents and employees of the Provider, shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.

4. **DEPARTMENT'S REPRESENTATIVE.** The Contract Administrator shall be the Department's representative during the period of this Contract. The Contract Administrator has authority to curtail services if necessary to ensure proper execution. They shall certify to the Department when payments under the Contract are due and the amounts to be paid. They shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.

5. **CHANGES IN THE WORK.** The Department may order changes in the work, the Contract Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Procurement Review Committee. Said amendment must be effective prior to the execution of the changed work.

6. **SUB-CONTRACTORS**. The Provider may not enter into any subcontract for the work to be performed under this Contract without the express written consent of the Department. This provision shall not apply to contracts of employment between the Provider and its employees.

The Provider is solely responsible for the performance of work under this Contract. The approval of the Department for the Provider to subcontract for work under this Contract shall not relieve the Provider in any way of its responsibility for performance of the work.

All Subcontractors shall be bound by the terms and conditions set forth in this Contract. The Provider shall give the State immediate notice in writing of any legal action or suit filed, and prompt notice of any claim made against the Provider by any Subcontractor, which may result in litigation related in any way to this Contract, or which may affect the performance of duties under this Contract.

7. **SUBLETTING, ASSIGNMENT OR TRANSFER**. The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without the written request and written approval from the Department. Such approval shall not in any case relieve the Provider of its responsibility for performance of work or liability under this Contract.

8. **EQUAL EMPLOYMENT OPPORTUNITY**. During the performance of this Contract, the Provider certifies as follows:

- A. The Provider shall not discriminate against any employee or applicant for employment relating to this Contract because of race, color, religious creed, sex, national origin, familial status, ancestry, age, physical or mental disability, sexual orientation, or gender identity, unless related to a bona fide occupational qualification.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

- B. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Contract, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, familial status, ancestry, age, physical or mental disability, sexual orientation, or gender identity.
- C. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining Contract, or other Contract or understanding, whereby it is furnished with labor for the performance of this Contract a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine

Human Rights Commission, EEOC, Office of Civil Rights, etc.) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.

- E. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.
- F. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each Subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

9. **CONFLICT OF INTEREST.** The Provider warrants that no State employee has or will receive any direct or indirect pecuniary interest in or receive or be eligible to receive, directly or indirectly, any benefit that may arise from this Contract, for any employee who participated in any way in the solicitation, award or administration of this Contract according to [Title 5 MRS §18-A, \(2\)](#) and in harmony with [Title 17 MRS §3104](#). Any contract made in violation of these sections is void.

The Provider certifies that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of its services hereunder. The Provider further certifies that in the performance of this Contract, no person having any such known interests shall be employed.

10. **EMPLOYMENT AND PERSONNEL.** The Provider shall not engage on a full-time, part-time or other basis during the period of this Contract, any executive employee who participated in any way in the solicitation, award or administration of this Contract according to [Title 5 MRS §18-A, \(2\)](#) and in harmony with [Title 17 MRS §3104](#). Any contract made in violation of these sections is void.

11. **NON-COLLUSION.** The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Contract and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award of this Contract.

And, the Provider has not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services, and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

For breach or violation of this provision, the Department shall have the right to terminate this Contract without liability or, at its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

12. **ACCESS TO RECORDS.** As a condition of accepting a Contract for services under this section, a Provider must agree to treat all records, other than proprietary information, relating to personal

services work performed under the Contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the Department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the Provider and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the Contract and information concerning employee and Contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Contract and make such materials available at its offices at all reasonable times during the period of this Contract and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.

- 13. TERMINATION.** The performance of work under this Contract may be terminated by the Department whenever for any reason the Contract Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be affected by the delivery to the Provider of a Notice of Termination specifying the date on which such termination becomes effective.

Either party may terminate this Contract for cause by providing a written notice of termination stating the reason for the termination a minimum of thirty (30) calendar day ahead of the effective date of the termination. As part of the thirty (30) calendar days written notice of termination, the defaulting party shall have fifteen (15) calendar days to cure the default. If the default is of such a nature that it cannot be cured within fifteen (15) calendar days, the defaulting party shall have such additional time, as the parties may agree to, to cure the default, provided the defaulting party has taken steps to cure the default within the initial fifteen (15) calendar days.

Upon termination, the Department shall pay the Provider for work performed by the Provider prior to the date of Notice of Termination.

- 14. GOVERNMENTAL REQUIREMENTS.** The Provider warrants and represents that it will comply with all applicable governmental ordinances, laws and regulations.

- 15. GOVERNING LAW.** This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought in the State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

- 16. STATE HELD HARMLESS.** The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all third party claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.

17. NOTICE OF CLAIMS. The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to this Contract or which may affect the performance of duties under this Contract, and prompt notice of any claim made against the Provider by any Subcontractor which may result in litigation related in any way to this Contract or which may affect the performance of duties under this Contract.

18. APPROVAL. This Contract must be approved by the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.

19. INSURANCE REQUIREMENT. The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Contract with adequate liability coverage to protect itself and the Department from suits. Providers insured through a “risk retention group” insurer prior to July 1, 1991, may continue under that arrangement. Prior to or upon execution of this Contract, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.

- A. Other Provisions - Unless explicitly waived by the Department, the insurance policies shall contain, or be endorsed to contain, the following provisions:
 - i. The Provider’s insurance coverage shall be the primary and non-contributory. Any insurance or self-insurance maintained by the Department for its officers, agents, and employees shall be in excess of the Provider’s insurance and shall not contribute to it.
 - ii. The Provider’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.
 - iii. The Provider shall furnish the Department with certificates of insurance, and with those endorsements, if any, affecting coverage, required by these Insurance Requirements. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Department before this Contract commences. The Department reserves the right to require complete, certified copies of all required insurance policies at any time.
 - iv. All policies should contain a revised cancellation clause allowing thirty (30) days notice to the Department in the event of cancellation for any reason, including nonpayment.
 - v. The Department will not grant the Provider, or any sub-contractor of the Provider, “Additional Insured” status and the Department will not grant any Provider a “Waiver of Subrogation”.

20. NON-APPROPRIATION. Notwithstanding any other provision of this Contract, if the State does not receive sufficient State, Federal, or other sources of funds to fund this Contract and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from State or Federal legislative, executive or judicial bodies, then the State is not obligated to make payment under this Contract.

21. SEVERABILITY. The invalidity or unenforceability of any particular provision, or part thereof, of this Contract shall not affect the remainder of said provision or any other provisions, and this Contract shall be construed in all respects as if such invalid or unenforceable provision or part

thereof had been omitted.

22. ORDER OF PRECEDENCE. In the event of a conflict between the documents comprising this Contract, the Order of Precedence shall be:

- Rider C Exceptions
- Rider B Terms and Conditions
- Rider A Scope of Work
- Funding Rider
- Rider D Included at Department's Discretion
- Rider E Included at Department's Discretion
- Rider F Included at Department's Discretion
- Rider G Identification of Country in which contracted work will be performed
- Business Associate Agreement included at Department's Discretion
- Other Included at Department's Discretion

23. FORCE MAJEURE. The performance of an obligation by either party shall be excused in the event that performance of that obligation is prevented by an act of God, act of war, riot, fire, explosion, flood, pandemic or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party.

24. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Contract up to any amounts due and owing to the State with regard to this Contract, any other Contract with any State department or agency, including any Contract for a term commencing prior to the term of this Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

25. ENTIRE CONTRACT. This document contains the entire Contract of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Contract that any implied waiver occurred between the parties, which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Contract, or to exercise an option or election under the Contract, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Contract shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Contract or at law.

26. AMENDMENT. No changes, modifications, or amendments in the terms and conditions of this Contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Provider.

27. DEBARMENT AND PERFORMANCE CERTIFICATION. By signing this Contract, the Provider certifies to the best of Provider's knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Contract:

- A. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
- B. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
 - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
 - ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 - iv. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.

28. STATE PROPERTY. The Provider shall be responsible for the proper custody, care and return of any Department or State-owned property furnished or state-funded for the Provider's use in connection with the performance of this Contract, and the Provider will reimburse the Department for its loss or damage, normal wear and tear excepted.

29. CYBERSECURITY AND PROHIBITED TECHNOLOGIES. Through the execution of this contract, the Provider certifies that the aforementioned organization, its principals and any subcontractors named in this Contract:

- A. is not a foreign adversary business entity, <https://www.maine.gov/oit/prohibited-technologies>, [Title 5 M.R.S. §2021 \(3\)](#); and
- B. is not on the list of prohibited companies or does not obtain or purchase any information or communications technology or services included on the list of prohibited information and communications technology and services <https://www.maine.gov/oit/prohibited-technologies>, [Title 5 M.R.S. §2030-B](#).

Contracts entered into by a state agency in violation of Title 5 M.R.S. §2030-B are void. A person who executes this contract in violation of this section commits a civil violation for which a fine may be adjudged in an amount that is twice the amount of this contract or \$250,000, whichever is greater, (Title 5 M.R.S., §2030-A).

30. CONFIDENTIALITY.

- A. Subject to the Maine Freedom of Access Act (FOAA), [Title 1 M.R.S. §400](#) et seq., "confidential information" means non-public information designated as protected from disclosure under state or federal law. Confidential information given to the Provider by the Department, or acquired by the Provider on behalf of the Department, whether in verbal,

written, electronic, or any other format, shall be subject to the requirements herein. The term “confidential information” does not include any information or documentation that is subject to disclosure under FOAA.

- B. In conformance with applicable Federal and State statutes, regulations, and ethical standards, the Provider and the Department shall take all necessary steps to protect confidential information regarding all persons served by the Department, including the proper care, custody, use, and preservation of records, papers, files, communications, and any such items that may reveal confidential information about persons served by the Department, or whose information is utilized in order to accomplish the purposes of this Contract.
 - C. In the event of a breach of this confidentiality provision, the Provider shall notify the Contract Administrator immediately.
 - D. The Provider shall comply with the [Maine Public Law, Title 10, Chapter 210-B \(Notice of Risk to Personal Data Act\)](#).
- 31. TARIFFS.** Any price increases implemented by the provider due to the imposition of tariffs shall remain in effect only for the duration that such tariffs are in place. In the event of the repeal or reduction of any applicable tariff(s), the provider shall immediately return to the original price list or make a proportional reduction in the price to reflect the decrease in tariff(s). Price adjustments under this clause shall be made in good faith and without undue delay upon confirmation via documents reflecting tariff changes.

RIDER C
Exceptions

1. Add the following language to the end of Section 13 "TERMINATION" of Rider B:

"The Provider may terminate this Agreement, in whole or in part, for the purpose of convenience, upon no less than thirty (30) days prior written notice to the Department."

2. Insert the following language after the last sentence of Section 16 "STATE HELD HARMLESS" of Rider B:

"The Provider's obligations under this Agreement are subject to and limited by the defenses, immunities, and limitations of liability available to the Provider under the Maine Tort Claims Act, 14 M.R.S.A. §8101 et seq. and other applicable law."

3. Add the following language to Section 19 "INSURANCE REQUIREMENT" in Rider B:

"The Provider is insured for general liability pursuant to the Maine Tort Claims Act through MMA's risk pool, and upon request, will provide the Department with a Certificate of Membership demonstrating proof of coverage, which shall satisfy the requirements of this Section."

4. #11 and #22 of the Section titled "PROGRAM SPECIFIC REQUIREMENTS" in Rider D do not apply to this Agreement.

RIDER D

SPECIFICATIONS OF WORK TO BE PERFORMED and COMPLIANCE INFORMATION

In addition to what is noted on the cover page of this contract, the Maine Historic Preservation Commission is also hereby referred to as the "Commission" or the "Grantee" and the Provider is also hereby referred to as the "Recipient" or "Subrecipient". The Commission and the Provider mutually agree as follows:

The Provider has been awarded a U.S. Department of the Interior Historic Preservation Fund (HPF) grant-in-aid in an amount not to exceed the dollar value shown on the cover page of this contract to support the attendance of the City of Portland's historic preservation staff members at the National Alliance of Preservation Commission's conference Forum 2026 in accordance with the timetable provided with this contract. These federal funds must be matched by a minimum of \$1,261.00.

This grant award is made pursuant to, and recipients must adhere to the Department of the Interior Standard Terms and Conditions located at <https://www.doi.gov/grants/doi-standard-terms-and-conditions>.

ARTICLES

1. Department of the Interior Standard Terms and Conditions 2 CFR 200, 2 CFR 1402

Recipients must comply with all applicable federal statutes, regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars. Any inconsistency or conflict in Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this Award will be resolved according to the following order of precedence: federal laws, Executive Orders, federal regulations, applicable notices published in the Federal Register, OMB circulars, Treasury's Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions.

DOI terms and regulatory requirements are located at:

- <https://www.doi.gov/grants/doi-standard-terms-and-conditions>
- eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- eCFR :: 2 CFR Part 1402 -- Financial Assistance Interior Regulation, Supplementing the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

2. Responsibilities of the Parties

The Recipient agrees to:

- a. Carry out the Statement of Work in accordance with the terms and conditions stated herein. The recipient shall adhere to Federal, state, and local laws, regulations, and codes, as applicable.
- b. Perform work in accordance with the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation* in the assigned mandatory program areas as defined by the National Historic Preservation Act.
- c. Ensure subrecipients understand they are subject to the requirements of 2 CFR 200.1 "Subaward", 200.101 Applicability, and 200.331 Requirements for pass-through entities.
- d. Record their procurement of qualified consultants and contracts in accordance with 2 CFR 200.317.

3. Cost-Share Requirement

Non-Federal cost-share is required for costs incurred under this Agreement, as identified in the attached project budget.

4. Recipient Cost Share or Match.

Any non-Federal share, whether in cash or in-kind, is expected to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the Commission based on sufficient documentation demonstrating previously determined plans for or later commitment of cash or in-kind contributions. In any case, the Recipient must meet their cost share commitment over the life of the award.

5. Prior Approval

The Recipient shall obtain prior approval for budget and program revisions, in accordance with 2 CFR 200.308.

6. Modification, Remedies For Noncompliance Termination

- a. This Agreement may be modified at any time, prior to the expiration date, only by a written instrument executed by the Commission.
- b. Additional conditions may be imposed by Commission if it is determined that the Recipient is non-compliant to the terms and conditions of this agreement. Remedies for Noncompliance can be found in 2 CFR 200.339.
- c. This Agreement may be terminated consistent with applicable termination provisions for Agreements found in 2 CFR 200.340 through 200.343.

7. Ensuring The Future Is Made In All Of America By All Of America's Workers Per E.O. 14005 (Dated January 25, 2021).

Per Executive Order 14005, entitled "Ensuring the Future is Made in All of America by All of America's Workers" the Recipient shall maximize the use of goods, products and materials produced in, and services offered in, the United States, and whenever possible, procure goods, products, materials, and services from sources that will help American businesses compete in strategic industries and help America's workers thrive.

8. Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. §794 (d))

While the requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), do not apply to financial assistance agreements, the NPS is subject to the Act's requirements that all documents posted on an NPS or NPS-hosted website comply with the accessibility standards of the Act. Accordingly, final deliverable reports prepared under this agreement and submitted in electronic format must be submitted in a format whereby NPS can easily meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. *NOTE: Interim progress reports and financial reports are not considered final deliverables and therefore the following requirements do not apply.*

All electronic documents prepared under this Agreement must meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. The Act requires that all electronic products prepared for the Federal Government be accessible to persons with disabilities, including those with vision, hearing, cognitive, and mobility impairments. View Section 508 of the Rehabilitation Act, Standards and Guidelines for detailed information (<https://www.access-board.gov/guidelines-andstandards/communications-and-it/about-the-ict-refresh/final-rule/text-of-the-standards-and-guidelines>).

The following summarizes some of the requirements for preparing NPS reports in conformance with Section 508 for eventual posting by NPS to an NPS-sponsored website. For specific detailed guidance and checklists for creating accessible digital content, please go to <https://section508.gov/create>. All accessible digital content must conform to the requirements and techniques of the Web Content Accessibility Guidelines (WCAG) 2.0 or later (<https://www.w3.org/WAI/standards-guidelines/wcag/>), Level AA Success Criteria.

a. Electronic documents with images

Provide a text equivalent for every non-text element (including photographs, charts and equations) in all publications prepared in electronic format. Use descriptions such as "alt" and "longdesc" for all non-text images or place them in element content. For all documents prepared, vendors must prepare one standard HTML format as described in this statement of work AND one text format that includes descriptions for all non-text images. "Text equivalent" means text sufficient to reasonably describe the image. Images that are merely decorative require only a very brief "text equivalent" description. However, images that convey information that is important to the content of the report require text sufficient to reasonably describe that image and its purpose within the context of the report.

b. Electronic documents with complex charts or data tables

When preparing tables that are heavily designed, prepare adequate alternate information so that assistive technologies can read them out. Identify row and column headers for data tables. Provide the information in a non-linear form. Markups will be used to associate data cells and header cells for data tables that have two or more logical levels of row and column headers.

c. Electronic documents with forms

When electronic forms are designed to be completed on-line, the form will allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

9. Lobbying Prohibition.

18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107–273, Nov. 2, 2002 Violations of this section shall constitute violations of section 1352(a) of title 31. In addition, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110–161) also apply.

10. Anti-Deficiency Act.

Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

11. Assignment.

No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.

12. Member of Congress.

Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.

13. Agency.

The Recipient is not an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will the Recipient represent its self as such to third parties. NPS employees are not agents of the Recipient and will not act on behalf of the Recipient.

14. Non-Exclusive Agreement.

This Agreement in no way restricts the Recipient or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.

15. Partial Invalidity.

If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

16. No Employment Relationship.

This Agreement is not intended to and shall not be construed to create an employment relationship between NPS and Recipient or its representatives. No representative of Recipient shall perform any function or make any decision properly reserved by law or policy to the Federal government.

17. No Third-Party Rights.

This Agreement creates enforceable obligations between only NPS and Recipient. Except as expressly provided herein, it is not intended nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.

18. Rights in Data.

The Recipient must grant the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Recipient, its employees or any individual or concern **specifically employed or assigned to originate and prepare such material.**

19. Conflict of Interest

a. Applicability.

1. This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.
2. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR 200.318 apply.

- b. Requirements.
 - 1. Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.
 - 2. In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.
 - 3. No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.
- c. Notification.
 - 1. Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of interest..
- d. Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients.
- e. Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC 1352.
- f. Review Procedures. The Financial Assistance Officer will examine each conflict of interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement, and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it. Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

20. Geospatial Data

Geospatial Data Act of 2018, Pub. L. 115-254, Subtitle F – Geospatial Data, §§ 751-759C, codified at 43 U.S.C. §§2801-2811 – Federal recipient collection of geospatial data through the use of the Department of the Interior financial assistance funds requires a due diligence search at the GeoPlatform.gov list of datasets to discover whether the needed geospatial-related data, products, or services already exist. If the required data set already exists, the recipient must use it. If the required data is not already available, the recipient must produce the proposed geospatial data, products, or services in compliance with applicable proposed guidance and standards established by the Federal Geospatial Data Committee (FGDC) posted at www.fgdc.gov.

21. Patents and Inventions

Recipients of agreements which support experimental, developmental, or research work shall be subject to applicable regulations governing patents and inventions, including the governmentwide regulations issued by the Department of Commerce at 37 CFR 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements. These regulations do not apply to any agreement made primarily for educational purposes.

22. General And Special Provisions

- a. **OMB Circulars and Other Regulations.** The following Federal regulations are incorporated by reference into this Agreement (full text can be found at <http://www.ecfr.gov>):
 - i. Administrative Requirements:
2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
 - ii. Determination of Allowable Costs:

2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E; and

iii. Audit Requirements:

2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F.

iv. Code of Federal Regulations/Regulatory Requirements:

- [2 CFR Part 182 & 1401 "Government-wide Requirements for a Drug-Free Workplace"](#);
- 2 CFR Part 180 & 1400, "Non-Procurement Debarment and Suspension", previously located at 43 CFR Part 42, "Government wide Debarment and Suspension (NonProcurement)";
- [43 CFR 18, "New Restrictions on Lobbying"](#);
- [2 CFR Part 175, "Trafficking Victims Protection Act of 2000"](#);
- FAR Clause 52.203-12, Paragraphs (a) and (b), Limitation on Payments to Influence Certain Federal Transactions;
- 2 CFR Part 25, System for Award Management (www.SAM.gov) and Data Universal Numbering System (DUNS); and
- 2 CFR Part 170, "Reporting Subawards and Executive Compensation".

- b. Non-Discrimination.** All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. §§2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
- c. Minority Business Enterprise Development.** Pursuant to Executive Order 12432 it is national policy to award a fair share of contracts to small and minority firms. NPS is strongly committed to the objectives of this policy and encourages all recipients of its Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with the Executive Order.
- d. Survival.** Any and all provisions which, by themselves or their nature, are reasonably expected to be performed after the expiration or termination of this Agreement shall survive and be enforceable after the expiration or termination of this Agreement. Any and all liabilities, actual or contingent, which have arisen during the term of and in connection with this Agreement shall survive expiration or termination of this Agreement.
- e. Captions and Headings:** The captions, headings, article numbers and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provision of this Agreement nor in any way affecting this Agreement.

23. Executive Orders and Department of the Interior Secretary Orders

Recipients must comply with all applicable Presidential Executive Orders found at:

<https://www.whitehouse.gov/presidentialactions/>

and all applicable DOI Secretary's Orders found at: <https://www.doi.gov/document-library/secretary-order> that are in effect at the time of award, or that may take effect during the period of performance of the award.

PROGRAM SPECIFIC REQUIREMENTS

1. Retention and Access Requirements for Records.

All Recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 2 CFR Part 200.333-200.337 and the Historic Preservation Fund Grants Manual.

2. NAGPRA Costs Are Unallowable

Cost related to Native American Graves Protection and Repatriation Act (NAGPRA) activities are unallowable under this agreement. Funds for NAGPRA activities are available through the NPS National NAGPRA Program.

3. Allowable and Eligible Costs.

Expenses charged against awards under the Agreement may not be incurred prior to the beginning of the Start Date of the Agreement, and may be incurred only as necessary to carry out the approved objectives, scope of work and budget with prior approval from the Commission. The Recipient shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.

Eligible costs under this award are as described in this Notice, 2 CFR 200, and the Historic Preservation Fund Grants Manual (HPF Manual).

For this program eligible costs also include:

- a. Projects under the eligible program areas as defined by the National Historic Preservation Act (NHPA): Administration, Local Government Certification, Development/Covenants, National Register, Planning, Review & Compliance, Survey & Inventory, and Tax Incentives;
- b. Administrative costs necessary to complete and administer the grant requirements;
- c. Rehabilitation of properties;
 - i. Eligible properties include historic districts, buildings, sites, structures and objects listed in the National Register of Historic Places or applicable Tribal Register;
 - ii. All work must meet the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation; and
 - iii. All projects receiving repair assistance must enter into a preservation agreement/covenant/easement
- d. Survey and Inventory of historic resources to determine eligibility;
- e. Cost for administering an easement/covenant for the property;
- f. Cost for any required audits or financial requests;
- g. Cost for the production of project signs;
- h. Costs for public notice of grant opportunities;
- i. Costs associated with required training or reporting; and/
- j. Any other costs as determined eligible by the NPS in accordance with the OMB circulars, NPS policies, and the Historic Preservation Fund Grants Manual.

4. Publicity & Press Releases

Press releases about this project must acknowledge the grant assistance provided by the Historic Preservation Fund and the National Park Service, and copies of the press releases must be provided to the NPS. The Recipient must transmit notice of any public ceremonies planned to publicize funded or related projects in a timely enough manner so that the NPS, Department of the Interior, Congressional or other Federal officials can attend if desired. All publicity and press releases related to activities funded with this award should include a statement that funding for the activity was provided (in part or in whole) by the Historic Preservation Fund (HPF) administered by the National Park Service.

5. Requirement for Project Sign & Public Notification

As stipulated in 36 CFR Part 800, public views and comments regarding all Federally-funded undertakings on historic properties must be sought and considered by the authorizing Federal agency. Therefore, the grantee is required to post a public notification regarding the undertaking under this grant in one or more of the major newspapers or news sources that cover the area affected by the project within 30 days of obligating any contracts or subgrants. A copy of the posted release must be submitted to NPS within 30 days of the posting.

HPF funded development projects must create public notification of the project in the form of a project sign, website posting, and proper credit for announcements and publications as appropriate. The sign/notification must be of reasonable and adequate design and construction to withstand weather exposure (if appropriate); be of a size that can be easily read from the public right-of-way; and be accessible to the public throughout the project term as stipulated in this Grant Agreement. At a minimum, all notifications must contain the following statement:

"[Project Name] is being supported in part by the Historic Preservation Fund administered by the National Park Service, Department of the Interior and the Maine Historic Preservation Commission."

Additional information briefly identifying the historical significance of the property and recognizing other contributors is encouraged and permissible. The NPS arrowhead logo may only be used in conjunction with the HPF approved signage format that can be provided upon request. Any other use of the logo is prohibited.

6. Funding Acknowledgement

The grantee must include acknowledgment of grant support from the Historic Preservation Fund of the National Park Service, Department of Interior, in all deliverables and publications concerning NPS grant supported activities as referenced in the Statement of Work.

All deliverables must contain the following disclaimer and acknowledgement:

"This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior under Grant Number P25AF00996 and Maine Historic Preservation Commission, project ME-25-10010. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior."

- a. Deliverables/publications include but are not limited to grant project reports; books, pamphlets, brochures or magazines; video or audio files; documentation of events, including programs; invitations and photos; websites; mobile apps; exhibits; and interpretive signs.
- b. All digital copies must follow the file naming convention:

SHPO_2025_ME_City of Portland _P25AF00996 _description of file

Refer to the attached guidance document for instructions on creating, naming and submitting digital copies of deliverables/publications.

- c. All consultants hired by the grantee must be informed of this requirement.
- d. Grantees, subgrantees, contractors may not use the NPS Arrowhead in any form without written permission.

7. Consultants & Contractors

The Provider must submit documentation of responses to its competitive selection process, along with its justification and resume(s) for which consultant(s) selected for grant-assisted work, to the Commission for approval. The consultant(s) must have requisite experience and training in historic preservation to oversee any construction work to be performed and to manage this complex project. All consultants must be competitively selected and documentation of this selection must be maintained by the Provider and be made readily available for examination by the Commission. **Maximum hourly rates charged to this grant may not exceed 120% of a Federal Civil Service GS-15, step 10 salary.** Current salary tables can be found on the Office of Personnel and Management website: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>. For calendar year 2025 this amount is \$112.24 in Cumberland County.

8. Requirement for NEPA Compliance

All HPF funded grants are subject to the requirements of the National Environmental Policy Act (NEPA) of 1969, as amended. This Act requires Federal agencies to consider the reasonably foreseeable environmental consequences of all grant-supported activities. As part of the NPS implementation of NEPA, grantees are required to notify the NPS of any reasonably foreseeable impacts to the environment from grant-supported

activities, or to certify that no such impacts will arise upon receipt of a grant award. In addition, the NPS has determined that most HPF grant funds are not expected to individually or cumulatively have a significant impact on the environment, unless the activity involves development (construction) or archeology.

9. Compliance with Section 106

Pursuant to Section 106 of the National Historic Preservation Act (54 USC 306108), the NPS, the Subrecipient, and the Commission must complete the consultation process stipulated in the regulations issued by the Advisory Council on Historic Preservation (ACHP) in 36 CFR 800 **prior** to the commencement of all grant assisted construction or ground disturbance on the property.

10. Compliance with Section 110

Section 110 of The National Historic Preservation Act identifies the responsibility of the federal agency in their treatment of historic properties. Section 110(f) (54 USC 306107) clarifies the responsibility of the agency to protect National Historic Landmarks (NHL) from harm. See this agreement for submission requirements regarding NHL properties. In addition, Section 110(k) (54 USC 306113) prohibits the NPS from funding any grantee or subgrantee that attempts to avoid the requirements of Section 106. Grantees must make every effort to fund preservation projects that do no harm or adverse effects to NHL properties. Should it be discovered a grantee has deliberately damaged a property (e.g., pre-emptive demolition) to avoid requirements, the NPS must be notified to determine, in consultation with the ACHP, if the project can proceed.

11. NPS Review of Planning/Design Documents for National Historic Landmarks

The grantee must submit the following:

- a. a site plan that has the north direction clearly marked;
- b. a city/county map with the site of the property clearly labeled;
- c. set of plans and specifications for the project;
- d. digital images of all exterior elevations of the building or site, with views identified and oriented and keyed to the site plan;
- e. digital images of all interior major rooms and those involved in the project, labeled and keyed to a floor plan;
- f. for NHL Districts include overall views of the district from the project area; and
- g. any additional information that will better enable a technical review of the project to be completed.

The grantee must submit documents for the entire undertaking to the NPS for its review and approval to ensure conformance with the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation*, Historic Preservation Fund Grant Manual, and with the conditions listed in this Grant Agreement, **prior** to the beginning of grant-assisted work. Work that does not comply with these Standards in the judgment of the NPS will not be reimbursed, and may cause the grant to be terminated and funds deobligated.

Plans & specifications for the project must be marked on the cover with this statement:

The {name of property} is designated a National Historic Landmark for its architectural and historic significance. It is considered to have irreplaceable cultural, material, and aesthetic value. The work is funded in part by the Historic Preservation Fund, administered by the National Park Service, Department of the Interior. The funding of which is subject to having all work items meet The Secretary of the Interior's Standards for the Treatment of Historic Properties.

Not Applicable

12. GIS Spatial Data Transfer Standards

All GIS data collected with HPF funds shall be in compliance with the NPS Cultural Resource Spatial Data Transfer Standards with complete feature level metadata. Template GeoDatabases and guidelines for creating GIS data in the NPS cultural resource spatial data transfer standards can be found at the NPS Cultural Resource GIS Facility webpage: https://www.nps.gov/crgis/crgis_standards.htm

Technical assistance to meet the NPS Cultural Resource Spatial Data Transfer Standard specifications will be made available if requested. Execution of a Data Sharing Agreement between the NPS and the Recipient shall take place prior to collection of GIS data using HPF funds, as applicable.

- 13. Commission Review of Planning/Design Documents for Conformance to the Secretary of the Interior's Standards.** If plans or specifications have changed from those submitted with the Subrecipients' application for an CLG/HPF grant, the Subrecipient must submit revised construction documents to the Grantee for its review and approval to ensure conformance with the Secretary of the Interior's *Standards for Historic Preservation and Archeology*, and with the conditions listed in this Grant Agreement, prior to the beginning of grant-assisted repair work on the property. Work that does not comply with these *Standards* in the judgment of the Commission will not be reimbursed, and may cause the grant to be terminated and funds deobligated.

14. Equipment Purchases

Each item of equipment purchased under this award must be approved specifically and in writing by the NPS prior to purchase to confirm the allowability of the costs. Approval of the application is not approval of equipment included within the application. Equipment is defined by 2 CFR 200.1 as tangible personal property (including information technology systems) having a useful life of more than one year and a perunit acquisition cost which equals or exceeds the lesser of the capitalization level established by the nonfederal entity for financial statement purposes, or \$5,000.

- 15. Limitations on Administrative and Indirect Costs.** Administrative costs charged to the subgrant may not exceed 25 percent of the total grant award. This limitation applies to the sum of the direct costs of administration and any indirect costs charged by the Subrecipients pursuant to a current Federally approved indirect cost rate.

Administrative costs are those costs defined in the HPF Grants Manual, Chapter 6, Section F.1, and in Chapter 7, Exhibit 7-B.Retention and Access Requirements for Records. All Recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 2 CFR Part 200.333-200.337 and the Historic Preservation Fund Grants Manual.

16. Catalog of Federal Domestic Assistance/Assistance listing Inclusion in Single Audit

Non-Federal entities receiving financial assistance through the Historic Preservation fund must include the appropriate Catalog of Federal Domestic Assistance (CFDA) number in the Schedule of Expenditures of Federal Award in their Single-Audit. The DFDA number applicable to this award is 15.904 – Historic Preservation Fund Grants-in-Aid.

17. Notice of Financial Management Review

As part of government-wide efforts to improve coordination of financial management and increase financial accountability and transparency in the receipt and use of federal funding, the grantee is hereby notified that this award may be subject to higher scrutiny. This may include a requirement to submit additional reporting documentation.

18. Unanticipated Discovery Protocols

At a minimum, unanticipated discovery protocols for subgrants or contracts shall require the sub-grantee or contractor to immediately stop construction in the vicinity of the affected historic resource and take reasonable measures to avoid and minimize harm to the resource until the SHPO or THPO, sub-grantee or contractor, and Indian Tribes, as appropriate, have determined a suitable course of action within 15 calendar days. With the express permission of the SHPO and/or THPO, the sub-grantee or contractor may perform additional measures to secure the jobsite if the sub-grantee or contractor determines that unfinished work in the vicinity of the affected historic property would cause safety or security concerns.

19. Demonstration of Effort – Performance Goals

In order to ensure the timely and successful completion of all HPF grant awards, the NPS requires acceptable demonstration of effort by the grantee on project work supported by all HPF funded grants. Demonstration of effort means acceptable performance by undertaking meaningful progress on grant supported activities and complying with award terms and conditions.

Demonstration of effort will be recorded on Interim Reporting forms as per the schedule in this contract.

20. Funding for Use of Unmanned Aircraft Systems (UAS) (AKA Drones)

HPF funding for unmanned aircraft systems (UAS) usage is eligible only in the contracting of an experienced, licensed contractor of UAS who possesses the appropriate license, certifications, and training to operate UAS. The contractor is required to provide proof of liability insurance in the operation of UAS for commercial use.

If HPF funding is provided to a state, tribal, local, or territorial government, or other non-profit organization for the use of UAS as part of their scope of work, the recipient must have in place policies and procedures to safeguard individuals' privacy, civil rights, and civil liberties prior to expending such funds.

21. Nonfederal Matching Share. At least \$ 8,162.00 in eligible nonfederal matching contributions that are allowable and properly documented in accordance with 43 CFR 12.64 must be used by the Subrecipients during the grant period to share the costs for this grant. Failure to use the required non-Federal matching share will result in the disallowance of costs reimbursed, and/or the de-obligation of remaining unexpended funds.**22. Easement/Covenant Requirement for development projects**

As per Section 54 USC 302902 of the National Historic Preservation Act requires Historic Preservation Fund grantees to assume, after the completion of the project, the total cost of continued maintenance, repair and administration of the grant-assisted property in a manner satisfactory to the Secretary of the Interior.

Accordingly, the **X**, as owner of the **X** must execute a Preservation Agreement with the Commission. The term of the Agreement must run for **X** years from the end date of the last executed Preservation Agreement. The Easement must be executed by registering it with the deed of the property.

All preservation easements must be executed by registering it with the deed of the property. Baseline documentation of the character defining features of the site must be documented prior to construction through photographs. The preservation easement must document the grant assisted condition of the site and the historic character defining features as part of the document registered with the deed.

Not Applicable

23. Copyright

Per 2 CFR 200.315(b), the NPS reserves a royalty-free right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so, any materials produced under this grant. All photos included as part of the interim & final reporting and deliverables/publication will be considered released to the NPS for future official use. Photographer, date, and caption should be identified on each photo, so NPS may provide proper credit for use.

A digital copy of all deliverables must be available for public access. Sensitive information may be redacted from the public access copy.

All consultants hired by the Recipient must be informed of this requirement.

24. Compliance with the Americans with Disabilities Act and the Architectural Barriers Act

The use of federal funds to improve public buildings, to finance services or programs contained in public buildings, or alter any building or facility financed in whole or in part with Federal funds (except privately owned residential structures), requires compliance with the 1990 Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, and the Architectural Barriers Act (ABA). Work done to alter the property should be in compliance with all applicable regulations and guidance.

25. Additional Department Requirements

- Provide the Commission with copies of all contracts entered into in connection with the project.
- Include this contract between the City of Biddeford and the State of Maine in any subcontracts issued.
- Ensure that no member, officer, or employee of the Maine Historic Preservation Commission, including Commission members and staff, will benefit financially from the project, except that such persons may provide technical, consultative, or oversight assistance in a voluntary capacity.

RIDER E

Attachments

Publications/Deliverables Submission Guidelines

A. What do I need to submit?

Provide one digital copy of each deliverable/publication. Deliverables/publications include, but are not limited to: grant project reports; books, pamphlets and magazines; video/audio files; event documentation, including programs and photos, websites, mobile apps, exhibits, and interpretive signs.

For development (construction) grants only:

- **Submit photos of all work completed under the grant, including at least three views of the overall structure and all elements of the scope of work.** Refer to "Documenting Historic Places on Film" for more information on photographing a variety of historic environments and buildings: nps.gov/nr/publications/bulletins/photobul/pt3.htm.
- **Ensure that a fully executed, recorded copy of the preservation easement/covenant has been sent to the Commission.**

Include the following disclaimer and acknowledgement with all deliverables/publications: "This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior and the Maine Historic Preservation Commission. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior."

B. How should I save submissions?

Name each file as follows:

SHPO_2025_ME_City of Portland_P25PF00996_[Description]

- For "Description," create a short (less than 50 characters) and unique description that would help someone to easily and quickly identify the file.
- Do not use spaces or special characters (#, %, &, ?) in filenames. If files are part of a series, append the number 001, 002, 003, etc. to the end of the description.

Required file formats and resolution:

- Reports and publications: PDFs at 300 pixels per inch, at 100 percent of the size of the original document. When possible, convert original publication files to PDF (for example, from Word or InDesign files). Otherwise, use high-quality scans of printed materials.
- Photos: JPEGs or TIFFs at a minimum resolution of 3000 x 2000 pixels (or 6 megapixels).
- Videos: MP4 files at a resolution of 1280 by 720 pixels. Include a transcript of each video in a Word document.
- Audio files: uncompressed WAV files. Include a transcript of each file in a Word document.
- For more information about other types of deliverables or publications, consult the National Archives' transfer guidance tables (<https://www.archives.gov/records-mgmt/policy/transfer-guidance-tables.html>). Submit all files in formats that either "preferred" or "accepted" by the National Archives.

How do I submit submissions?

Contact the Commission's grant coordinator to discuss options for submitting the digital files

What information should be included with my submissions?

Include an index for all deliverables/publications as a Word document. Include the following information for each deliverable/publication:

- Grant Number)
- Subgrant #
- Title of Product
- Filename
- Creator (give full names and their roles in creating the product/deliverable)
- Date Completed
- Extent (pages, length, number of slides; use when applicable)
- Description (up to 200 words)

Save the index file as a Microsoft Word document using the following naming convention:

SHPO_2025_ME_City Portland_P25AF00096_Index.docx

RIDER F: BUDGET AND DETAILED PAYMENT INSTRUCTIONS

Budget

Understand that the budget items and figures above will be adhered to, unless the Commission provides prior written approval of amendments. Note: costs in budget are for two (2) staff members.

PROJECT BUDGET

A Service/Action/Item	B By Whom	C Hours or quantity	D Cost per	Total Cost (C X D)	Notes
Conference Registration	H.P. Program Manager	2	\$400	\$800	
Conference Tours	H.P. Program Manager	4	\$100	\$400	
Airfare and Travel	H.P. Program Manager	2	\$600	\$1,200	
Hotel Accommodations	H.P. Program Manager	8	\$250	\$2,000	
Full-Day Per Diem	H.P. Program Manager	4	\$92	\$368	
First & Last Day per Diem	H.P. Program Manager	4	\$69	\$276	
TOTAL				\$5,044	

PROJECT FUNDING

Service/Action/Item	Donor	Source	Kind	Amount	Notes
75% of cost of conference attendance		CLG Grant	Grant	\$3,783	
25% of cost of conference attendance		City of Portland General Fund	Cash	\$1,261	
Total				\$5.044	

MATCH SUMMARY

Total in-kind: \$
 Total Donation \$
 Total Cash \$1,261
 Other (Overmatch) \$
 Total Match \$1,261

GRANT SUMMARY

Total Grant Request: \$3,783

Detailed Payment Instructions

The Department will pay the Provider as follows:

On a reimbursement basis up to the contract amount with documentation of allowable expenditures made and sufficient Provider match amount per reimbursement request. Payments are subject to the Provider's compliance with all items set forth in this Agreement and subject to the availability of funds. The Department will process approved payments within 30 days.

Required documentation for Reimbursement Requests

1. Invoice on Letterhead, containing the following information:
 - a. amount of reimbursement requested;
 - b. the project cost for this request;
 - c. the amount of match expended for this request; and
 - d. the contract number.
2. All expenses, including matching share, must be documented with copies of bills and photocopies of both sides of canceled checks.
3. Time sheets signed by the employee or volunteer and supervisor are required for volunteer and in-kind services, showing the Commission pre-approved rate and total dollar value of the donated or in-kind time.
4. The dollar value of donated equipment and donated space must also be documented for approval as match.
5. All project products must be received and approved by the Commission prior to final reimbursement. For development projects a final project report is required in addition to any technical report which may be a grant product before final reimbursement.
6. See Sample Reimbursement Request Letter, below.

YOUR LETTER HEAD

INVOICE # _____

Date _____

RE: Contract # _____

Dear Mr. Mohney:

On behalf of the _____, I am requesting a (partial) (full) reimbursement of \$ _____ for expenses incurred between _____ and _____, 202_ in conjunction with the CLG funded project _____.

Project expenses are documented on the following enclosed items:

Signed Value of Donated Labor Forms for _____

Signed Timesheet/paystub/journal for _____

Invoice(s) from _____

Cancelled check # _____ to _____ (copied front and back)

Documentation in the form of _____ for in-kind contributions of materials//venues/equipment.

The total cost reflected in this request is \$_____, of which \$_____ is match and \$_____ is requested as reimbursement.

RIDER G: IDENTIFICATION OF COUNTRY IN WHICH CONTRACTED WORK WILL BE PERFORMED

Please identify the country in which the services purchased through this contract will be performed:

☐ **United States. Please identify state: Enter State**

☐ **Other. Please identify country: Enter Country**

Notification of Changes to the Information:

The Provider agrees to notify the Office of State Procurement Services of any changes to the information provided above.

BUSINESS ASSOCIATE AGREEMENT**(Included at Department's Discretion)**

Enter Business Associate Agreement (BAA) here, if applicable. If not applicable, delete this page or enter "N/A" and make sure BAA is not checked in the Table of Riders section.

N/A

HISTORIC PRESERVATION GRANT APPLICATION



Tate House, Portland, Maine. Photograph by Holly K. Hurd

2025

**Development, PRE-DEVELOPMENT, Education, Planning,
Survey, National Register Listing and Archaeology
Projects**

Maine Historic Preservation Commission
55 Capitol Street, 65 State House Station
Augusta, Maine 04333-0065
207-287-2132
www.maine.gov/mhpc/grant

APPLICATIONS DUE OCTOBER 3, 2025

This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior under Grant Number P25AF00996. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior.

HISTORIC PRESERVATION Grant Application

DEVELOPMENT, PRE-DEVELOPMENT, EDUCATION, PLANNING, SURVEY,
NATIONAL REGISTER LISTING AND ARCHAEOLOGY PROJECTS

IMPORTANT APPLICATION INSTRUCTIONS

Applications will be submitted electronically via Dropbox. To submit the application, send an email to Christi.chapman-mitchell@maine.gov with the subject line "Grant Application Submission". You will then receive an email with detailed instructions for uploading the complete application into a Dropbox folder.

A COMPLETE APPLICATION CONTAINS EACH OF THE FOLLOWING:

- A. Application Form, signed and notarized.** Submit as a .docx or .pdf file.
- B. Assurance and Screening Forms**
 - 1. Survey (Architectural or Archaeological), Planning, Public Education or National Register projects:** Complete Standard Form 424B (Rev. 7-97), Assurances – Non-Construction Programs. This form must be signed and dated and saved as a PDF.
 - 2. Development, Pre-development, and Archaeological Stabilization projects**
 - a.** Complete Standard Form 424D (Rev.7-97), Assurances – Construction Programs. This form must be signed and dated and saved as a PDF.
 - b.** Environmental Screening Worksheet (NEPA). Complete as fully as possible. This form must be signed and dated and saved as a PDF.
- C. Supplementary documentation, submitted as PDFs**
 - 1. Estimates from contractors, consultants.
 - 2. Resumes for volunteer labor.
 - 3. Resumes for contracted labor (if known).
 - 4. Maps showing location of the project. The maps need to at a scale that the property can be located in person.
 - 5. Copies of completed pre-development plans and specifications, assessments, stabilization plans or historic structure reports if appropriate.
- D. Photographs of the historic property or proposed project area, submitted as individual .jpgs** (do not insert into a document). Provide an overview of the property and details of specific features, issues or problems.
- E. Signed and Completed Application Checklist, submitted as a PDF**

The Complete application must be uploaded to Dropbox by 5:00 p.m., October 3, 2025
Optional draft applications are due September 19, 2025.

APPLICATION FORM

Historic Preservation Grants

**REFER TO THE HISTORIC PRESERVATION FUND GRANT MANUAL
WHEN COMPLETING THIS APPLICATION.**

IF COMPLETING THIS FORM IN MICROSOFT WORD TYPE ANSWERS IN THE GRAY BOXES.

I. APPLICANT OVERVIEW

Project Name: **Staff Attendance, Forum 2026**

Location: **Minneapolis, MN**

Applicant Organization: **City of Portland, Maine**

Contact Person: Evan Schueckler, Historic Preservation Program Manager

Mailing Address: 289 Congress Street, 4th Floor

Telephone Number: (207)874-8726 E-mail Address: evans@portlandmaine.gov

Owner Information **NA**

Mailing Address: NA

Telephone Number: NA

II. GRANT TYPE

This application can be used only for Certified Local Government (CLG) Grants. Applicants for CLG grants are limited to the towns of Biddeford, Saco, York, Kennebunk, Portland, Topsham, Lewiston, Gardiner, Augusta, Bangor and Castine.

Please check one box.

☐ **HPF Grant**

☒ **CLG Grant (limited to CLG communities only)**

APPLICATION FORM

Historic Preservation Grants

III. PROJECT TYPE (ctrl-click for glossary definitions)

- ☐ Architectural Survey
- ☐ Archaeological Survey
- ☐ Archaeological Stabilization or Testing
- ☐ Administrative Support
- ☐ Development Have plans and specifications been prepared? ☐ No ☐ Yes

Please list the name, date and author of all associated pre-development work completed in advance of this project and submit copies with this application.

- ☐ National Register Nomination Submit copy of determination of eligibility letter if available
- ☒ Planning
- ☐ Pre-development
(choose one of the following) ☐ Building Condition Assessment ☐ Historic Structure Report
☐ Plans/Specifications/Bid Docs ☐ Archaeological Stabilization Plans
- ☐ Public Education

IV. FUNDING REQUEST. The minimum grant request is normally \$10,000 and the maximum request is normally \$30,000.

Grant Amount Requested (75% maximum)	\$3783	
Match Amount (25% minimum)	\$1261	Match Source: City of Portland General Fund
Total Project Cost (100%)	\$5044	

ATTACH ALL ESTIMATES USED TO CALCULATE PROJECT COST.

V. PROJECT DETAILS

- 1) Project Summary:

Provide a project **summary statement** that describes this project. Example: "The 1860 Smith House, owned by the George Historical Society and located in Smith, Maine is requesting support to: repair a roof, insulate the entry and upgrade wall insulation." (60 words maximum).

The City of Portland Historic Preservation Program is requesting a grant to aid in covering the costs of sending the Historic Preservation Program Manager and Associate Preservation Planner to attend the biannual National Alliance of Preservation Commissions (NAPC) Conference, Forum, which is being held in Minneapolis from July 22-26, 2026.

- 2) Is the subject property listed in the National Register of Historic Places? ☐ Yes ☐ No **Not Applicable**
- 3) Is this a continuing project that the Commission has previously funded? ☐ Yes ☒ No

Is this a multi-phased project? If so, please describe where the grant funded work fits into the overall project and timeline. **Not Applicable**

4) Subject of the Project:

A. Describe the subject of the project? (i.e "historic neighborhood" or "historical museum" or "archaeological site"). **Not Applicable**

B. Does the project reflect the funding priorities in Chapter 2 of the Grant Manual? Be specific and cite the applicable priority and explain how the project reflects the funding priority.

Yes. Funding this request will meet the planning funding priority of supporting preservation efforts by the City of Portland (Planning, B) by keeping the preservation staff up-to-date on new thinking and practice in the field.

C. For Survey projects only: estimate number of acres to be surveyed. **Not Applicable**

D. For Development projects only: Is there going to be any ground disturbance that will require archaeological testing? Have plans and specifications or site plans been completed for the project? Have they been reviewed by MHPC staff to determine if they meet the Secretary of the Interior's Standards for the Treatment of Historic Properties? **Not Applicable**

E. For Archaeological Survey and Testing projects only: What are the research goals? Utilizing limited testing, how is the project designed to collect sufficient information to identify a resource and to assess its eligibility for listing in the National Register of Historic Places? **Not Applicable**

F. For Archaeological Projects (Development or Stabilization) only: Provide a research design that includes an explicit statement of the problem to be addressed, a summary of previous research, and outline how this project fits into prior or ongoing historical or structural documentation or other treatments. Refer to Appendix H in the Grant Manual for additional guidance. **Not Applicable**

5) Methodology:

A. What is the project methodology. Describe the "how", the "why", the "when" and the "by whom" of the project. Be specific in terms of the timeline and sequence of activities to be undertaken. For archaeological projects, describe the amount and kinds of information required to address the documentation objectives and the methods to be used to find the information. Be specific regarding proposed field methods.

The Historic Preservation Program Manager will coordinate all logistics including conference registration, and hotel and travel registrations. Efforts will be made to minimize costs and keeping within budget by making arrangements as early as possible. The Program Manager and Associated Preservation Planner will

Historic Preservation Grant Application

also review and select from field studies or special sessions based on current and anticipated City projects to ensure that staff make the most of professional development and training opportunities.

B. Are any architects, consultants, contractors, archaeologists or tradespeople already under contract for this project? If so, were they competitively selected as part of a bidding or request for proposal process?

Not Applicable

C. Which of the Secretary of the Interior's Standards for the Treatment of Historic Properties apply to this project? (Choose all that apply; click on the highlighted text to view the standards.

- ☐ Standards for [Restoration](#) ☐ Standards for [Identification](#) (survey projects)
☐ Standards for [Preservation](#) ☐ Standards for [Preservation Planning](#)
☐ Standards for [Archaeology Documentation](#)

Not Applicable

6) Products and Deliverables

Describe what the project will accomplish. Be specific and provide details. What will be the product of the project? (i.e "preservation plan" or "repaired siding" or "archaeological survey report"). Will the products be publicly available or visible?

This project will help support local historic preservation staff in keeping up-to-date on new thinking and practice in the field. There will be no specific or physical products or deliverables, but the public will benefit from continuing staff expertise and training in the field of historic preservation.

7) Public Benefit

Describe how the public will benefit from the project funded by this grant.

The public will benefit from this project by ensuring that City of Portland staff are keeping abreast of new developments and best practices within the field of Historic Preservation. An important function of the Historic Preservation Program is to serve as a resource of information and expertise to help those interested in historic preservation. Keeping up-to-date means providing the best support to the public, as well as ensuring that the Historic Preservation program can continue to make meaningful contributions to other city planning efforts.

8) Project Personnel:

Attach resumes and a description of professional expertise relative to the methodology of the project for all professionals known at the time of the application who would be conducting the project. Professionals must meet the minimum qualifications as set forth in Appendix B. Be aware that a competitive process must be used to select consultants/contractors for the project. Also attach resumes for all persons to be valued for match purposes at more than the federal minimum wage. **Not Applicable**

9) Estimated Project Schedule

Provide an estimated project schedule based on a May 31, 2027 completion date. Include time for contracting, procurement, project work, billing, and report preparation. All tasks, reporting and billing must be completed, including billing and reporting, by this date. No extensions will be given.

The conference will take place July 22-26, 2026. Staff would aim to make travel and hotel arrangements as soon as possible after awarding of funds to ensure reasonable prices. Otherwise, all expenses and reimbursements should be complete by the end of August, 2026.

10) Administration (please provide resumes if available)

a. Name and contact information of the grant administrator. **Evan Schueckler (evans@portlandmaing.gov)**

b. Name and contact information of the project manager. **Evan Schueckler** (evans@portlandmaine.gov)

c. Name and contact information of person in charge of financial management? **Evan Schueckler** (evans@portlandmaine.gov)

d. Please list up to five prior grant projects administered by this organization and address the following questions for each project: 1. Was it completed on schedule? 2. Was it completed within the approved budget? 3. Provide a reference with email or phone number.

2024 CLG Grant for staff support, completed on schedule within approved budget. Contact Megan Cindrich, Principal Administrative Officer, Planning and Urban Development, mcindrich@portlandmaine.gov

2023 CLG Grant to host NAPC Commission Assistance & Mentorship Program (CAMP) Training, completed on schedule within approved budget. Contact Megan Cindrich, Principal Administrative Officer, Planning and Urban Development, mcindrich@portlandmaine.gov

2023 CLG Grant to digitize historic designation survey records, completed on schedule within approved budget. Contact Megan Cindrich, Principal Administrative Officer, Planning and Urban Development, mcindrich@portlandmaine.gov

2023 CLG Grant to send local historic preservation staff to attend the National Trust for Historic Preservation Conference, completed on schedule within approved budget. Contact Megan Cindrich, Principal Administrative Officer, Planning and Urban Development, mcindrich@portlandmaine.gov

2022 CLG Grant to purchase materials and complete drawings to support the restoration of the Lincoln Park Fence along Pear Street, completed on schedule within approved budget. Contact Ethan Hipple, Director of Parks and Recreation, ehipple@portlandmaine.gov

11) Availability of Match:

Do you already have all the required match for this project?

☒ Yes

☐ No

If the answer is "no" what percentage of the match is already in hand?

%

Please describe how any remaining match will be raised.

Not Applicable

12) Budget:

Describe what steps you have taken to determine the project budget and ensure its accuracy. See Chapter 8 in the Grant Manual for more information.

Staff looked to registration costs from prior years. Staff checked flight and hotel costs at the time of preparing the application. Per-diems are based on GSA information for Minneapolis, MN.

APPLICATION FORM

Historic Preservation Grants

V. BUDGET AND FUNDING

Estimated Project Budget:

Grant Request: \$3783

Total Project Cost: \$5044

In the table below provide an estimated budget for the project. The budget should include each major work element for the entire project or project phase. Item elements may include personnel, supplies, equipment, travel, printing, administration, support services, donated labor, indirect costs (if applicable), etc. Use separate lines for materials and labor. If the budget includes "contractual services," indicate what the contract will be for in the notes. The estimated budget must be detailed. Each individual involved must be listed by name and function, with hourly rate and total salary. Indicate if the service/action/item is based on an estimate. Add additional rows as necessary. See sample budget in grant manual.

A Service/Action/Item	B By Whom	C Hours or quantity	D Cost per	E Total Cost (C X D)	Notes
Conference Registration	Historic Preservation Program Manager	2	\$400	\$800	May be lower with earlier registration. Registration costs have not been released.
Conference Tours	Historic Preservation Program Manager	4	\$100	\$400	Schedule has not yet been released. This is an assumed cost for a special tour based on past experience.
Airfare & Travel	Historic Preservation Program Manager	2	\$600	\$1200	Based on quick flight search
Hotel Accommodations	Historic Preservation Program Manager	8	\$250	\$2000	Based on a survey of available hotels near the conference venue
Full-Day Per Diem	Historic Preservation Program Manager	4	\$92	\$368	Based on GSA Per-Diem for Minneapolis, MN
First & Last Day Per Diem	Historic Preservation Program Manager	4	\$69	\$276	Based on GSA Per-Diem for Minneapolis, MN
TOTAL				\$5044	

APPLICATION FORM

Historic Preservation Grants

PROJECT FUNDING

In the table below indicate how the project will be paid for, including both non-federal match, the requested grant funds, and any additional funding. Match must be on a 75/25 basis to the grant request: if the project is estimated at \$20,000 then the grant request would be \$15,000.00 and the match would be at least \$5,000.00. Attach resumes for all persons to be valued for match purposes at more than the federal minimum wage. See sample project funding matrix in grant manual.

A. Service/Action/Item: copy this from the project budget. Items can be combined as needed.

B. Donor: list the names of funding sources for each budget item. For example: "Kennebec University".

b. Source: indicate where the funds are coming from (.e.g., "private donation", "capital funds"). The Commission will review source to ensure that it is eligible for non-federal match.

c. Kind: indicate the kind of funding. Choose from the following: grant, cash, cash match, in-kind, in-kind match, or indirect costs match. Please note that each kind of funding requires a separate breakout.

Service/Action/Item	Donor	Source	Kind (cash match, in-kind match, volunteer match, grant)	Amount	Notes
75% of cost of conference attendance		CLG Grant	Grant	\$3783	
25% of cost of conference attendance		City of Portland General Fund	Cash	\$1261	
TOTAL				\$5044	

MATCH SUMMARY

In-kind match \$
 Cash match **\$1261**
 Other match \$
 Total Match **\$1261**

OTHER FUNDING SOURCES

(List names and amounts)

Total Other Sources \$

APPLICATION FORM

Historic Preservation Grants

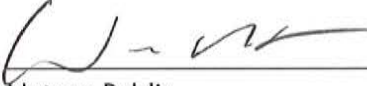
VI. CERTIFICATION

In making this application for Federal assistance under the provisions of the National Historic Preservation Act of 1966, I hereby acknowledge my familiarity with the requirements listed in the Maine Historic Preservation Commission Grants Manual. I agree that should I receive the Federal assistance herein requested, I will carry out the project according to Federal and State requirements. I certify that I am authorized to submit this application.

 10/3/2025
Signature Date

Danielle West, City Manager, City of Portland, Maine
Name & Title (Typed or Printed)
Applicant Organization

In Witness Whereof

 10/3/25
Notary Public Date

Cumberland County **WILLIAM PROUT**
County Notary Public, State of Maine
My Commission Expires 7/15/2027

Reminder: The signed federal Assurances – Non-construction 424B and Construction Programs 424-D forms must accompany this application when it is e-mailed to the Commission.

CERTIFICATION (if principal personnel are not yet selected [i.e., consultants]):

This is to certify that the applicant understands that, if funded, this project will be directed by personnel meeting the minimum professional credentials for the relevant disciplines stipulated in 36 CFR Part 61.

 10/3/25
Signature Date

APPLICATION CHECKLIST

Historic Preservation Grants

APPLICANT MUST INITIAL EACH BULLET POINT TO ACKNOWLEDGE THAT THEY HAVE READ THESE INSTRUCTIONS OR REMINDERS. RETURN THIS PAGE WITH THE APPLICATION.

1. Project expenses incurred before the execution of a contract between the Applicant and the State are not reimbursable and cannot be used for match. ERS (initials)
2. Consultants or contractors cannot be hired before the grant has been awarded. Once the grant has been awarded by the Commission, the procurement of services form must be filled out for any consultant or contractor. This form requires that three consultants or contractors are invited to submit proposals for a project. If only one party responds, the Applicant must show that they contacted at least two other parties. ERS (initials)
3. All project expenses must be thoroughly accounted for in the application. For example, you must break down the cost estimate into pay per hour for each party involved and outline exactly what tasks they will be doing. If estimates are available from contractors, include copies with the application. Please include administrative time in the grant application. ERS (initials)
4. Check the math. The 1/1 federal/local match must be correct on the applications. For a \$20,000 project, a request for \$15,000 federal share requires a minimum of \$5,000 in local match. ERS (initials)
5. Regarding local match, CDBG funds are the only federal funds which may be used in combination with HPF funds. ERS (initials)
6. Has the applicant signed all signature lines on the grant applications? ERS (initials)
7. The applicant must designate one person to be the point of contact with our office. We require that grant products be sent directly to us from the local point of contact, not from the consultants who prepared them. ERS (initials)
8. If applicable, has the town's historic preservation commission been consulted regarding this grant application?
Yes ☐ No ☒ ERS (initials)
9. Publicity. There is a special paragraph which MUST be used in all authorized publications and other forms of publicity connected with projects that receive federal grants. The paragraph begins: "This publication has been financed in part with Federal funds from the National Park Service...." ERS (initials)
10. Grant Orientation Meeting. For certain grant projects, our office may require a meeting to confirm the budget and the timetable for completion, and discuss procurement requirements and reimbursement procedures. ERS (initials)

ASSURANCES – CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capabilities (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794) which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

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11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a and 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of

wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuming compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1966 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE City Manager
APPLICANT ORGANIZATION City of Portland, Maine	DATE SUBMITTED 10/3/2025

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NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

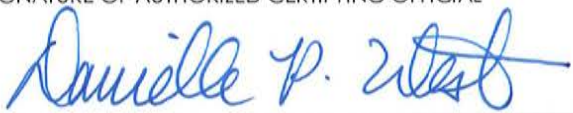
As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capabilities (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
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Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards
10. Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

11. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
12. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
13. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
14. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
15. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
16. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-554, as amended, 7 U.S.C. §§2132 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
17. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) Which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1966 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE City Manager
APPLICANT ORGANIZATION City of Portland, Maine	DATE SUBMITTED 10/3/2025

Standard Form 424B (Rev. 7-97) Back

The National Park Service's
State, Tribal, and Local Plans & Grants
Environmental Screening Worksheet

FOR DEVELOPMENT, PRE-DEVELOPMENT AND ARCHAEOLOGY PROJECTS ONLY

This worksheet should be completed as fully as possible and returned to the Maine Historic Preservation Commission. It will then be signed by the SHPO office funding the project work and forwarded to the National Park Service for final review. The Categorical Exclusion Form (if applicable) will be reviewed and signed by the National Park Service.

A. PROJECT INFORMATION

Project Name: Click here to enter text.

Project Address: Click here to enter text.

Project Originator/Coordinator: Click here to enter text.

Subgrantee/Owner: Click here to enter text.

National Register Status: Click here to enter text.

B. PROJECT DESCRIPTION/LOCATION

Describe the project Click here to enter text.

C. AREA OF POTENTIAL EFFECTS

Define your Area of Potential Effects. These are the geographic or spatial limits of the project impacts, including staging areas and adjacent properties that might be affected by a change in viewshed or project noise or vibration, for example. : Click here to enter text.

D. RESOURCE EFFECTS TO CONSIDER

Consider the context, duration and intensity of effects on resources.

Are any measurable impacts possible on the following physical, natural or cultural resources?

Yes? No? Data Needed to Determine?

- | | | | |
|--|------------------------------|-----------------------------|--------------------------------------|
| 1. Geological resources – soils, bedrock, streambeds, etc. | ☐ Yes | ☐ No | ☐ Data Needed |
| 2. Air quality | ☐ Yes | ☐ No | ☐ Data Needed |
| 3. Soundscapes | ☐ Yes | ☐ No | ☐ Data Needed |
| 4. Water quality or quantity | ☐ Yes | ☐ No | ☐ Data Needed |
| 5. Streamflow characteristics | ☐ Yes | ☐ No | ☐ Data Needed |
| 6. Marine or estuarine resources | ☐ Yes | ☐ No | ☐ Data Needed |
| 7. Floodplains or wetlands | ☐ Yes | ☐ No | ☐ Data Needed |
| 8. Land use, including occupancy, income, type of use | ☐ Yes | ☐ No | ☐ Data Needed |
| 9. Rare or unusual vegetation, old growth timber, riparian | ☐ Yes | ☐ No | ☐ Data Needed |

10. Species of special concern (plant/animal/state or Federal listed or proposed for listing) or habitat	☐ Yes	☐ No	☐ Data Needed
11. Unique ecosystems, biosphere reserves, World Heritage	☐ Yes	☐ No	☐ Data Needed
12. Unique or important wildlife or wildlife habitat	☐ Yes	☐ No	☐ Data Needed
13. Unique or important fish or fish habitat	☐ Yes	☐ No	☐ Data Needed
14. Introduction/promotion of non-native species	☐ Yes	☐ No	☐ Data Needed
15. Recreation resources, including supply, demand, visitation, activities, etc.	☐ Yes	☐ No	☐ Data Needed
16. Socioeconomics, including employment, occupation, income changes, tax base, infrastructure	☐ Yes	☐ No	☐ Data Needed
17. Minority and low-income populations, ethnography, size, migration patterns, etc.	☐ Yes	☐ No	☐ Data Needed
18. Energy resources	☐ Yes	☐ No	☐ Data Needed
19. Other agency, or tribal, land use plans or policies	☐ Yes	☐ No	☐ Data Needed
20. Resource, including energy, conservation potential	☐ Yes	☐ No	☐ Data Needed

E. MANDATORY CRITERIA: If implemented, would the proposal?

1. Have material adverse effects on public health or safety?	☐ Yes	☐ No	☐ Data Needed
2. Have adverse effects on such unique characteristics as historic or cultural resources; park, recreation, or refuge lands; wilderness areas; wild or scenic rivers; national natural landmarks; sole or principal drinking water aquifers; prime farmlands; wetlands; floodplains; or ecologically significant or critical areas, including those listed on the National Register or Natural Landmarks?	☐ Yes	☐ No	☐ Data Needed
3. Have highly controversial environmental effects?	☐ Yes	☐ No	☐ Data Needed
4. Have highly uncertain and potentially negative environmental effects or involve unique or unknown environmental risks?	☐ Yes	☐ No	☐ Data Needed
5. Establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects?	☐ Yes	☐ No	☐ Data Needed
6. Be directly related to other actions with individually insignificant, but cumulatively significant, environmental effects?	☐ Yes	☐ No	☐ Data Needed
7. Have adverse effects on properties listed or eligible for listing on the National Register of Historic Places?	☐ Yes	☐ No	☐ Data Needed
8. Have adverse effects on species listed or proposed to be listed on the List of Endangered or Threatened Species, or have adverse effects on designated Critical Habitat for these species?	☐ Yes	☐ No	☐ Data Needed

9. Violate a federal law, or a state, local, or tribal law or requirement imposed for the protection of the environment?

☐ Yes ☐ No ☐ Data Needed

10. Have a disproportionate, significant adverse effect on low income or minority populations (EO 12898)?

☐ Yes ☐ No ☐ Data Needed

11. Limit access to and ceremonial use of Indian sacred sites by Indian religious practitioners or adversely affect the physical integrity of such sacred sites (EO 130007)?

☐ Yes ☐ No ☐ Data Needed

12. Contribute to the introduction, continued existence, or spread of federally listed noxious weeds (Federal Noxious Weed Control Act). Contribute to the introduction, continued existence, or spread of non-native invasive species or actions that may promote the introduction, growth or expansion of the range of nonnative invasive species (EO 13112)?

☐ Yes ☐ No ☐ Data Needed

*****If you check "YES" to any of the above listed criteria you cannot claim a CE and must complete either an EA or EIS for your project to proceed. Please answer the following question:**

F. SITE VISIT

Is the person preparing this form familiar with the site, and/or has a site visit been conducted?

☐ Yes ☐ No

DEFINITIONS

[CTRL-Click here to return to page 5](#)

Administrative: support for staff

Archaeological Site Protection and Stabilization projects that protect or stabilize an archaeological site listed in the National Register.

Archaeological Testing or Excavation. These are projects needed to carry out a treatment project or to mitigate the effects of treatment work, provided that the scope of the investigation is limited to the area affected, and the National Register eligibility of the HPF grant-assisted site is not destroyed. The archeological resources may be the primary focus for the development project, or they may be one component of a development project that focuses on a building, structure, or landscape.

Architectural Plans and Specifications/Bid Documents These were commonly referred to as blueprints in the past and they graphically and narratively describe the specific steps, methods, materials and treatments to be used in the physical alteration of a building, structure or landscape. Bid Documents refer to a final set of plans and specifications that are ready to be sent to contractors/consultants for project bidding. Architectural Plans and Specifications/Bid Documents must meet the Secretary of the Interior's Standards for the Treatment of Historic Properties and be prepared by a 36 CFR Part 61 qualified Historical Architect.

Building Condition Assessment (BCA) assesses a resource's current, existing conditions on a comprehensive basis. A condition assessment will prioritize the work necessary to rehabilitate, restore or preserve a property and may also include cost estimates and or a proposed budget. These reports include a discussion on building materials, failure of these materials, code violations and ADA accessibility. Condition assessments on buildings should be prepared by a 36 CFR Part 61 qualified Historical Architect and/or engineer.

Development projects are activities that physically preserve or restore historic properties or archeological sites, and may include exterior, interior, or historic landscape work, as well as limited updating of HVAC systems. *The Secretary of the Interior's Standards for the Treatment of Historic Properties* define appropriate preservation and restoration treatments for historic properties.

Historic Structure Report (HSR) A historic structure report provides documentary, graphic, and physical information about a property's history and existing condition. Broadly recognized as an effective part of preservation planning, a historic structure report also addresses management or owner goals for the use or re-use of the property. It provides a thoughtfully considered argument for selecting the most appropriate approach to treatment, prior to the commencement of work, and outlines a scope of recommended work. The report serves as an important guide for all changes made to a historic property during a project-repair, rehabilitation, or restoration-and can also provide information for maintenance procedures. Finally, it records the findings of research and investigation, as well as the processes of physical work, for future researchers. A HSR is much more extensive than a Building Condition Assessment (BCA), although its scope may contain a BCA among other subjects. HSRs should be prepared by a 36 CFR Part 61 qualified Historical Architect or engineer or both, often with the assistance of architectural or landscape historians.

National Register *National Register Listing* projects are those that lead to the preparation of nominations to the National Register of Historic Places.

Public Education: projects include, but are not limited to:

1. Activities to increase overall public awareness of technical preservation methods and techniques having application to historic properties
2. Dissemination of information to promote working relationships with the public and private sectors to achieve HPF objectives;
3. Explanation of historic preservation planning and/or the goals of the State Plan to State and local governments and to public or private audiences throughout the State; and

4. Dissemination of the results of grant-funded work, including explanation of accomplishments, problems, and issues directly related to grant-assisted activities to the State preservation constituency.

Planning: undertaking planning studies, historic contexts, ordinance or regulation development or guidelines that support local planning goals.

Predevelopment projects usually fall into four categories: building condition assessment, historic structure report, plans and specifications/bid document, or archaeological stabilization plans. Two or more of these may be required before a development project can be funded.

Preservation. "Preservation" as defined by the *Secretary of the Interior's Standards* is the act or process of applying measures necessary to sustain the existing form, integrity, and materials of an historic property.

Restoration. "Restoration" as defined by the *Secretary of the Interior's Standards* is the act or process of accurately depicting the form, features, and character of a property as it appeared at a particular period of time by means of the removal of features from other periods in its history and reconstruction of missing features from the restoration period.

Secretary of the Interior's Standards. "Secretary of the Interior's Standards" shall mean *The Secretary of the Interior's Standards for the Treatment of Historic Properties* 1995, 36 CFR Part 68, or the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation, 1983, 48 CFR 44716 and the specific standards and guidelines for Preservation Planning, Identification, Evaluation, Registration, and Documentation (historical, architectural and engineering, archaeological) that it encompasses.

Survey and Identification projects inventory either above ground resources such as buildings or below ground resources such as archaeological sites.

[CTRL-Click here to return to page 5](#)

MEMORANDUM
City Council Agenda Item

FROM: Kevin Kraft, Director

DATE: January 27, 2026

SUBJECT: Order 129-25/26 Approving the Service Contract Between the Maine Historic Preservation Commission and the City of Portland and Accepting and Appropriating a Pass-Through Grant in the Amount of \$13,257 - Sponsored by Danielle 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

Final Action

Can action be taken at a later date: No

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

PRESENTATION: The Director of Planning and Urban Development and the Historic Preservation Program Manager will be present to provide information or answer questions as needed.

I. SUMMARY

The City of Portland was awarded this Certified Local Government (CLG) grant by the Maine Historic Preservation Commission (MHPC).

II. AGENDA DESCRIPTION

On October 30, 2025, the City of Portland was awarded a \$13,257 grant award from the Maine Historic Preservation Commission (MHPC), which will be administered as a pass-through grant to the Maine Charitable Mechanic Association for the replacement of the Casco Street bulkhead at Mechanics' Hall. The Maine Charitable Mechanic Association will provide \$10,000 in matching funds. As a pass-through grant, the City will not contribute funds to this project.

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

III. BACKGROUND

As a CLG since 2004, the City of Portland may submit CLG grant applications to the MHPC. This pool of grant funding is limited to Maine's eleven CLGs and requires only a 25% match. CLG grants are funded through the Federal Historic Preservation Fund. Previous CLG grants awarded to the city have supported the Historic Preservation Program Manager position, supported restoration of the Lincoln Park Fence, and been utilized as pass-through grants to support preservation efforts by local non-profits such as the Committee to Restore the Abyssinian Church, the Tate House Museum, and Mechanics Hall.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The intended outcome of this grant is that Mechanics' Hall will be able to complete replacement of a failed sidewalk bulkhead along Casco Street. This pass-through project will support this nonprofit in maintaining and improving its historically and architecturally significant buildings.

V. FINANCIAL IMPACT

There is no commitment of any funds by the City for this pass-through grant.

VI. STAFF ANALYSIS AND BACKGROUND

Staff support acceptance of the grant as it will support a nonprofit in the City in maintaining its historically designated Landmark buildings. The Maine Charitable Mechanic Association is a 501(c)3 non-profit originally established in 1815 as a member-supported cultural/professional hub and library. Mechanics' stewards their historic Hall which was purpose-built for the association, completed in 1859, and is a locally-designated Landmark. The building is used as a community-centered cultural venue offering public programs, affordable access for local artists and non-profits, and free or low-cost events focusing on historic preservation, accessibility, and civic engagement. The Hall hosts over 150 arts, cultural, and literary events each year, welcoming over 12,000 visitors annually.
<https://mechanicshallmaine.org/>

VII. RECOMMENDATION

Staff recommend that the City Council accept the three grants awarded by MHPC.

VIII. LIST ATTACHMENTS

1. Order - Approving CLG Grant for Mechanics Hall
2. Service Contract re Mechanic's Hall CLG Grant_FINAL 011226
3. CLG Grant Cover Letter - Mechanics' Hall
4. CLG Grant Application - Mechanics' Hall

Prepared by:

Kevin Kraft, Director

Date: 01/27/2026

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 THE SERVICE CONTRACT BETWEEN THE MAINE
HISTORIC PRESERVATION COMMISSION AND THE CITY OF PORTLAND AND
ACCEPTING AND APPROPRIATING A PASS-THROUGH GRANT IN THE AMOUNT
OF \$13,257 TO THE MAINE CHARITABLE MECHANIC ASSOCIATION**

ORDERED, that a \$13,257 grant from the Maine Historic Preservation Commission is hereby accepted and that amount appropriated for a subgrant for the Maine Charitable Mechanic Association for the replacement of the Casco Street bulkhead at Mechanic's Hall

BE IT FURTHER ORDERED, that the attached Service Contract between the Maine Historic Preservation Commission and the City of Portland to provide a \$13,257 pass-through grant to the Maine Charitable Mechanic Association is hereby approved in substantially the form attached hereto; and

BE IT FURTHER ORDERED, that the City Manager or designee is hereby authorized to execute the Service Contract and whatever documents are necessary or convenient to effect the intent and purpose of this order.

EXHIBIT B - SERVICE CONTRACT



SERVICE CONTRACT

DATE: 11/12/2025	CONTRACT AMOUNT: \$13,257.00
ADVANTAGE CONTRACT #: 20251117000000001181	
DEPARTMENT AGREEMENT #: ME-25-10012	
START DATE: 11/12/2025	END DATE: 3/15/2027

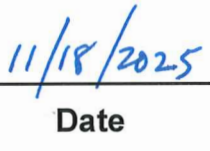
This Contract is between the following State of Maine Department and Provider:

STATE OF MAINE DEPARTMENT		
DEPARTMENT NAME: Maine Historic Preservation Commission		
ADDRESS: 10 Water Street, 65 SHS		
CITY: Hallowell	STATE: Maine	ZIP CODE: 04347
PROVIDER		
PROVIDER NAME: City of Portland		
ADDRESS: 389 Congress Street		
CITY: Portland	STATE: ME	ZIP CODE: 04101
PROVIDER'S VENDOR CUSTOMER #: VC0000259476		

Each signatory below represents that the person has the requisite authority to enter into this Contract.

Department Representative:

Provider Representative:

 
BY: Kirk F. Mohnhey, Director Date

BY: Name and Title Date

The contract is fully executed when all parties sign and funds have been encumbered. Upon final approval by the Office of State Procurement Services, a case details page will be made part of this contract.

DEPARTMENT AND PROVIDER POINT OF CONTACT

CONTRACT ADMINISTRATOR: The following person is designated as the Contract Administrator on behalf of the Department for this Contract. All financial reports, invoices, correspondence and related submissions from the Provider as outlined in Rider A, Reports, shall be submitted to:

NAME: Kirk Mohney		
EMAIL: kirk.mohney@maine.gov	TELEPHONE: 207-287-3811	
ADDRESS: 10 Water Street, 65 SHS		
CITY: Hallowell	STATE: Maine	ZIP CODE: 04347

PROGRAM ADMINISTRATOR: (Program Administrator section is optional.)

The following person is designated as the Program Administrator. This person will be able to respond to routine questions pertaining to the Contract; they will not be able to alter the scope of the Contract.

NAME:		
EMAIL:	TELEPHONE:	
ADDRESS:		
CITY:	STATE:	ZIP CODE:

PROVIDER CONTACT: The following person is designated as the Contact Person on behalf of the Provider for this Contract. All contractual correspondence from the Department shall be submitted to:

NAME:		
EMAIL:	TELEPHONE:	
ADDRESS:		
CITY:	STATE:	ZIP CODE:

TABLE OF RIDERS

The following riders are hereby incorporated into this Contract and made part of it by reference. *(Riders A, B, and G are required. Check all others that apply.)*

☒	Funding Rider
☒	Rider A – Scope of Work
☒	Rider B – Terms and Conditions
☒	Rider C - Exceptions
☒	Rider D – Included at Department’s Discretion
☒	Rider E – Included at Department’s Discretion
☒	Rider F – Included at Department’s Discretion
☒	Rider G – Identification of Country in Which Contracted Work will be Performed
☐	Business Associate Agreement – Included at Department’s Discretion
☐	Other – Included at Department’s Discretion

FUNDING RIDER

Internal Purposes Only

CODING: (Departments - Attach separate sheet as needed for additional coding.)

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	APPR FUNDING	FISCAL YEAR
\$13,257.00	013	94P	1655	26	6401	1655G	F2025		

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	APPR FUNDING	FISCAL YEAR
\$									

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	APPR FUNDING	FISCAL YEAR
\$									

FUNDING TOTAL: \$

The sources of funds and compliance requirements for this Contract follow:

State General Fund	\$
Dedicated/Special Revenue	\$
Federal Funds	\$ 13,257.00

RIDER A: SCOPE OF WORK

TABLE OF CONTENTS

- I. Acronyms
- II. Introduction/Overview
- III. Deliverables
- IV. Performance Measures
- V. Reports

I. ACRONYMS/DEFINITIONS:

The following terms and acronyms shall have the meaning indicated below as referenced in this Contract:

COMMONLY KNOWN ACRONYMS AND DEPARTMENT ABBREVIATIONS	
BAA	Business Associate Agreement
Contract	Formal and legal binding agreement
Department	State of Maine Department Entering into this Contract
Provider	Organization providing services under this Contract
State	State of Maine

II. INTRODUCTION/OVERVIEW:

The purpose of this Contract is to provide funding for Mechanics Hall to replace a failing sidewalk bulkhead on Casco Street, which poses a public safety hazard and allows water to leak into the basement, threatening the historic foundation. The corroded steel frame and deformed door require full replacement with proper structural support to prevent further damage and maintain critical basement access for future infrastructure repairs.

The funding for this grant originates in the Historic Preservation Fund (HPF), a National Park Service, Department of the Interior grant-in-aid, and is awarded to non-profit entities or units of government through a competitive process.

The Department will pay the Provider as follows:

On a reimbursement basis up to the contract amount with documentation of allowable expenditures made and sufficient Provider match amount per reimbursement request. Payments are subject to the Provider's compliance with all items set forth in this Agreement and subject to the availability of funds. The Department will process approved payments within 30 days. See Rider F for additional payment details.

The Provider shall undertake this project in accordance with the Provider's 2025 Historic Preservation Grant Application as submitted to the Commission.

SCOPE OF WORK

The Provider shall administer the Mechanics Hall Bulkhead Replacement project as described in provider's 2025 CLG grant application.

In addition, the Applicant agrees to:

1. Sign a Stewardship Agreement with the Commission for a period of 5 (five) years beginning 5/30/2032 and update the Character Defining Features Photographic Schedule;
2. Complete and submit interim reports and the final report as per the timetable below; and
3. Understand that the stipulated scope of work and products can only be changed by means of prior written approval by the Commission.

I. DELIVERABLES:

The Provider shall perform all services and maintain all standards and requirements for services provided under this Contract in accordance with the below:

1. Interim Reports;
2. Completed final report for the grant;
3. Copies of announcement of grant award and any publicity surrounding the awarding of this grant;
1. Signed Stewardship Agreement and updated Character Defining Features Photographic Schedule;
2. Index to Deliverables (See Rider E); and
3. Photographs as jpgs (if applicable) and completed NPS Photo-Release-Form 09-12-2008.pdf for any person depicted in the photographs.

II. PERFORMANCE MEASURES: **N/A**

III. REPORTS: remove this section if not applicable to this Contract.

A. Required Reports

The Provider shall track and record all data/information necessary to complete the reports listed in the table below:

	Name of Report	Description or Appendix #:
1.	Interim Reports	Click or tap here to enter text.
2.	Final Report	Reporting form provided

B. Reporting Schedule for Above Listed Required Reports

The Provider shall submit all of the reports listed in the table below to the Department in accordance with the deadlines established within the table:

	Name of Report:	Period Captured by Report:	Due Date and/or Frequency:
1.	First Interim Report	Quarterly	January 15, 2026
2.	Second Interim Report	Quarterly	April 15, 2026
3.	Third Interim Report	Quarterly	July 15, 2026
4.	Fouth Interim Report	Quarterly	October 15, 2026
5.	Fifth Interim Report	Quarterly	January 15, 2027
6.			
7.	Final Report	Grant Period	March 15, 2027

The Interim Reporting schedule can be changed only by prior written approval by the Commission. Interim reporting forms will be provided to grant recipients for their use.

The Provider understands that the reports are due within the timeframes established and that the Department will not make subsequent payment installments under this Contract until such reports are received, reviewed and accepted.

The Provider further agrees to submit such other data and reports as may be requested by the Agreement Administrator. The Provider shall submit all data and reports to the Agreement Administrator listed in section "DEPARTMENT AND PROVIDER POINTS OF CONTACT" of this Agreement.

RIDER B: TERMS AND CONDITIONS

1. **INVOICES AND PAYMENT.** Department will pay the Provider as follows: Payment terms are net 30 days from the date the State receives an error-free invoice with all necessary and complete supporting documents.

All invoices must include the following:
 - A. Advantage Contract numbers for this contract.
 - B. Vendor Code number assigned when registering as a vendor with the State of Maine. This number appears on all Contracts and Purchase Orders and can be acquired from the agency contact.
 - C. Itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State.
 - D. In cases where hourly rates of contracted resources are concerned, invoices must contain a copy or copies of time sheets associated with that invoice. Time sheets will need to be reviewed and approved by the State's contract administrator.
2. **BENEFITS AND DEDUCTIONS.** If the Provider is an individual, the Provider understands and agrees that they are an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for their Income Tax records.
3. **INDEPENDENT CAPACITY.** In the performance of this Contract, the parties hereto agree that the Provider, and any agents and employees of the Provider, shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.

4. **DEPARTMENT'S REPRESENTATIVE**. The Contract Administrator shall be the Department's representative during the period of this Contract. The Contract Administrator has authority to curtail services if necessary to ensure proper execution. They shall certify to the Department when payments under the Contract are due and the amounts to be paid. They shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.
5. **CHANGES IN THE WORK**. The Department may order changes in the work, the Contract Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Procurement Review Committee. Said amendment must be effective prior to the execution of the changed work.

6. **SUB-CONTRACTORS**. The Provider may not enter into any subcontract for the work to be performed under this Contract without the express written consent of the Department. This provision shall not apply to contracts of employment between the Provider and its employees.

The Provider is solely responsible for the performance of work under this Contract. The approval of the Department for the Provider to subcontract for work under this Contract shall not relieve the Provider in any way of its responsibility for performance of the work.

All Subcontractors shall be bound by the terms and conditions set forth in this Contract. The Provider shall give the State immediate notice in writing of any legal action or suit filed, and prompt notice of any claim made against the Provider by any Subcontractor, which may result in litigation related in any way to this Contract, or which may affect the performance of duties under this Contract.

7. **SUBLETTING, ASSIGNMENT OR TRANSFER**. The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without the written request and written approval from the Department. Such approval shall not in any case relieve the Provider of its responsibility for performance of work or liability under this Contract.

8. **EQUAL EMPLOYMENT OPPORTUNITY**. During the performance of this Contract, the Provider certifies as follows:

- A. The Provider shall not discriminate against any employee or applicant for employment relating to this Contract because of race, color, religious creed, sex, national origin, familial status, ancestry, age, physical or mental disability, sexual orientation, or gender identity, unless related to a bona fide occupational qualification.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

- B. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Contract, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, familial status, ancestry, age, physical or mental disability, sexual orientation, or gender identity.

- C. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining Contract, or other Contract or understanding, whereby it is furnished with labor for the performance of this Contract a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- D. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine

Human Rights Commission, EEOC, Office of Civil Rights, etc.) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.

- E. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.
- F. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each Subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

- 9. CONFLICT OF INTEREST.** The Provider warrants that no State employee has or will receive any direct or indirect pecuniary interest in or receive or be eligible to receive, directly or indirectly, any benefit that may arise from this Contract, for any employee who participated in any way in the solicitation, award or administration of this Contract according to [Title 5 MRS §18-A, \(2\)](#) and in harmony with [Title 17 MRS §3104](#). Any contract made in violation of these sections is void.

The Provider certifies that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of its services hereunder. The Provider further certifies that in the performance of this Contract, no person having any such known interests shall be employed.

- 10. EMPLOYMENT AND PERSONNEL.** The Provider shall not engage on a full-time, part-time or other basis during the period of this Contract, any executive employee who participated in any way in the solicitation, award or administration of this Contract according to [Title 5 MRS §18-A, \(2\)](#) and in harmony with [Title 17 MRS §3104](#). Any contract made in violation of these sections is void.

- 11. NON-COLLUSION.** The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Contract and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award of this Contract.

And, the Provider has not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services, and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

For breach or violation of this provision, the Department shall have the right to terminate this Contract without liability or, at its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

- 12. ACCESS TO RECORDS.** As a condition of accepting a Contract for services under this section, a Provider must agree to treat all records, other than proprietary information, relating to personal

services work performed under the Contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the Department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the Provider and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the Contract and information concerning employee and Contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Contract and make such materials available at its offices at all reasonable times during the period of this Contract and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.

- 13. TERMINATION.** The performance of work under this Contract may be terminated by the Department whenever for any reason the Contract Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be affected by the delivery to the Provider of a Notice of Termination specifying the date on which such termination becomes effective.

Either party may terminate this Contract for cause by providing a written notice of termination stating the reason for the termination a minimum of thirty (30) calendar day ahead of the effective date of the termination. As part of the thirty (30) calendar days written notice of termination, the defaulting party shall have fifteen (15) calendar days to cure the default. If the default is of such a nature that it cannot be cured within fifteen (15) calendar days, the defaulting party shall have such additional time, as the parties may agree to, to cure the default, provided the defaulting party has taken steps to cure the default within the initial fifteen (15) calendar days.

Upon termination, the Department shall pay the Provider for work performed by the Provider prior to the date of Notice of Termination.

- 14. GOVERNMENTAL REQUIREMENTS.** The Provider warrants and represents that it will comply with all applicable governmental ordinances, laws and regulations.

- 15. GOVERNING LAW.** This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought in the State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

- 16. STATE HELD HARMLESS.** The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all third party claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.

17. NOTICE OF CLAIMS. The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to this Contract or which may affect the performance of duties under this Contract, and prompt notice of any claim made against the Provider by any Subcontractor which may result in litigation related in any way to this Contract or which may affect the performance of duties under this Contract.

18. APPROVAL. This Contract must be approved by the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.

19. INSURANCE REQUIREMENT. The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Contract with adequate liability coverage to protect itself and the Department from suits. Providers insured through a “risk retention group” insurer prior to July 1, 1991, may continue under that arrangement. Prior to or upon execution of this Contract, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.

- A. Other Provisions - Unless explicitly waived by the Department, the insurance policies shall contain, or be endorsed to contain, the following provisions:
 - i. The Provider’s insurance coverage shall be the primary and non-contributory. Any insurance or self-insurance maintained by the Department for its officers, agents, and employees shall be in excess of the Provider’s insurance and shall not contribute to it.
 - ii. The Provider’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.
 - iii. The Provider shall furnish the Department with certificates of insurance, and with those endorsements, if any, affecting coverage, required by these Insurance Requirements. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Department before this Contract commences. The Department reserves the right to require complete, certified copies of all required insurance policies at any time.
 - iv. All policies should contain a revised cancellation clause allowing thirty (30) days notice to the Department in the event of cancellation for any reason, including nonpayment.
 - v. The Department will not grant the Provider, or any sub-contractor of the Provider, “Additional Insured” status and the Department will not grant any Provider a “Waiver of Subrogation”.

20. NON-APPROPRIATION. Notwithstanding any other provision of this Contract, if the State does not receive sufficient State, Federal, or other sources of funds to fund this Contract and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from State or Federal legislative, executive or judicial bodies, then the State is not obligated to make payment under this Contract.

21. SEVERABILITY. The invalidity or unenforceability of any particular provision, or part thereof, of this Contract shall not affect the remainder of said provision or any other provisions, and this Contract shall be construed in all respects as if such invalid or unenforceable provision or part

thereof had been omitted.

22. ORDER OF PRECEDENCE. In the event of a conflict between the documents comprising this Contract, the Order of Precedence shall be:

- Rider C Exceptions
- Rider B Terms and Conditions
- Rider A Scope of Work
- Funding Rider
- Rider D Included at Department's Discretion
- Rider E Included at Department's Discretion
- Rider F Included at Department's Discretion
- Rider G Identification of Country in which contracted work will be performed
- Business Associate Agreement included at Department's Discretion
- Other Included at Department's Discretion

23. FORCE MAJEURE. The performance of an obligation by either party shall be excused in the event that performance of that obligation is prevented by an act of God, act of war, riot, fire, explosion, flood, pandemic or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party.

24. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Contract up to any amounts due and owing to the State with regard to this Contract, any other Contract with any State department or agency, including any Contract for a term commencing prior to the term of this Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

25. ENTIRE CONTRACT. This document contains the entire Contract of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Contract that any implied waiver occurred between the parties, which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Contract, or to exercise an option or election under the Contract, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Contract shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Contract or at law.

26. AMENDMENT. No changes, modifications, or amendments in the terms and conditions of this Contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Provider.

27. DEBARMENT AND PERFORMANCE CERTIFICATION. By signing this Contract, the Provider certifies to the best of Provider's knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Contract:

- A. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
- B. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
 - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
 - ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 - iv. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.

28. STATE PROPERTY. The Provider shall be responsible for the proper custody, care and return of any Department or State-owned property furnished or state-funded for the Provider's use in connection with the performance of this Contract, and the Provider will reimburse the Department for its loss or damage, normal wear and tear excepted.

29. CYBERSECURITY AND PROHIBITED TECHNOLOGIES. Through the execution of this contract, the Provider certifies that the aforementioned organization, its principals and any subcontractors named in this Contract:

- A. is not a foreign adversary business entity, <https://www.maine.gov/oit/prohibited-technologies>, [Title 5 M.R.S. §2021 \(3\)](#); and
- B. is not on the list of prohibited companies or does not obtain or purchase any information or communications technology or services included on the list of prohibited information and communications technology and services <https://www.maine.gov/oit/prohibited-technologies>, [Title 5 M.R.S. §2030-B](#).

Contracts entered into by a state agency in violation of Title 5 M.R.S. §2030-B are void. A person who executes this contract in violation of this section commits a civil violation for which a fine may be adjudged in an amount that is twice the amount of this contract or \$250,000, whichever is greater, (Title 5 M.R.S., §2030-A).

30. CONFIDENTIALITY.

- A. Subject to the Maine Freedom of Access Act (FOAA), [Title 1 M.R.S. §400](#) et seq., "confidential information" means non-public information designated as protected from disclosure under state or federal law. Confidential information given to the Provider by the Department, or acquired by the Provider on behalf of the Department, whether in verbal,

written, electronic, or any other format, shall be subject to the requirements herein. The term “confidential information” does not include any information or documentation that is subject to disclosure under FOAA.

- B. In conformance with applicable Federal and State statutes, regulations, and ethical standards, the Provider and the Department shall take all necessary steps to protect confidential information regarding all persons served by the Department, including the proper care, custody, use, and preservation of records, papers, files, communications, and any such items that may reveal confidential information about persons served by the Department, or whose information is utilized in order to accomplish the purposes of this Contract.
 - C. In the event of a breach of this confidentiality provision, the Provider shall notify the Contract Administrator immediately.
 - D. The Provider shall comply with the [Maine Public Law, Title 10, Chapter 210-B \(Notice of Risk to Personal Data Act\)](#).
31. **TARIFFS**. Any price increases implemented by the provider due to the imposition of tariffs shall remain in effect only for the duration that such tariffs are in place. In the event of the repeal or reduction of any applicable tariff(s), the provider shall immediately return to the original price list or make a proportional reduction in the price to reflect the decrease in tariff(s). Price adjustments under this clause shall be made in good faith and without undue delay upon confirmation via documents reflecting tariff changes.

RIDER C: EXCEPTIONS

Enter the exceptions here, if applicable. If not applicable, delete this page or enter "N/A" and make sure Rider C is not checked in the Table of Riders section.

1. Add the following language to the end of Section 13 "TERMINATION" of Rider B:

"The Provider may terminate this Agreement, in whole or in part, for good cause, including but not limited to, loss of personnel or funding to provide the services hereunder, upon no less than thirty (30) days prior written notice to the Department."

2. Insert the following language after the last sentence of Section 16 "STATE HELD HARMLESS" of Rider B:

"The Provider's obligations under this Agreement are subject to and limited by the defenses, immunities, and limitations of liability available to the Provider under the Maine Tort Claims Act, 14 M.R.S.A. §8101 et seq. and other applicable law."

3. Add the following to Section 19 "INSURANCE REQUIREMENT" in Rider B:

"The Provider is insured for general liability pursuant to the Maine Tort Claims Act through MMA's risk pool, and upon request, will provide the Department with a Certificate of Membership demonstrating proof of coverage, which shall satisfy the requirements of this Section."

4. #11 of the Section titled "PROGRAM SPECIFIC REQUIREMENTS" in Rider D does not apply to this Agreement.
5. Contingency amounts are non-allowable expenses and that line item has been removed from the budget.
6. Subrecipient must obtain plans and specifications from a licensed engineer for any needed structural upgrades to the bulkhead.

RIDER D

SPECIFICATIONS OF WORK TO BE PERFORMED and COMPLIANCE INFORMATION

In addition to what is noted on the cover page of this contract, the Maine Historic Preservation Commission is also hereby referred to as the "Commission" or the "Grantee" and the Provider is also hereby referred to as the "Recipient" or "Subrecipient". The Commission and the Provider mutually agree as follows:

The Provider has been awarded a U.S. Department of the Interior Historic Preservation Fund (HPF) grant-in-aid in an amount not to exceed the dollar value shown on the cover page of this contract, for the purpose of sub-granting financial support to the Maine Charitable Mechanics Association to replace a failing sidewalk bulkhead in accordance with the scope of work and timetable provided with this contract. These federal funds must be matched by a minimum of \$10,000.00.

This grant award is made pursuant to, and recipients must adhere to the Department of the Interior Standard Terms and Conditions located at <https://www.doi.gov/grants/doi-standard-terms-and-conditions>.

ARTICLES

1. Department of the Interior Standard Terms and Conditions 2 CFR 200, 2 CFR 1402

Recipients must comply with all applicable federal statutes, regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars. Any inconsistency or conflict in Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this Award will be resolved according to the following order of precedence: federal laws, Executive Orders, federal regulations, applicable notices published in the Federal Register, OMB circulars, Treasury's Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions. DOI terms and regulatory requirements are located at:

- <https://www.doi.gov/grants/doi-standard-terms-and-conditions>
- eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- eCFR :: 2 CFR Part 1402 -- Financial Assistance Interior Regulation, Supplementing the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

2. Responsibilities of the Parties

The Recipient agrees to:

- a. Carry out the Statement of Work in accordance with the terms and conditions stated herein. The recipient shall adhere to Federal, state, and local laws, regulations, and codes, as applicable.
- b. Perform work in accordance with the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation* in the assigned mandatory program areas as defined by the National Historic Preservation Act.
- c. Ensure subrecipients understand they are subject to the requirements of 2 CFR 200.1 "Subaward", 200.101 Applicability, and 200.331 Requirements for pass-through entities.
- d. Record their procurement of qualified consultants and contracts in accordance with 2 CFR 200.317.

3. Cost-Share Requirement

Non-Federal cost-share is required for costs incurred under this Agreement, as identified in the attached project budget.

4. Recipient Cost Share or Match.

Any non-Federal share, whether in cash or in-kind, is expected to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the Commission based on sufficient documentation demonstrating previously determined plans for or later commitment of cash or in-kind contributions. In any case, the Recipient must meet their cost share commitment over the life of the award.

5. Prior Approval

The Recipient shall obtain prior approval for budget and program revisions, in accordance with 2 CFR 200.308.

6. Modification, Remedies For Noncompliance Termination

- a. This Agreement may be modified at any time, prior to the expiration date, only by a written instrument executed by the Commission.
- b. Additional conditions may be imposed by Commission if it is determined that the Recipient is non-compliant to the terms and conditions of this agreement. Remedies for Noncompliance can be found in 2 CFR 200.339.
- c. This Agreement may be terminated consistent with applicable termination provisions for Agreements found in 2 CFR 200.340 through 200.343.

7. Ensuring The Future Is Made In All Of America By All Of America's Workers Per E.O. 14005 (Dated January 25, 2021).

Per Executive Order 14005, entitled "Ensuring the Future is Made in All of America by All of America's Workers" the Recipient shall maximize the use of goods, products and materials produced in, and services offered in, the United States, and whenever possible, procure goods, products, materials, and services from sources that will help American businesses compete in strategic industries and help America's workers thrive.

8. Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. §794 (d))

While the requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), do not apply to financial assistance agreements, the NPS is subject to the Act's requirements that all documents posted on an NPS or NPS-hosted website comply with the accessibility standards of the Act. Accordingly, final deliverable reports prepared under this agreement and submitted in electronic format must be submitted in a format whereby NPS can easily meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. *NOTE: Interim progress reports and financial reports are not considered final deliverables and therefore the following requirements do not apply.*

All electronic documents prepared under this Agreement must meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. The Act requires that all electronic products prepared for the Federal Government be accessible to persons with disabilities, including those with vision, hearing, cognitive, and mobility impairments. View Section 508 of the Rehabilitation Act, Standards and Guidelines for detailed information (<https://www.access-board.gov/guidelines-andstandards/communications-and-it/about-the-ict-refresh/final-rule/text-of-the-standards-and-guidelines>).

The following summarizes some of the requirements for preparing NPS reports in conformance with Section 508 for eventual posting by NPS to an NPS-sponsored website. For specific detailed guidance and checklists for creating accessible digital content, please go to <https://section508.gov/create>. All accessible digital content must conform to the requirements and techniques of the Web Content Accessibility Guidelines (WCAG) 2.0 or later (<https://www.w3.org/WAI/standards-guidelines/wcag/>), Level AA Success Criteria.

a. Electronic documents with images

Provide a text equivalent for every non-text element (including photographs, charts and equations) in all publications prepared in electronic format. Use descriptions such as "alt" and "longdesc" for all non-text images or place them in element content. For all documents prepared, vendors must prepare one standard HTML format as described in this statement of work AND one text format that includes descriptions for all non-text images. "Text equivalent" means text sufficient to reasonably describe the image. Images that are merely decorative require only a very brief "text equivalent" description. However, images that convey information that is important to the content of the report require text sufficient to reasonably describe that image and its purpose within the context of the report.

b. Electronic documents with complex charts or data tables

When preparing tables that are heavily designed, prepare adequate alternate information so that assistive technologies can read them out. Identify row and column headers for data tables. Provide the information in a non-linear form. Markups will be used to associate data cells and header cells for data tables that have two or more logical levels of row and column headers.

c. Electronic documents with forms

When electronic forms are designed to be completed on-line, the form will allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

9. Lobbying Prohibition.

18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107–273, Nov. 2, 2002 Violations of this section shall constitute violations of section 1352(a) of title 31. In addition, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110–161) also apply.

10. Anti-Deficiency Act.

Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

11. Assignment.

No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.

12. Member of Congress.

Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.

13. Agency.

The Recipient is not an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will the Recipient represent its self as such to third parties. NPS employees are not agents of the Recipient and will not act on behalf of the Recipient.

14. Non-Exclusive Agreement.

This Agreement in no way restricts the Recipient or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.

15. Partial Invalidity.

If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

16. No Employment Relationship.

This Agreement is not intended to and shall not be construed to create an employment relationship between NPS and Recipient or its representatives. No representative of Recipient shall perform any function or make any decision properly reserved by law or policy to the Federal government.

17. No Third-Party Rights.

This Agreement creates enforceable obligations between only NPS and Recipient. Except as expressly provided herein, it is not intended nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.

18. Rights in Data.

The Recipient must grant the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Recipient, its employees or any individual or concern **specifically employed or assigned to originate and prepare such material.**

19. Conflict of Interest**a. Applicability.**

1. This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.
2. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR 200.318 apply.

b. Requirements.

1. Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.
 2. In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.
 3. No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.
- c. Notification.
1. Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of interest..
- d. Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients.
- e. Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC 1352.
- f. Review Procedures. The Financial Assistance Officer will examine each conflict of interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement, and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it. Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

20. Geospatial Data

Geospatial Data Act of 2018, Pub. L. 115-254, Subtitle F – Geospatial Data, §§ 751-759C, codified at 43 U.S.C. §§2801-2811 – Federal recipient collection of geospatial data through the use of the Department of the Interior financial assistance funds requires a due diligence search at the GeoPlatform.gov list of datasets to discover whether the needed geospatial-related data, products, or services already exist. If the required data set already exists, the recipient must use it. If the required data is not already available, the recipient must produce the proposed geospatial data, products, or services in compliance with applicable proposed guidance and standards established by the Federal Geospatial Data Committee (FGDC) posted at www.fgdc.gov.

21. Patents and Inventions

Recipients of agreements which support experimental, developmental, or research work shall be subject to applicable regulations governing patents and inventions, including the governmentwide regulations issued by the Department of Commerce at 37 CFR 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements. These regulations do not apply to any agreement made primarily for educational purposes.

22. General And Special Provisions

- a. **OMB Circulars and Other Regulations.** The following Federal regulations are incorporated by reference into this Agreement (full text can be found at <http://www.ecfr.gov>):
- i. Administrative Requirements:
2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
 - ii. Determination of Allowable Costs:
2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E; and

- iii. Audit Requirements:
2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F.
- iv. Code of Federal Regulations/Regulatory Requirements:
 - [2 CFR Part 182 & 1401 "Government-wide Requirements for a Drug-Free Workplace"](#);
 - 2 CFR Part 180 & 1400, "Non-Procurement Debarment and Suspension", previously located at 43 CFR Part 42, "Government wide Debarment and Suspension (NonProcurement)";
 - [43 CFR 18, "New Restrictions on Lobbying"](#);
 - [2 CFR Part 175, "Trafficking Victims Protection Act of 2000"](#);
 - FAR Clause 52.203-12, Paragraphs (a) and (b), Limitation on Payments to Influence Certain Federal Transactions;
 - 2 CFR Part 25, System for Award Management (www.SAM.gov) and Data Universal Numbering System (DUNS); and
 - 2 CFR Part 170, "Reporting Subawards and Executive Compensation".
- b. **Non-Discrimination.** All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. §§2000d *et seq.*); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 *et seq.*); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
- c. **Minority Business Enterprise Development.** Pursuant to Executive Order 12432 it is national policy to award a fair share of contracts to small and minority firms. NPS is strongly committed to the objectives of this policy and encourages all recipients of its Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with the Executive Order.
- d. **Survival.** Any and all provisions which, by themselves or their nature, are reasonably expected to be performed after the expiration or termination of this Agreement shall survive and be enforceable after the expiration or termination of this Agreement. Any and all liabilities, actual or contingent, which have arisen during the term of and in connection with this Agreement shall survive expiration or termination of this Agreement.
- e. **Captions and Headings:** The captions, headings, article numbers and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provision of this Agreement nor in any way affecting this Agreement.

23. Executive Orders and Department of the Interior Secretary Orders

Recipients must comply with all applicable Presidential Executive Orders found at:

<https://www.whitehouse.gov/presidentialactions/>

and all applicable DOI Secretary's Orders found at: <https://www.doi.gov/document-library/secretary-order> that are in effect at the time of award, or that may take effect during the period of performance of the award.

PROGRAM SPECIFIC REQUIREMENTS

1. Retention and Access Requirements for Records.

All Recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 2 CFR Part 200.333-200.337 and the Historic Preservation Fund Grants Manual.

2. NAGPRA Costs Are Unallowable

Cost related to Native American Graves Protection and Repatriation Act (NAGPRA) activities are unallowable under this agreement. Funds for NAGPRA activities are available through the NPS National NAGPRA Program.

3. Allowable and Eligible Costs.

Expenses charged against awards under the Agreement may not be incurred prior to the beginning of the Start Date of the Agreement, and may be incurred only as necessary to carry out the approved objectives, scope of work and budget with prior approval from the Commission. The Recipient shall not incur costs or obligate funds

for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.

Eligible costs under this award are as described in this Notice, 2 CFR 200, and the Historic Preservation Fund Grants Manual (HPF Manual).

For this program eligible costs also include:

- a. Projects under the eligible program areas as defined by the National Historic Preservation Act (NHPA): Administration, Local Government Certification, Development/Covenants, National Register, Planning, Review & Compliance, Survey & Inventory, and Tax Incentives;
- b. Administrative costs necessary to complete and administer the grant requirements;
- c. Rehabilitation of properties;
 - i. Eligible properties include historic districts, buildings, sites, structures and objects listed in the National Register of Historic Places or applicable Tribal Register;
 - ii. All work must meet the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation; and
 - iii. All projects receiving repair assistance must enter into a preservation agreement/covenant/easement
- d. Survey and Inventory of historic resources to determine eligibility;
- e. Cost for administering an easement/covenant for the property;
- f. Cost for any required audits or financial requests;
- g. Cost for the production of project signs;
- h. Costs for public notice of grant opportunities;
- i. Costs associated with required training or reporting; and/
- j. Any other costs as determined eligible by the NPS in accordance with the OMB circulars, NPS policies, and the Historic Preservation Fund Grants Manual.

4. Publicity & Press Releases

Press releases about this project must acknowledge the grant assistance provided by the Historic Preservation Fund and the National Park Service, and copies of the press releases must be provided to the NPS. The Recipient must transmit notice of any public ceremonies planned to publicize funded or related projects in a timely enough manner so that the NPS, Department of the Interior, Congressional or other Federal officials can attend if desired. All publicity and press releases related to activities funded with this award should include a statement that funding for the activity was provided (in part or in whole) by the Historic Preservation Fund (HPF) administered by the National Park Service.

5. Requirement for Project Sign & Public Notification

As stipulated in 36 CFR Part 800, public views and comments regarding all Federally-funded undertakings on historic properties must be sought and considered by the authorizing Federal agency. Therefore, the grantee is required to post a public notification regarding the undertaking under this grant in one or more of the major newspapers or news sources that cover the area affected by the project within 30 days of obligating any contracts or subgrants. A copy of the posted release must be submitted to NPS within 30 days of the posting.

HPF funded development projects must create public notification of the project in the form of a project sign, website posting, and proper credit for announcements and publications as appropriate. The sign/notification must be of reasonable and adequate design and construction to withstand weather exposure (if appropriate); be of a

size that can be easily read from the public right-of-way; and be accessible to the public throughout the project term as stipulated in this Grant Agreement. At a minimum, all notifications must contain the following statement:

"[Project Name] is being supported in part by the Historic Preservation Fund administered by the National Park Service, Department of the Interior and the Maine Historic Preservation Commission."

Additional information briefly identifying the historical significance of the property and recognizing other contributors is encouraged and permissible. The NPS arrowhead logo may only be used in conjunction with the HPF approved signage format that can be provided upon request. Any other use of the logo is prohibited.

6. Funding Acknowledgement

The grantee must include acknowledgment of grant support from the Historic Preservation Fund of the National Park Service, Department of Interior, in all deliverables and publications concerning NPS grant supported activities as referenced in the Statement of Work.

All deliverables must contain the following disclaimer and acknowledgement:

"This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior under Grant Number P25AF00996 and Maine Historic Preservation Commission, project ME-25-10012. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior."

- a. Deliverables/publications include but are not limited to grant project reports; books, pamphlets, brochures or magazines; video or audio files; documentation of events, including programs; invitations and photos; websites; mobile apps; exhibits; and interpretive signs.
- b. All digital copies must follow the file naming convention:

SHPO_2025_ME_City of Portland_P25AF00996_description of file

Refer to the attached guidance document for instructions on creating, naming and submitting digital copies of deliverables/publications.

- c. All consultants hired by the grantee must be informed of this requirement.
- d. Grantees, subgrantees, contractors may not use the NPS Arrowhead in any form without written permission.

7. Consultants & Contractors

The Provider must submit documentation of responses to its competitive selection process, along with its justification and resume(s) for which consultant(s) selected for grant-assisted work, to the Commission for approval. The consultant(s) must have requisite experience and training in historic preservation to oversee any construction work to be performed and to manage this complex project. All consultants must be competitively selected and documentation of this selection must be maintained by the Provider and be made readily available for examination by the Commission. **Maximum hourly rates charged to this grant may not exceed 120% of a Federal Civil Service GS-15, step 10 salary.** Current salary tables can be found on the Office of Personnel and Management website: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>. For calendar year 2024 this amount is \$110.71 in York, Cumberland, Sagadahoc and Androscoggin Counties, and \$107.80 in the remaining Maine counties.

8. Requirement for NEPA Compliance

All HPF funded grants are subject to the requirements of the National Environmental Policy Act (NEPA) of 1969, as amended. This Act requires Federal agencies to consider the reasonably foreseeable environmental consequences of all grant-supported activities. As part of the NPS implementation of NEPA, grantees are required to notify the NPS of any reasonably foreseeable impacts to the environment from grant-supported activities, or to certify that no such impacts will arise upon receipt of a grant award. In addition, the NPS has determined that most HPF grant funds are not expected to individually or cumulatively have a significant impact on the environment, unless the activity involves development (construction) or archeology.

9. Compliance with Section 106

Pursuant to Section 106 of the National Historic Preservation Act (54 USC 306108), the NPS, the Subrecipient, and the Commission must complete the consultation process stipulated in the regulations issued by the Advisory Council on Historic Preservation (ACHP) in 36 CFR 800 **prior** to the commencement of all grant assisted construction or ground disturbance on the property.

10. Compliance with Section 110

Section 110 of The National Historic Preservation Act identifies the responsibility of the federal agency in their treatment of historic properties. Section 110(f) (54 USC 306107) clarifies the responsibility of the agency to protect National Historic Landmarks (NHL) from harm. See this agreement for submission requirements regarding NHL properties. In addition, Section 110(k) (54 USC 306113) prohibits the NPS from funding any grantee or subgrantee that attempts to avoid the requirements of Section 106. Grantees must make every effort to fund preservation projects that do no harm or adverse effects to NHL properties. Should it be discovered a grantee has deliberately damaged a property (e.g., pre-emptive demolition) to avoid requirements, the NPS must be notified to determine, in consultation with the ACHP, if the project can proceed.

11. NPS Review of Planning/Design Documents for National Historic Landmarks

The grantee must submit the following:

- a. a site plan that has the north direction clearly marked;
- b. a city/county map with the site of the property clearly labeled;
- c. set of plans and specifications for the project;
- d. digital images of all exterior elevations of the building or site, with views identified and oriented and keyed to the site plan;
- e. digital images of all interior major rooms and those involved in the project, labeled and keyed to a floor plan;
- f. for NHL Districts include overall views of the district from the project area; and
- g. any additional information that will better enable a technical review of the project to be completed.

The grantee must submit documents for the entire undertaking to the NPS for its review and approval to ensure conformance with the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation*, Historic Preservation Fund Grant Manual, and with the conditions listed in this Grant Agreement, **prior** to the beginning of grant-assisted work. Work that does not comply with these Standards in the judgment of the NPS will not be reimbursed, and may cause the grant to be terminated and funds deobligated.

Plans & specifications for the project must be marked on the cover with this statement:

The {name of property} is designated a National Historic Landmark for its architectural and historic significance. It is considered to have irreplaceable cultural, material, and aesthetic value. The work is funded in part by the Historic Preservation Fund, administered by the National Park Service, Department of the Interior. The funding of which is subject to having all work items meet The Secretary of the Interior's Standards for the Treatment of Historic Properties.

Not Applicable

12. GIS Spatial Data Transfer Standards

All GIS data collected with HPF funds shall be in compliance with the NPS Cultural Resource Spatial Data Transfer Standards with complete feature level metadata. Template GeoDatabases and guidelines for creating GIS data in the NPS cultural resource spatial data transfer standards can be found at the NPS Cultural Resource GIS Facility webpage: https://www.nps.gov/crgis/crgis_standards.htm

Technical assistance to meet the NPS Cultural Resource Spatial Data Transfer Standard specifications will be made available if requested. Execution of a Data Sharing Agreement between the NPS and the Recipient shall take place prior to collection of GIS data using HPF funds, as applicable.

13. Commission Review of Planning/Design Documents for Conformance to the Secretary of the Interior's Standards. If plans or specifications have changed from those submitted with the Subrecipients' application for an CLG/HPF grant, the Subrecipient must submit revised construction documents to the Grantee for its review and approval to ensure conformance with the Secretary of the Interior's *Standards for Historic Preservation and Archeology*, and with the conditions listed in this Grant Agreement, prior to the beginning of grant-assisted repair work on the property. Work that does not comply with these *Standards* in the judgment of the Commission will not be reimbursed, and may cause the grant to be terminated and funds deobligated.

14. Equipment Purchases

Each item of equipment purchased under this award must be approved specifically and in writing by the NPS prior to purchase to confirm the allowability of the costs. Approval of the application is not approval of equipment included within the application. Equipment is defined by 2 CFR 200.1 as tangible personal property (including information technology systems) having a useful life of more than one year and a perunit acquisition cost which equals or exceeds the lesser of the capitalization level established by the nonfederal entity for financial statement purposes, or \$5,000.

15. Limitations on Administrative and Indirect Costs. Administrative costs charged to the subgrant may not exceed 25 percent of the total grant award. This limitation applies to the sum of the direct costs of administration and any indirect costs charged by the Subrecipients pursuant to a current Federally approved indirect cost rate.

Administrative costs are those costs defined in the HPF Grants Manual, Chapter 6, Section F.1, and in Chapter 7, Exhibit 7-B.Retention and Access Requirements for Records. All Recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 2 CFR Part 200.333-200.337 and the Historic Preservation Fund Grants Manual.

16. Catalog of Federal Domestic Assistance/Assistance listing Inclusion in Single Audit

Non-Federal entities receiving financial assistance through the Historic Preservation fund must include the appropriate Catalog of Federal Domestic Assistance (CFDA) number in the Schedule of Expenditures of Federal Award in their Single-Audit. The DFDA number applicable to this award is 15.904 – Historic Preservation Fund Grants-in-Aid.

17. Notice of Financial Management Review

As part of government-wide efforts to improve coordination of financial management and increase financial accountability and transparency in the receipt and use of federal funding, the grantee is hereby notified that this award may be subject to higher scrutiny. This may include a requirement to submit additional reporting documentation.

18. Unanticipated Discovery Protocols

At a minimum, unanticipated discovery protocols for subgrants or contracts shall require the sub-grantee or contractor to immediately stop construction in the vicinity of the affected historic resource and take reasonable measures to avoid and minimize harm to the resource until the SHPO or THPO, sub-grantee or contractor, and Indian Tribes, as appropriate, have determined a suitable course of action within 15 calendar days. With the express permission of the SHPO and/or THPO, the sub-grantee or contractor may perform additional measures to secure the jobsite if the sub-grantee or contractor determines that unfinished work in the vicinity of the affected historic property would cause safety or security concerns.

19. Demonstration of Effort – Performance Goals

In order to ensure the timely and successful completion of all HPF grant awards, the NPS requires acceptable demonstration of effort by the grantee on project work supported by all HPF funded grants. Demonstration of effort means acceptable performance by undertaking meaningful progress on grant supported activities and complying with award terms and conditions.

Demonstration of effort will be recorded on Interim Reporting forms as per the schedule in this contract.

20. Funding for Use of Unmanned Aircraft Systems (UAS) (AKA Drones)

HPF funding for unmanned aircraft systems (UAS) usage is eligible only in the contracting of an experienced, licensed contractor of UAS who possesses the appropriate license, certifications, and training to operate UAS. The contractor is required to provide proof of liability insurance in the operation of UAS for commercial use.

If HPF funding is provided to a state, tribal, local, or territorial government, or other non-profit organization for the use of UAS as part of their scope of work, the recipient must have in place policies and procedures to safeguard individuals' privacy, civil rights, and civil liberties prior to expending such funds.

- 21. Nonfederal Matching Share.** At least \$ 4,778.00 in eligible nonfederal matching contributions that are allowable and properly documented in accordance with 43 CFR 12.64 must be used by the Subrecipients during the grant period to share the costs for this grant. Failure to use the required non-Federal matching share will result in the disallowance of costs reimbursed, and/or the de-obligation of remaining unexpended funds.

22. Easement/Covenant Requirement for development projects

As per Section 54 USC 302902 of the National Historic Preservation Act requires Historic Preservation Fund grantees to assume, after the completion of the project, the total cost of continued maintenance, repair and administration of the grant-assisted property in a manner satisfactory to the Secretary of the Interior.

Accordingly, the Maine Charitable Mechanics Association, as owner of the Mechanics Hall must execute a Stewardship Agreement with the Commission. The term of the Agreement must run for 5 years from the end date of the last executed Stewardship or Preservation Agreement.

All preservation easements must be executed by registering it with the deed of the property. Baseline documentation of the character defining features of the site must be documented prior to construction through photographs. The preservation easement must document the grant assisted condition of the site and the historic character defining features as part of the document registered with the deed.

Registering the easement in the Cumberland County Registry of Deeds is not required for a Stewardship Agreement.

23. Copyright

Per 2 CFR 200.315(b), the NPS reserves a royalty-free right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so, any materials produced under this grant. All photos included as part of the interim & final reporting and deliverables/publication will be considered released to the NPS for future official use. Photographer, date, and caption should be identified on each photo, so NPS may provide proper credit for use.

A digital copy of all deliverables must be available for public access. Sensitive information may be redacted from the public access copy.

All consultants hired by the Recipient must be informed of this requirement.

24. Compliance with the Americans with Disabilities Act and the Architectural Barriers Act

The use of federal funds to improve public buildings, to finance services or programs contained in public buildings, or alter any building or facility financed in whole or in part with Federal funds (except privately owned residential structures), requires compliance with the 1990 Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, and the Architectural Barriers Act (ABA). Work done to alter the property should be in compliance with all applicable regulations and guidance.

25. Additional Department Requirements

- a. Provide the Commission with copies of all contracts entered into in connection with the project.
- b. Include this contract between the City of Biddeford and the State of Maine in any subcontracts issued.
- c. Ensure that no member, officer, or employee of the Maine Historic Preservation Commission, including Commission members and staff, will benefit financially from the project, except that such persons may provide technical, consultative, or oversight assistance in a voluntary capacity.

RIDER E

Attachments

Publications/Deliverables Submission Guidelines

A. What do I need to submit?

Provide one digital copy of each deliverable/publication. Deliverables/publications include, but are not limited to: grant project reports; books, pamphlets and magazines; video/audio files; event documentation, including programs and photos, websites, mobile apps, exhibits, and interpretive signs.

For development (construction) grants only:

- **Submit photos of all work completed under the grant, including at least three views of the overall structure and all elements of the scope of work.** Refer to "Documenting Historic Places on Film" for more information on photographing a variety of historic environments and buildings: nps.gov/nr/publications/bulletins/photobul/pt3.htm.
- **Ensure that a fully executed, recorded copy of the preservation easement/covenant has been sent to the Commission.**

Include the following disclaimer and acknowledgement with all deliverables/publications: "This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior and the Maine Historic Preservation Commission. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior."

B. How should I save submissions?

Name each file as follows:

SHPO_2025_ME_City of Portland_P25AF00996_[Description]

- For "Description," create a short (less than 50 characters) and unique description that would help someone to easily and quickly identify the file.
- Do not use spaces or special characters (#, %, &, ?) in filenames. If files are part of a series, append the number 001, 002, 003, etc. to the end of the description.

Required file formats and resolution:

- Reports and publications: PDFs at 300 pixels per inch, at 100 percent of the size of the original document. When possible, convert original publication files to PDF (for example, from Word or InDesign files). Otherwise, use high-quality scans of printed materials.
- Photos: JPEGs or TIFFs at a minimum resolution of 3000 x 2000 pixels (or 6 megapixels).
- Videos: MP4 files at a resolution of 1280 by 720 pixels. Include a transcript of each video in a Word document.
- Audio files: uncompressed WAV files. Include a transcript of each file in a Word document.
- For more information about other types of deliverables or publications, consult the National Archives' transfer guidance tables (<https://www.archives.gov/records-mgmt/policy/transfer-guidance-tables.html>). Submit all files in formats that either "preferred" or "accepted" by the National Archives.

How do I submit submissions?

Contact the Commission's grant coordinator to discuss options for submitting the digital files

What information should be included with my submissions?

Include an index for all deliverables/publications as a Word document. Include the following information for each deliverable/publication:

- Grant Number)
- Subgrant #
- Title of Product

- Filename
- Creator (give full names and their roles in creating the product/deliverable)
- Date Completed
- Extent (pages, length, number of slides; use when applicable)
- Description (up to 200 words)

Save the index file as a Microsoft Word document using the following naming convention:

SHPO_2025_ME_City of Portland_P25AF00996_Index.docx

RIDER F: BUDGET AND DETAILED PAYMENT INSTRUCTIONS

Budget

Understand that the budget items and figures above will be adhered to, unless the Commission provides prior written approval of amendments. Note: costs in budget are for two (2) staff members.

PROJECT BUDGET

A Service/Action/Item	B By Whom	C Hours or quantity	D Cost per	Total Cost (C X D)	Notes
Exterior vertical enclosures (bulkhead)	Contractor	1	\$2,900	\$2,900	
Demolition	Contractor	1	\$5,800	\$5,800	
Site preparation	Contractor	1	\$750	\$750	
General requirements	Contractor	1	\$3,000	\$3,000	
Design development	Contractor	1	\$623	\$623	
Permit	Contractor	1	\$1245	\$1245	
Subguard	Contractor	1	\$161	\$161	
General conditions	Contractor	1	\$6400	\$6400	
Insurance	Contractor	1	\$767	\$767	
Fee	Contractor	1	\$567	\$567	
TOTAL				\$22,213	

PROJECT FUNDING

Service/Action/Item	Donor	Source	Kind	Amount	Notes
Bulkhead construction		HPF	grant	\$13,257	
Bulkhead construction	Mechanics Hall	Capital expenditures	cash	\$8,956	
Total				\$22,213	

MATCH SUMMARY

Total in-kind: \$
 Total Donation \$
 Total Cash \$8,956.00
 Other (Overmatch) \$
 Total Match \$8,956.00

GRANT SUMMARY

Total Grant Request: \$13,257.00

Detailed Payment Instructions

The Department will pay the Provider as follows:

On a reimbursement basis up to the contract amount with documentation of allowable expenditures made and sufficient Provider match amount per reimbursement request. Payments are subject to the Provider's compliance with all items set forth in this Agreement and subject to the availability of funds. The Department will process approved payments within 30 days.

Required documentation for Reimbursement Requests

1. Invoice on Letterhead, containing the following information:
 - a. amount of reimbursement requested;
 - b. the project cost for this request;
 - c. the amount of match expended for this request; and
 - d. the contract number.
2. All expenses, including matching share, must be documented with copies of bills and photocopies of both sides of canceled checks.
3. Time sheets signed by the employee or volunteer and supervisor are required for volunteer and in-kind services, showing the Commission pre-approved rate and total dollar value of the donated or in-kind time.
4. The dollar value of donated equipment and donated space must also be documented for approval as match.
5. All project products must be received and approved by the Commission prior to final reimbursement. For development projects a final project report is required in addition to any technical report which may be a grant product before final reimbursement.
6. See Sample Reimbursement Request Letter, below.

YOUR LETTER HEAD

INVOICE # _____

Date _____

RE: Contract # _____

Dear Mr. Mohny:

On behalf of the _____, I am requesting a (partial) (full) reimbursement of \$ _____ for expenses incurred between _____ and _____, 202_ in conjunction with the CLG funded project _____.

Project expenses are documented on the following enclosed items:

Signed Value of Donated Labor Forms for _____

Signed Timesheet/paystub/journal for _____

Invoice(s) from _____

Cancelled check # _____ to _____ (copied front and back)

Documentation in the form of _____ for in-kind contributions of materials//venues/equipment.

The total cost reflected in this request is \$_____, of which \$_____ is match and \$_____ is requested as reimbursement.

RIDER G: IDENTIFICATION OF COUNTRY IN WHICH CONTRACTED WORK WILL BE PERFORMED
--

Please identify the country in which the services purchased through this contract will be performed:

☐ **United States. Please identify state: Enter State**

☐ **Other. Please identify country: Enter Country**

Notification of Changes to the Information:

The Provider agrees to notify the Office of State Procurement Services of any changes to the information provided above.

BUSINESS ASSOCIATE AGREEMENT**(Included at Department's Discretion)**

Enter Business Associate Agreement (BAA) here, if applicable. If not applicable, delete this page or enter "N/A" **and** make sure BAA is not checked in the Table of Riders section.



Board President

William (Bill) Stauffer

Board of Directors

Suzette Bois

Tom Haushalter

Brian J Evans

Hilary Bassett

Darcy Brennan Poor

Taffy Field

Pamela Hawkes

Kristopher Kleva

Trevor Laverriere

Chandra Leister

Caite McNeil

John Napolitano

C. J. Oppenhausser

Leah Rachin

Richard Spencer

Paul Stevens

Annie Leahy

Executive Director

Brooke Baerman

Development Manager

Nicole Hill

**Administrative &
Operations Manager**

Katie Page

**Community
Engagement &
Program Manager**

January 13, 2026

Dear Portland City Council,

On behalf of Mechanics' Hall, thank you for the opportunity to share additional context regarding the Certified Local Government (CLG) grant award proposed in partnership with the City of Portland. We appreciate the City's role in stewarding these funds and welcome the opportunity to clarify the public purpose, eligibility, and oversight structure of this request.

About Mechanics' Hall:

The Maine Charitable Mechanic Association, DBA Mechanics' Hall, is a nonprofit organization with 501(c)3 status. Our EIN is 01-0248533. We are a member-supported historic cultural hub and library that brings together big ideas, bold creativity, and vibrant community. We connect exceptional thinkers and artists - spanning writers, performers, and curious minds of all ages - to enrich intellectual life, celebrate the arts, and spark meaningful connection.

We are the owner and steward of the historic building at 519 Congress Street in Portland, Maine. Individually listed on the National Register of Historic Places as a property of national significance, Mechanics' Hall has served the City of Portland continuously since the nineteenth century as a place for civic life, arts, education, and public gathering. Today, the organization operates the building as a community-centered cultural venue, offering public programs, affordable access for local artists and nonprofits, and free or low-cost events that advance historic preservation, accessibility, and civic engagement.

As a nonprofit historic property owner, Mechanics' Hall regularly partners with public agencies to preserve this irreplaceable civic asset for public use, while maintaining full responsibility for operations, fundraising, and capital maintenance. The Hall hosts over 150 arts, cultural, and literary events per year and welcomes over 12,000 visitors annually.

The CLG-Funded Project:

The proposed project addresses an urgent safety and preservation need: the replacement of a failing sidewalk bulkhead on Casco Street that currently poses a public safety hazard and allows water infiltration into the building's basement, threatening the historic granite foundation.

The project includes removal and replacement of the deteriorated bulkhead door and corroded steel frame, installation of appropriate structural support that was never originally present, and measures to prevent further water intrusion. This work is consistent with the Secretary of the Interior's Standards for the Treatment of Historic

BE JUST AND FEAR NOT

Mechanics' Hall

519 Congress Street

Portland, ME 04101 | 207 773-8396

Page 327



Properties and is limited in scope to essential stabilization and preservation.

In addition to addressing immediate safety concerns in the public right-of-way, this project protects the long-term viability of the historic building and preserves critical basement access needed for future infrastructure upgrades, including planned accessibility improvements.

The CLG Grant in partnership with the City of Portland will ensure that federal preservation dollars flow to a project that directly enhances public safety, protects a landmark historic resource, and advances the City's preservation goals—without transferring ownership, control, or long-term financial responsibility to the City.

Public Benefit and Stewardship:

The public benefit of this project is immediate and tangible: a safer sidewalk condition on Casco Street, protection of a nationally significant historic structure, and continued public access to a building that serves thousands of Portland residents and visitors each year. Mechanics' Hall has a strong track record of completing publicly funded preservation projects on time and within budget and is committed to full compliance with all grant requirements.

We are grateful for the City's partnership and stewardship of the CLG program and respectfully submit this letter to affirm the appropriateness, accountability, and public value of this grant award.

Thank you for your consideration and continued support of historic preservation in Portland.

Respectfully submitted,

Annie Leahy
Executive Director
Mechanics' Hall

HISTORIC PRESERVATION GRANT APPLICATION



Tate House, Portland, Maine. Photograph by Holly K. Hurd

2025

**Development, PRE-DEVELOPMENT, Education, Planning,
Survey, National Register Listing and Archaeology
Projects**

Maine Historic Preservation Commission
55 Capitol Street, 65 State House Station
Augusta, Maine 04333-0065
207-287-2132
www.maine.gov/mhpc/grant

APPLICATIONS DUE OCTOBER 3, 2025

This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior under Grant Number P25AF00996. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior.

HISTORIC PRESERVATION Grant Application

DEVELOPMENT, PRE-DEVELOPMENT, EDUCATION, PLANNING, SURVEY,
NATIONAL REGISTER LISTING AND ARCHAEOLOGY PROJECTS

IMPORTANT APPLICATION INSTRUCTIONS

Applications will be submitted electronically via Dropbox. To submit the application, send an email to Christi.chapman-mitchell@maine.gov with the subject line "Grant Application Submission". You will then receive an email with detailed instructions for uploading the complete application into a Dropbox folder.

A COMPLETE APPLICATION CONTAINS EACH OF THE FOLLOWING:

- A. **Application Form, signed and notarized.** Submit as a .docx or .pdf file.
- B. **Assurance and Screening Forms**
 - 1. **Survey (Architectural or Archaeological), Planning, Public Education or National Register projects:** Complete Standard Form 424B (Rev. 7-97), Assurances – Non-Construction Programs. This form must be signed and dated and saved as a PDF.
 - 2. **Development, Pre-development, and Archaeological Stabilization projects**
 - a. Complete Standard Form 424D (Rev. 7-97), Assurances – Construction Programs. This form must be signed and dated and saved as a PDF.
 - b. Environmental Screening Worksheet (NEPA). Complete as fully as possible. This form must be signed and dated and saved as a PDF.
- C. **Supplementary documentation, submitted as PDFs**
 - 1. Estimates from contractors, consultants.
 - 2. Resumes for volunteer labor.
 - 3. Resumes for contracted labor (if known).
 - 4. Maps showing location of the project. The maps need to be at a scale that the property can be located in person.
 - 5. Copies of completed pre-development plans and specifications, assessments, stabilization plans or historic structure reports if appropriate.
- D. **Photographs of the historic property or proposed project area, submitted as individual .jpgs** (do not insert into a document). Provide an overview of the property and details of specific features, issues or problems.
- E. **Signed and Completed Application Checklist, submitted as a PDF**

The Complete application must be uploaded to Dropbox by 5:00 p.m., October 3, 2025
Optional draft applications are due September 19, 2025.

APPLICATION FORM

Historic Preservation Grants

**REFER TO THE HISTORIC PRESERVATION FUND GRANT MANUAL
WHEN COMPLETING THIS APPLICATION.**

IF COMPLETING THIS FORM IN MICROSOFT WORD TYPE ANSWERS IN THE GRAY BOXES.

I. APPLICANT OVERVIEW

Project Name: **Mechanics' Hall Bulkhead Replacement**

Location: **Mechanic's Hall**

519 Congress Street, Portland, Maine 04101

Applicant Organization:

Contact Person: **Evan Schueckler, City of Portland, Planning & Urban Development**

Mailing Address: **389 Congress Street, 4th Floor, Portland, Maine 04101**

Telephone Number: **207-874-8726** E-mail Address: **evans@portlandmaine.gov**

Owner Information: **Annie Leahy, Mechanics' Hall**

Mailing Address: **519 Congress Street, Portland, Maine 04101**

Telephone Number: **207-810-7083** E-mail Address: **annieleahy@mainemechanics.org**

II. GRANT TYPE

This application can be used only for Certified Local Government (CLG) Grants. Applicants for CLG grants are limited to the towns of Biddeford, Saco, York, Kennebunk, Portland, Topsham, Lewiston, Gardiner, Augusta, Bangor and Castine.

Please check one box.

☐ **HPF Grant**

☒ **CLG Grant (limited to CLG communities only)**

APPLICATION FORM

Historic Preservation Grants

III. PROJECT TYPE (ctrl-click for glossary definitions)

- ☐ Architectural Survey
☐ Archaeological Survey
☐ Archaeological Stabilization or Testing
☐ Administrative Support
☒ Development Have plans and specifications been prepared? ☒ No ☐ Yes

Please list the name, date and author of all associated pre-development work completed in advance of this project and submit copies with this application.

Mechanic's Hall Bulkhead Replacement, Existing Conditions – Pamela Hawkes

- ☐ National Register Nomination Submit copy of determination of eligibility letter if available
☐ Planning
☐ Pre-development
 (choose one of the following)
 ☐ Building Condition Assessment
 ☐ Historic Structure Report
☐ Plans/Specifications/Bid Docs
 ☐ Archaeological Stabilization Plans
☐ Public Education

IV. FUNDING REQUEST. The minimum grant request is normally \$10,000 and the maximum request is normally \$30,000.

Grant Amount Requested (75% maximum)	\$13,357	
Match Amount (25% minimum)	\$10,000	Match Source: Mechanic's Hall Capital Expend.
Total Project Cost (100%)	\$23,257	

ATTACH ALL ESTIMATES USED TO CALCULATE PROJECT COST.

V. PROJECT DETAILS

- 1) Project Summary:

Historic Preservation Grant Application

Provide a project **summary statement** that describes this project. Example: "The 1860 Smith House, owned by the George Historical Society and located in Smith, Maine is requesting support to: repair a roof, insulate the entry and upgrade wall insulation." **(60 words maximum)**.

Mechanics' Hall seeks support to replace a failing sidewalk bulkhead on Casco Street, which poses a public safety hazard and allows water to leak into the basement, threatening the historic foundation. The corroded steel frame and deformed door require full replacement with proper structural support to prevent further damage and maintain critical basement access for future infrastructure repairs.

- 2) Is the subject property listed in the National Register of Historic Places? ☒ Yes ☐ No
- 3) Is this a continuing project that the Commission has previously funded? ☐ Yes ☒ No

Is this a multi-phased project? If so, please describe where the grant funded work fits into the overall project and timeline. **No.**

4) Subject of the Project:

A. Describe the subject of the project? (i.e "historic neighborhood" or "historical museum" or "archaeological site").

Mechanics' Hall is individually listed as nationally significant on the National Register of Historic Places. The property is also locally listed as a Landmark within the National Register Certified Congress Street Historic District.

B. Does the project reflect the funding priorities in Chapter 2 of the Grant Manual? Be specific and cite the applicable priority and explain how the project reflects the funding priority.

Yes, this project involves the replacement of a deteriorated sidewalk bulkhead at Mechanics' Hall, a historic property, due to advanced corrosion and structural failure of the steel frame. The failing bulkhead presents a public safety hazard and is allowing water infiltration into the basement, which threatens the integrity of the historic foundation.

The proposed work includes:

- Removal and replacement of the bulkhead door and corroded frame
- Installation of structural support to address the previously unsupported edge of the door
- Water intrusion prevention to protect the historic masonry and basement space

These activities are consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties, as they aim to preserve and protect original historic materials (e.g., foundation masonry) and ensure continued use of the building's historic features, such as the basement access, which is crucial for future infrastructure upgrades (elevator, steam heat system access, etc.).

This project directly aligns with Development/PreDevelopment funding priority A: Provide funding for development and pre-development projects throughout the state. This project will address urgent structural repairs and water management to protect the long-term preservation of a significant historic building.

C. For Survey projects only: estimate number of acres to be surveyed. **N/A**

D. For Development projects only: Is there going to be any ground disturbance that will require archaeological testing? **No.** Have plans and specifications or site plans been completed for the project? **No.** Have they been

reviewed by MHPC staff to determine if they meet the Secretary of the Interior's Standards for the Treatment of Historic Properties? **N/A**

E. For Archaeological Survey and Testing projects only: What are the research goals? **N/A** Utilizing limited testing, how is the project designed to collect sufficient information to identify a resource and to assess its eligibility for listing in the National Register of Historic Places?

N/A

F. For Archaeological Projects (Development or Stabilization) only: Provide a research design that includes an explicit statement of the problem to be addressed, a summary of previous research, and outline how this project fits into prior or ongoing historical or structural documentation or other treatments. Refer to Appendix H in the Grant Manual for additional guidance.

N/A

5) Methodology:

A. What is the project methodology. Describe the "how", the "why", the "when" and the "by whom" of the project. Be specific in terms of the timeline and sequence of activities to be undertaken. For archaeological projects, describe the amount and kinds of information required to address the documentation objectives and the methods to be used to find the information. Be specific regarding proposed field methods.

How: The project will begin with the installation of temporary timber framing from the underside of the existing bulkhead door to immediately address the public safety concern caused by the deformed and unstable sidewalk access. This short-term support will prevent pedestrian tripping hazards while the permanent solution is implemented. A new sidewalk bulkhead door and support frame will be sourced and installed.

As part of the permanent fix, a 3" x 3" steel angle will be expansion-bolted into the existing granite cap block along the building edge to provide critical structural support that was never originally installed. The new steel support frame will be set onto the granite perimeter where the current door frame sits, ensuring proper load transfer and durability.

Why: The sidewalk bulkhead door is in advanced deterioration due to a lack of structural support on the building-facing edge. This has led to deformation and corrosion over time, posing a public safety risk and allowing water to leak into the basement, threatening the historic foundation of Mechanics' Hall. Additionally, this entrance is a key access point for planned future infrastructure upgrades, including an elevator and steam heating system maintenance. The project is essential for the preservation of the historic building and continued functionality of its basement.

When: The entire project is anticipated to be completed within 6 months, with actual construction estimated between 6–8 weeks from the start date, depending on lead time for materials.

- Weeks 1–2: Install temporary timber framing under the bulkhead door to prevent accidents.
- Weeks 2–4: Design development details/finalize selection or fabrication of a replacement bulkhead door and frame.
- Weeks 5–6: Install the new bulkhead door and steel frame, including bolting the steel angle to the granite cap block.
- Week 7: Complete site cleanup and perform any minor masonry or weatherproofing adjustments needed following installation.

By Whom: The project will be managed by Mechanics' Hall staff & our Restoration & Preservation Committee with the structural work carried out by qualified preservation contractors Turner Construction (our

CM) who are experienced in working with historic masonry and structural steel. Engineering oversight or consultation may be involved to confirm structural load distribution, particularly regarding attachment to the granite foundation. Local sourcing for the new bulkhead door is being pursued, with installation led by the chosen contractor who will provide 3 vendor quotes.

B. Are any architects, consultants, contractors, archaeologists or tradespeople already under contract for this project? If so, were they competitively selected as part of a bidding or request for proposal process?

No. While we do not currently have any consultants or contractors under contract specifically for this project, we did request an estimate from Turner Construction. Turner was selected as the Construction Manager (CM) for a separate, larger restoration and preservation project at Mechanics' Hall through a competitive, invitation-only RFP process that included five applicants.

C. Which of the Secretary of the Interior's Standards for the Treatment of Historic Properties apply to this project? (Choose all that apply; click on the highlighted text to view the standards.

- | | |
|--|---|
| ☐ Standards for Restoration | ☐ Standards for Identification (survey projects) |
| ☒ Standards for Preservation | ☐ Standards for Preservation Planning |
| ☐ Standards for Archaeology Documentation | |

6) Products and Deliverables

Describe what the project will accomplish. Be specific and provide details. What will be the product of the project? (i.e "preservation plan" or "repaired siding" or "archaeological survey report"). Will the products be publicly available or visible?

This project will result in the replacement of a failing sidewalk bulkhead door and corroded steel frame at the historic Mechanics' Hall on Casco Street. The work will also include the installation of new structural support (a 3" x 3" steel angle bolted to the granite cap block) to ensure the long-term stability and safety of the new bulkhead system.

Specifically, the project will accomplish the following:

- Eliminate a public safety hazard caused by the deformed and unstable bulkhead door
- Prevent water infiltration into the basement that threatens the building's historic granite foundation
- Restore critical basement access for future infrastructure work, including a planned elevator installation and steam heating system upgrades
- Preserve the integrity and functionality of a contributing feature of the historic building

Final Product:

- New structurally supported sidewalk bulkhead door system

Public Availability/Visibility:

Yes, the product will be publicly visible from Casco Street, as the sidewalk bulkhead is part of the building's streetscape. The completed work will improve public safety and contribute to the visual and structural integrity of this important historic property. While there is no standalone preservation report or document being produced, the physical result of the project—a safe, restored, and weather-resistant bulkhead—will be clearly evident and serve the public interest in the long-term preservation of Mechanics' Hall.

7) Public Benefit

Describe how the public will benefit from the project funded by this grant.

The public will benefit from improved safety on Casco Street by eliminating a hazardous sidewalk condition, while also supporting the preservation of Mechanics' Hall, a historic community landmark. The

project protects the building's foundation, ensuring its continued use for public events, arts, and cultural programming, and maintains critical access for future upgrades that will improve the building's accessibility.

8) Project Personnel:

Attach resumes and a description of professional expertise relative to the methodology of the project for all professionals known at the time of the application who would be conducting the project. Professionals must meet the minimum qualifications as set forth in Appendix B. Be aware that a competitive process must be used to select consultants/contractors for the project. Also attach resumes for all persons to be valued for match purposes at more than the federal minimum wage.

9) Estimated Project Schedule

Provide an estimated project schedule based on a May 31, 2027 completion date. Include time for contracting, procurement, project work, billing, and report preparation. All tasks, reporting and billing must be completed, including billing and reporting, by this date. No extensions will be given.

- **November/December, 2025: Grant Award**
- **January-February, 2026: City Appropriations Process and Contract Execution**
- **March: Procurement**
- **April-May: Construction (as weather allows)**

We anticipate that the project will be completed well in advance of May 31, 2027.

10) Administration (please provide resumes if available)

a. Name and contact information of the grant administrator. **Annie Leahy: annieleahy@mainemechanics.org**

b. Name and contact information of the project manager. **Annie Leahy: annieleahy@mainemechanics.org**

c. Name and contact information of person in charge of financial management? **Annie Leahy: annieleahy@mainemechanics.org**

d. Please list up to five prior grant projects administered by this organization and address the following questions for each project: 1. Was it completed on schedule? 2. Was it completed within the approved budget? 3. Provide a reference with email or phone number.

1. **Onion Foundation**

- **Completed on time and within budget:**
- **Contact: Nat May/nat@onionfoundation.org**

2. **1772 Foundation**

- **Completed on time and within budget**
- **Contact: Brad Miller/brad@mainepreservation.org**

3. **MHPC/CLG Grant**

- **Completed on time & within budget**
- **Contact: Christy Mitchell (no longer w/MHPC)**

11) Availability of Match:

Do you already have all the required match for this project? ☒ Yes

☐ No

If the answer is "no" what percentage of the match is already in hand?

%

Please describe how any remaining match will be raised.

12) Budget:

Describe what steps you have taken to determine the project budget and ensure its accuracy. See Chapter 8 in the Grant Manual for more information.

Our Preservation & Restoration committee conducted a site inspection to assess the condition of the existing bulkhead and consulted with contractors experienced in historic preservation. Preliminary cost estimates were based on similar past projects, material pricing, and labor rates. We also factored in contingencies to ensure the budget is realistic and sufficient to complete the work to preservation standards.

APPLICATION FORM

Historic Preservation Grants

V. BUDGET AND FUNDING

Estimated Project Budget:

Grant Request: **\$13,257** Total Project Cost: **\$23,257**

In the table below provide an estimated budget for the project. The budget should include each major work element for the entire project or project phase. Item elements may include personnel, supplies, equipment, travel, printing, administration, support services, donated labor, indirect costs (if applicable), etc. Use separate lines for materials and labor. If the budget includes "contractual services," indicate what the contract will be for in the notes. The estimated budget must be detailed. Each individual involved must be listed by name and function, with hourly rate and total salary. Indicate if the service/action/item is based on an estimate. Add additional rows as necessary. See sample budget in grant manual.

A Service/Action/Item	B By Whom	C Hours or quantity	D Cost per	E Total Cost (C X D)	Notes
Exterior Vertical Enclosures (Bulkhead)	Contractor			\$2900	From Estimate
Demolition	Contractor			\$5800	From Estimate
Site Preparation	Contractor			\$750	From Estimate
General Requirments	Contractor			\$3000	From Estimate
Design Development (5%)	Contractor			\$623	From Estimate
Permit	Contractor			\$1245	From Estimate
Subguard	Contractor			\$161	From Estimate
General Conditions	Contractor			\$6400	From Estimate
Construction Contingency	Contractor			\$1044	From Estimate
Insurance	Contractor			\$767	From Estimate
Fee	Contractor			\$567	From Estimate
TOTAL				\$23,257	

APPLICATION FORM

Historic Preservation Grants

PROJECT FUNDING

In the table below indicate how the project will be paid for, including both non-federal match, the requested grant funds, and any additional funding. Match must be on a 75/25 basis to the grant request: if the project is estimated at \$20,000 then the grant request would be \$15,000.00 and the match would be at least \$5,000.00. Attach resumes for all persons to be valued for match purposes at more than the federal minimum wage. See sample project funding matrix in grant manual.

A. Service/Action/Item: copy this from the project budget. Items can be combined as needed.

B. Donor: list the names of funding sources for each budget item. For example: "Kennebec University".

b. Source: indicate where the funds are coming from (.e.g., "private donation", "capital funds"). The Commission will review source to ensure that it is eligible for non-federal match.

c. Kind: indicate the kind of funding. Choose from the following: grant, cash, cash match, in-kind, in-kind match, or indirect costs match. Please note that each kind of funding requires a separate breakout.

Service/Action/Item	Donor	Source	Kind (cash match, in-kind match, volunteer match, grant)	Amount	Notes
Bulkhead Construction	MHPC	CLG Grant	Grant	\$13,257	City of Portland will reimburse Mechanics' Hall and then seek reimbursement from MHPC
Bulkhead Construction	Mechanics' Hall	Capital Expenditures	Cash	\$10,000	
TOTAL				\$23,257	

MATCH SUMMARY

In-kind match \$
 Cash match **\$10,000**
 Other match \$
 Total Match **\$10,000**

OTHER FUNDING SOURCES

(List names and amounts)

Mechanics' Hall Capital Expenditures

Total Other Sources \$

APPLICATION FORM

Historic Preservation Grants

VI. CERTIFICATION

In making this application for Federal assistance under the provisions of the National Historic Preservation Act of 1966, I hereby acknowledge my familiarity with the requirements listed in the Maine Historic Preservation Commission *Grants Manual*. I agree that should I receive the Federal assistance herein requested, I will carry out the project according to Federal and State requirements. I certify that I am authorized to submit this application.

 10/3/2025
Signature Date

Danielle West, City Manager, City of Portland, Maine
Name & Title (Typed or Printed)
Applicant Organization

In Witness Whereof

 10/3/25
Notary Public Date

CUMBERLAND COUNTY
County
WILLIAM PROUT
Notary Public, State of Maine
My Commission Expires 7/15/2027

Reminder: The signed federal Assurances – Non-construction 424B and Construction Programs 424-D forms must accompany this application when it is e-mailed to the Commission.

CERTIFICATION (if principal personnel are not yet selected [i.e., consultants]):

This is to certify that the applicant understands that, if funded, this project will be directed by personnel meeting the minimum professional credentials for the relevant disciplines stipulated in 36 CFR Part 61.

 10/3/25
Signature Date

APPLICATION CHECKLIST

Historic Preservation Grants

APPLICANT MUST INITIAL EACH BULLET POINT TO ACKNOWLEDGE THAT THEY HAVE READ THESE INSTRUCTIONS OR REMINDERS. RETURN THIS PAGE WITH THE APPLICATION.

1. Project expenses incurred before the execution of a contract between the Applicant and the State are not reimbursable and cannot be used for match. ERS (initials)
2. Consultants or contractors cannot be hired before the grant has been awarded. Once the grant has been awarded by the Commission, the procurement of services form must be filled out for any consultant or contractor. This form requires that three consultants or contractors are invited to submit proposals for a project. If only one party responds, the Applicant must show that they contacted at least two other parties. ERS (initials)
3. All project expenses must be thoroughly accounted for in the application. For example, you must break down the cost estimate into pay per hour for each party involved and outline exactly what tasks they will be doing. If estimates are available from contractors, include copies with the application. Please include administrative time in the grant application. ERS (initials)
4. Check the math. The 1/1 federal/local match must be correct on the applications. For a \$20,000 project, a request for \$15,000 federal share requires a minimum of \$5,000 in local match. ERS (initials)
5. Regarding local match, CDBG funds are the only federal funds which may be used in combination with HPF funds. ERS (initials)
6. Has the applicant signed all signature lines on the grant applications? ERS (initials)
7. The applicant must designate one person to be the point of contact with our office. We require that grant products be sent directly to us from the local point of contact, not from the consultants who prepared them. ERS (initials)
8. If applicable, has the town's historic preservation commission been consulted regarding this grant application?
Yes ☐ No ☒ ERS (initials)
9. Publicity. There is a special paragraph which MUST be used in all authorized publications and other forms of publicity connected with projects that receive federal grants. The paragraph begins: "This publication has been financed in part with Federal funds from the National Park Service...." ERS (initials)
10. Grant Orientation Meeting. For certain grant projects, our office may require a meeting to confirm the budget and the timetable for completion, and discuss procurement requirements and reimbursement procedures. ERS (initials)

ASSURANCES – CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capabilities (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794) which, prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

Standard Form 424D (Rev. 7-97)

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11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a and 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of

wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuming compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1966 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE City Manager
APPLICANT ORGANIZATION City of Portland, Maine	DATE SUBMITTED 10/3/2025

Standard Form 424D (Rev. 7-97) Back

ASSURANCES – NON-CONSTRUCTION PROGRAMS

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PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capabilities (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794) which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

11. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
12. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
13. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
14. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
15. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
16. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-554, as amended, 7 U.S.C. §§2132 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
17. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) Which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1966 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE City Manager
APPLICANT ORGANIZATION City of Portland, Maine	DATE SUBMITTED 10/3/2025

Standard Form 424B (Rev. 7-97) Back

The National Park Service's
State, Tribal, and Local Plans & Grants
Environmental Screening Worksheet

FOR DEVELOPMENT, PRE-DEVELOPMENT AND ARCHAEOLOGY PROJECTS ONLY

This worksheet should be completed as fully as possible and returned to the Maine Historic Preservation Commission. It will then be signed by the SHPO office funding the project work and forwarded to the National Park Service for final review. The Categorical Exclusion Form (if applicable) will be reviewed and signed by the National Park Service.

A. PROJECT INFORMATION

Project Name: Mechanics' Hall Bulkhead Replacement
Project Address: 519 Congress Street, Portland, Maine 04101
Project Originator/Coordinator: City of Portland, Maine
Subgrantee/Owner: Mechancis' Hall
National Register Status: Listed – Individually, National Significance

B. PROJECT DESCRIPTION/LOCATION

Describe the project **Replace a failing sidewalk bulkhead on Casco Street, which poses a public safety hazard and allows water to leak into the basement, threatening the historic foundation. The corroded steel frame and deformed door require full replacement with proper structural support to prevent further damage and maintain critical basement access for future infrastructure repairs**

C. AREA OF POTENTIAL EFFECTS

Define your Area of Potential Effects. These are the geographic or spatial limits of the project impacts, including staging areas and adjacent properties that might be affected by a change in viewshed or project noise or vibration, for example: **Work will be limited to the area of the deteriorated bulkhead. No change in appearance is anticipated after project completion.**

D. RESOURCE EFFECTS TO CONSIDER

Consider the context, duration and intensity of effects on resources.

Are any measurable impacts possible on the following physical, natural or cultural resources?

Yes? No? Data Needed to Determine?

- | | | | |
|--|------------------------------|--|--------------------------------------|
| 1. Geological resources – soils, bedrock, streambeds, etc. | ☐ Yes | ☒ No | ☐ Data Needed |
| 2. Air quality | ☐ Yes | ☒ No | ☐ Data Needed |
| 3. Soundscapes | ☐ Yes | ☒ No | ☐ Data Needed |
| 4. Water quality or quantity | ☐ Yes | ☒ No | ☐ Data Needed |
| 5. Streamflow characteristics | ☐ Yes | ☒ No | ☐ Data Needed |

6. Marine or estuarine resources	☐ Yes	☒ No	☐ Data Needed
7. Floodplains or wetlands	☐ Yes	☒ No	☐ Data Needed
8. Land use, including occupancy, income, type of use	☐ Yes	☒ No	☐ Data Needed
9. Rare or unusual vegetation, old growth timber, riparian	☐ Yes	☒ No	☐ Data Needed
10. Species of special concern (plant/animal/state or Federal listed or proposed for listing) or habitat	☐ Yes	☒ No	☐ Data Needed
11. Unique ecosystems, biosphere reserves, World Heritage	☐ Yes	☒ No	☐ Data Needed
12. Unique or important wildlife or wildlife habitat	☐ Yes	☒ No	☐ Data Needed
13. Unique or important fish or fish habitat	☐ Yes	☒ No	☐ Data Needed
14. Introduction/promotion of non-native species	☐ Yes	☒ No	☐ Data Needed
15. Recreation resources, including supply, demand, visitation, activities, etc.	☐ Yes	☒ No	☐ Data Needed
16. Socioeconomics, including employment, occupation, income changes, tax base, infrastructure	☐ Yes	☒ No	☐ Data Needed
17. Minority and low-income populations, ethnography, size, migration patterns, etc.	☐ Yes	☒ No	☐ Data Needed
18. Energy resources	☐ Yes	☒ No	☐ Data Needed
19. Other agency, or tribal, land use plans or policies	☐ Yes	☒ No	☐ Data Needed
20. Resource, including energy, conservation potential	☐ Yes	☒ No	☐ Data Needed

E. MANDATORY CRITERIA: If implemented, would the proposal?

1. Have material adverse effects on public health or safety?	☐ Yes	☒ No	☐ Data Needed
2. Have adverse effects on such unique characteristics as historic or cultural resources; park, recreation, or refuge lands; wilderness areas; wild or scenic rivers; national natural landmarks; sole or principal drinking water aquifers; prime farmlands; wetlands; floodplains; or ecologically significant or critical areas, including those listed on the National Register or Natural Landmarks?	☐ Yes	☒ No	☐ Data Needed
3. Have highly controversial environmental effects?	☐ Yes	☒ No	☐ Data Needed
4. Have highly uncertain and potentially negative environmental effects or involve unique or unknown environmental risks?	☐ Yes	☒ No	☐ Data Needed
5. Establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects?	☐ Yes	☒ No	☐ Data Needed
6. Be directly related to other actions with individually insignificant, but cumulatively significant, environmental effects?	☐ Yes	☒ No	☐ Data Needed
7. Have adverse effects on properties listed or eligible for listing on the National Register of Historic Places?	☐ Yes	☒ No	☐ Data Needed

8. Have adverse effects on species listed or proposed to be listed on the List of Endangered or Threatened Species, or have adverse effects on designated Critical Habitat for these species? ☐ Yes ☒ No ☐ Data Needed
9. Violate a federal law, or a state, local, or tribal law or requirement imposed for the protection of the environment? ☐ Yes ☒ No ☐ Data Needed
10. Have a disproportionate, significant adverse effect on low income or minority populations (EO 12898)? ☐ Yes ☒ No ☐ Data Needed
11. Limit access to and ceremonial use of Indian sacred sites by Indian religious practitioners or adversely affect the physical integrity of such sacred sites (EO 130007)? ☐ Yes ☒ No ☐ Data Needed
12. Contribute to the introduction, continued existence, or spread of federally listed noxious weeds (Federal Noxious Weed Control Act). Contribute to the introduction, continued existence, or spread of non-native invasive species or actions that may promote the introduction, growth or expansion of the range of nonnative invasive species (EO 13112)? ☐ Yes ☒ No ☐ Data Needed

*****If you check "YES" to any of the above listed criteria you cannot claim a CE and must complete either an EA or EIS for your project to proceed. Please answer the following question:**

F. SITE VISIT

Is the person preparing this form familiar with the site, and/or has a site visit been conducted?
☒ Yes ☐ No

DEFINITIONS

[CTRL-Click here to return to page 5](#)

Administrative: support for staff

Archaeological Site Protection and Stabilization projects that protect or stabilize an archaeological site listed in the National Register.

Archaeological Testing or Excavation. These are projects needed to carry out a treatment project or to mitigate the effects of treatment work, provided that the scope of the investigation is limited to the area affected, and the National Register eligibility of the HPF grant-assisted site is not destroyed. The archeological resources may be the primary focus for the development project, or they may be one component of a development project that focuses on a building, structure, or landscape.

Architectural Plans and Specifications/Bid Documents These were commonly referred to as blueprints in the past and they graphically and narratively describe the specific steps, methods, materials and treatments to be used in the physical alteration of a building, structure or landscape. Bid Documents refer to a final set of plans and specifications that are ready to be sent to contractors/consultants for project bidding. Architectural Plans and Specifications/Bid Documents must meet the Secretary of the Interior's Standards for the Treatment of Historic Properties and be prepared by a 36 CFR Part 61 qualified Historical Architect.

Building Condition Assessment (BCA) assesses a resource's current, existing conditions on a comprehensive basis. A condition assessment will prioritize the work necessary to rehabilitate, restore or preserve a property and may also include cost estimates and or a proposed budget. These reports include a discussion on building materials, failure of these materials, code violations and ADA accessibility. Condition assessments on buildings should be prepared by a 36 CFR Part 61 qualified Historical Architect and/or engineer.

Development projects are activities that physically preserve or restore historic properties or archeological sites, and may include exterior, interior, or historic landscape work, as well as limited updating of HVAC systems. *The Secretary of the Interior's Standards for the Treatment of Historic Properties* define appropriate preservation and restoration treatments for historic properties.

Historic Structure Report (HSR) A historic structure report provides documentary, graphic, and physical information about a property's history and existing condition. Broadly recognized as an effective part of preservation planning, a historic structure report also addresses management or owner goals for the use or re-use of the property. It provides a thoughtfully considered argument for selecting the most appropriate approach to treatment, prior to the commencement of work, and outlines a scope of recommended work. The report serves as an important guide for all changes made to a historic property during a project-repair, rehabilitation, or restoration-and can also provide information for maintenance procedures. Finally, it records the findings of research and investigation, as well as the processes of physical work, for future researchers. A HSR is much more extensive than a Building Condition Assessment (BCA), although its scope may contain a BCA among other subjects. HSRs should be prepared by a 36 CFR Part 61 qualified Historical Architect or engineer or both, often with the assistance of architectural or landscape historians.

National Register *National Register Listing* projects are those that lead to the preparation of nominations to the National Register of Historic Places.

Public Education: projects include, but are not limited to:

1. Activities to increase overall public awareness of technical preservation methods and techniques having application to historic properties
2. Dissemination of information to promote working relationships with the public and private sectors to achieve HPF objectives;
3. Explanation of historic preservation planning and/or the goals of the State Plan to State and local governments and to public or private audiences throughout the State; and

4. Dissemination of the results of grant-funded work, including explanation of accomplishments, problems, and issues directly related to grant-assisted activities to the State preservation constituency.

Planning: undertaking planning studies, historic contexts, ordinance or regulation development or guidelines that support local planning goals.

Predevelopment projects usually fall into four categories: building condition assessment, historic structure report, plans and specifications/bid document, or archaeological stabilization plans. Two or more of these may be required before a development project can be funded.

Preservation. "Preservation" as defined by the *Secretary of the Interior's Standards* is the act or process of applying measures necessary to sustain the existing form, integrity, and materials of an historic property.

Restoration. "Restoration" as defined by the *Secretary of the Interior's Standards* is the act or process of accurately depicting the form, features, and character of a property as it appeared at a particular period of time by means of the removal of features from other periods in its history and reconstruction of missing features from the restoration period.

Secretary of the Interior's Standards. "Secretary of the Interior's Standards" shall mean *The Secretary of the Interior's Standards for the Treatment of Historic Properties* 1995, 36 CFR Part 68, or the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation, 1983, 48 CFR 44716 and the specific standards and guidelines for Preservation Planning, Identification, Evaluation, Registration, and Documentation (historical, architectural and engineering, archaeological) that it encompasses.

Survey and Identification projects inventory either above ground resources such as buildings or below ground resources such as archaeological sites.

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MEMORANDUM
City Council Agenda Item

FROM: Kevin Kraft, Director

DATE: January 27, 2026

SUBJECT: Order 130-25/26 Approving the Service Contract Between the Maine Historic Preservation Commission and the City of Portland and Accepting and Appropriating a Pass-Through Grant in the Amount of \$14,332 to the Fifth Maine Regiment Museum - Sponsored by Danielle 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

Final Action

Can action be taken at a later date: No

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

PRESENTATION: The Director of Planning and Urban Development and the Historic Preservation Program Manager will be present to provide information or answer questions as needed.

I. SUMMARY

The City of Portland was awarded this Certified Local Government (CLG) grant by the Maine Historic Preservation Commission (MHPC).

II. AGENDA DESCRIPTION

On October 30, 2025, the City of Portland was awarded a \$14,332 grant award from the Maine Historic Preservation Commission (MHPC), which will be administered as a pass-through grant to the Fifth Maine Regiment Museum for pre-development work for the future foundation repair of the Fifth Maine Museum on Peaks Island. The Fifth Maine Regiment Museum will provide \$4,778 in matching funds. As a pass-through grant, the City will not be providing any funds to the project.

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

III. BACKGROUND

As a CLG since 2004, the City of Portland may submit CLG grant applications to the MHPC. This pool of grant funding is limited to Maine's eleven CLGs and requires only a 25% match. CLG grants are funded through the Federal Historic Preservation Fund. Previous CLG grants awarded to the city have supported the Historic Preservation Program Manager position, supported restoration of the Lincoln Park Fence, and been utilized as pass-through grants to support preservation efforts by local non-profits such as the Committee to Restore the Abyssinian Church, the Tate House Museum, and Mechanics Hall.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The intended outcome of this grant is that the Fifth Maine Museum will be able to prepare plans for necessary repairs to the building's foundations. This pass-through project will support this nonprofit in maintaining and improving its historically and architecturally significant buildings.

V. FINANCIAL IMPACT

There is no commitment of any funds by the City for this pass-through grant.

VI. STAFF ANALYSIS AND BACKGROUND

Staff support acceptance of the grant as it will support a nonprofits in the City in maintaining their historically designated Landmark buildings.

Fifth Maine Museum

The Fifth Maine Museum is a 501(c)3 non-profit established in 1955. The Museum stewards the 1888 Fifth Maine Regiment Memorial Building which is a locally-designated Landmark. The Museum houses collections and displays exhibits that focus on telling the story of the Civil War Fifth Maine Volunteer Infantry Regiment and the history of Peaks Island. In addition, the museum serves as a community hub, hosting public and private events, with use of the space being made available to other non-profits free-of-charge. Additionally, the porch and grounds are maintained and opened to the public year-round.
<https://www.fifthmainemuseum.org/>

VII. RECOMMENDATION

Staff recommend that the City Council accept the three grants awarded by MHPC.

VIII. LIST ATTACHMENTS

1. Order - Approving CLG Grant for Fifth Maine Museum
2. Service Contract re Fifth Maine Museum CLG Grant_FINAL 011526
3. CLG Grant Cover Letter - Fifth Maine Museum
4. CLG Grant Application - Fifth Maine Museum

Prepared by:

Kevin Kraft, Director

Date: 01/27/2026

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 THE SERVICE CONTRACT BETWEEN THE MAINE
HISTORIC PRESERVATION COMMISSION AND THE CITY OF PORTLAND AND
ACCEPTING AND APPROPRIATING A PASS-THROUGH GRANT IN THE AMOUNT
OF \$14,332 TO THE FIFTH MAINE REGIMENT MUSEUM**

ORDERED, that a \$14,332 grant from the Maine Historic Preservation Commission is hereby accepted and that amount appropriated for a subgrant to the Fifth Maine Regiment Museum for pre-development work for the future foundation repair of the Fifth Maine Museum on Peaks Island; and

BE IT FURTHER ORDERED, that the attached Service Contract between the Maine Historic Preservation Commission and the City of Portland to provide a \$14,332 pass-through grant to the Fifth Maine Regiment Museum is hereby approved in substantially the form attached hereto; and

BE IT FURTHER ORDERED, that the City Manager or designee is hereby authorized to execute the Service Contract and whatever documents are necessary or convenient to effect the intent and purpose of this order.



SERVICE CONTRACT

DATE: 11/14/2025	CONTRACT AMOUNT: \$14,332.00
ADVANTAGE CONTRACT #: 20251114000000001177	
DEPARTMENT AGREEMENT #: ME-25-10011	
START DATE: 11/12/2025	END DATE: 3/15/2027

This Contract is between the following State of Maine Department and Provider:

STATE OF MAINE DEPARTMENT		
DEPARTMENT NAME: Maine Historic Preservation Commission		
ADDRESS: 10 Water Street, 65 SHS		
CITY: Hallowell	STATE: Maine	ZIP CODE: 04347
PROVIDER		
PROVIDER NAME: City of Portland		
ADDRESS: 389 Congress Street		
CITY: Portland	STATE: ME	ZIP CODE: 04101
PROVIDER'S VENDOR CUSTOMER #: VC0000259476		

Each signatory below represents that the person has the requisite authority to enter into this Contract.

Department Representative:

Provider Representative:

Kirk F. Mohnhey 11/18/2025
BY: Kirk F. Mohnhey, Director Date

BY: Name and Title Date

The contract is fully executed when all parties sign and funds have been encumbered. Upon final approval by the Office of State Procurement Services, a case details page will be made part of this contract.

DEPARTMENT AND PROVIDER POINT OF CONTACT

CONTRACT ADMINISTRATOR: The following person is designated as the Contract Administrator on behalf of the Department for this Contract. All financial reports, invoices, correspondence and related submissions from the Provider as outlined in Rider A, Reports, shall be submitted to:

NAME: Kirk Mohny		
EMAIL: kirk.mohny@maine.gov	TELEPHONE: 207-287-3811	
ADDRESS: 10 Water Street, 65 SHS		
CITY: Hallowell	STATE: Maine	ZIP CODE: 04347

PROGRAM ADMINISTRATOR: (Program Administrator section is optional.)

The following person is designated as the Program Administrator. This person will be able to respond to routine questions pertaining to the Contract; they will not be able to alter the scope of the Contract.

NAME:		
EMAIL:	TELEPHONE:	
ADDRESS:		
CITY:	STATE:	ZIP CODE:

PROVIDER CONTACT: The following person is designated as the Contact Person on behalf of the Provider for this Contract. All contractual correspondence from the Department shall be submitted to:

NAME:		
EMAIL:	TELEPHONE:	
ADDRESS:		
CITY:	STATE:	ZIP CODE:

TABLE OF RIDERS

The following riders are hereby incorporated into this Contract and made part of it by reference. *(Riders A, B, and G are required. Check all others that apply.)*

☒	Funding Rider
☒	Rider A – Scope of Work
☒	Rider B – Terms and Conditions
☒	Rider C - Exceptions
☒	Rider D – Included at Department’s Discretion
☒	Rider E – Included at Department’s Discretion
☒	Rider F – Included at Department’s Discretion
☒	Rider G – Identification of Country in Which Contracted Work will be Performed
☐	Business Associate Agreement – Included at Department’s Discretion
☐	Other – Included at Department’s Discretion

FUNDING RIDER

Internal Purposes Only

CODING: (Departments - Attach separate sheet as needed for additional coding.)

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	APPR FUNDING	FISCAL YEAR
\$14,332.00	013	94P	1655	26	6401	1655G	F2025		

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	APPR FUNDING	FISCAL YEAR
\$									

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	APPR FUNDING	FISCAL YEAR
\$									

FUNDING TOTAL: \$

The sources of funds and compliance requirements for this Contract follow:

State General Fund \$
Dedicated/Special Revenue \$
Federal Funds \$ 14,332.00

RIDER A: SCOPE OF WORK

TABLE OF CONTENTS

- I. Acronyms
- II. Introduction/Overview
- III. Deliverables
- IV. Performance Measures
- V. Reports

I. ACRONYMS/DEFINITIONS:

The following terms and acronyms shall have the meaning indicated below as referenced in this Contract:

COMMONLY KNOWN ACRONYMS AND DEPARTMENT ABBREVIATIONS	
BAA	Business Associate Agreement
Contract	Formal and legal binding agreement
Department	State of Maine Department Entering into this Contract
Provider	Organization providing services under this Contract
State	State of Maine

II. INTRODUCTION/OVERVIEW:

The purpose of this Contract is to provide funding for the Fifth Maine Museum to engage the services of a qualified engineer who will develop drawings and specifications for structural repairs to the building's foundation, thermal envelope, an waterproofing in order for the museum to develop a plan and fundraising efforts for the work to be carried out in subsequent years.

The funding for this grant originates in the Historic Preservation Fund (HPF), a National Park Service, Department of the Interior grant-in-aid, and is awarded to non-profit entities or units of government through a competitive process.

The Department will pay the Provider as follows:

On a reimbursement basis up to the contract amount with documentation of allowable expenditures made and sufficient Provider match amount per reimbursement request. Payments are subject to the Provider's compliance with all items set forth in this Agreement and subject to the availability of funds. The Department will process approved payments within 30 days. See Rider F for additional payment details.

The Provider shall undertake this project in accordance with the Provider's 2025 Historic Preservation Grant Application as submitted to the Commission.

SCOPE OF WORK

The Provider agrees to conduct the Fifth Maine Museum Engineering Specifications Project in accordance with the 2025 Historic Preservation Grant Manual and the following provisions:

- Contract with a licensed engineer to prepare drawings and specifications for the structural, thermal envelope, and waterproofing work on the Fifth Maine Museum building's substructure. These documents must detail the exact scope of development work to be carried out and must be accurately drawn to scale so that measurements can be verified at the project site. Plans and specifications must define the project so that all aspects of work can be understood by objective reviewers familiar with the applicable Secretary of the Interior's Standards for the Treatment of Historic Properties. The plans and specifications must demonstrate conformity with those "Standards" and specify the treatment proposed.
- Submit a draft copy (50%) of the plans and specification to the Commission to review for conformance with the Standard "preservation".

In addition, the Applicant agrees to:

- Complete and submit interim reports and the final report as per the timetable below.
- Understand that the stipulated scope of work and products can only be changed by means of prior written approval by the Commission.

DELIVERABLES

- One hard copy (11"x17") and one digital copy (thumb drive) of the 100% approved drawings and specifications, prepared and labeled as per the Publications/Deliverables Submission Guidelines in Rider E.

RIDER B: TERMS AND CONDITIONS

1. **INVOICES AND PAYMENT.** Department will pay the Provider as follows: Payment terms are net 30 days from the date the State receives an error-free invoice with all necessary and complete supporting documents.

All invoices must include the following:
 - A. Advantage Contract numbers for this contract.
 - B. Vendor Code number assigned when registering as a vendor with the State of Maine. This number appears on all Contracts and Purchase Orders and can be acquired from the agency contact.
 - C. Itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State.
 - D. In cases where hourly rates of contracted resources are concerned, invoices must contain a copy or copies of time sheets associated with that invoice. Time sheets will need to be reviewed and approved by the State's contract administrator.

2. **BENEFITS AND DEDUCTIONS.** If the Provider is an individual, the Provider understands and agrees that they are an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for their Income Tax records.

3. **INDEPENDENT CAPACITY.** In the performance of this Contract, the parties hereto agree that the Provider, and any agents and employees of the Provider, shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.

4. **DEPARTMENT'S REPRESENTATIVE.** The Contract Administrator shall be the Department's representative during the period of this Contract. The Contract Administrator has authority to curtail services if necessary to ensure proper execution. They shall certify to the Department when payments under the Contract are due and the amounts to be paid. They shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.

5. **CHANGES IN THE WORK.** The Department may order changes in the work, the Contract Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Procurement Review Committee. Said amendment must be effective prior to the execution of the changed work.

6. **SUB-CONTRACTORS**. The Provider may not enter into any subcontract for the work to be performed under this Contract without the express written consent of the Department. This provision shall not apply to contracts of employment between the Provider and its employees.

The Provider is solely responsible for the performance of work under this Contract. The approval of the Department for the Provider to subcontract for work under this Contract shall not relieve the Provider in any way of its responsibility for performance of the work.

All Subcontractors shall be bound by the terms and conditions set forth in this Contract. The Provider shall give the State immediate notice in writing of any legal action or suit filed, and prompt notice of any claim made against the Provider by any Subcontractor, which may result in litigation related in any way to this Contract, or which may affect the performance of duties under this Contract.

7. **SUBLETTING, ASSIGNMENT OR TRANSFER**. The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without the written request and written approval from the Department. Such approval shall not in any case relieve the Provider of its responsibility for performance of work or liability under this Contract.

8. **EQUAL EMPLOYMENT OPPORTUNITY**. During the performance of this Contract, the Provider certifies as follows:

- A. The Provider shall not discriminate against any employee or applicant for employment relating to this Contract because of race, color, religious creed, sex, national origin, familial status, ancestry, age, physical or mental disability, sexual orientation, or gender identity, unless related to a bona fide occupational qualification.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

- B. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Contract, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, familial status, ancestry, age, physical or mental disability, sexual orientation, or gender identity.

- C. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining Contract, or other Contract or understanding, whereby it is furnished with labor for the performance of this Contract a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- D. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine

Human Rights Commission, EEOC, Office of Civil Rights, etc.) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.

- E. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.
- F. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each Subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

- 9. CONFLICT OF INTEREST.** The Provider warrants that no State employee has or will receive any direct or indirect pecuniary interest in or receive or be eligible to receive, directly or indirectly, any benefit that may arise from this Contract, for any employee who participated in any way in the solicitation, award or administration of this Contract according to [Title 5 MRS §18-A, \(2\)](#) and in harmony with [Title 17 MRS §3104](#). Any contract made in violation of these sections is void.

The Provider certifies that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of its services hereunder. The Provider further certifies that in the performance of this Contract, no person having any such known interests shall be employed.

- 10. EMPLOYMENT AND PERSONNEL.** The Provider shall not engage on a full-time, part-time or other basis during the period of this Contract, any executive employee who participated in any way in the solicitation, award or administration of this Contract according to [Title 5 MRS §18-A, \(2\)](#) and in harmony with [Title 17 MRS §3104](#). Any contract made in violation of these sections is void.

- 11. NON-COLLUSION.** The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Contract and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award of this Contract.

And, the Provider has not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services, and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

For breach or violation of this provision, the Department shall have the right to terminate this Contract without liability or, at its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

- 12. ACCESS TO RECORDS.** As a condition of accepting a Contract for services under this section, a Provider must agree to treat all records, other than proprietary information, relating to personal

services work performed under the Contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the Department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the Provider and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the Contract and information concerning employee and Contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Contract and make such materials available at its offices at all reasonable times during the period of this Contract and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.

- 13. TERMINATION.** The performance of work under this Contract may be terminated by the Department whenever for any reason the Contract Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be affected by the delivery to the Provider of a Notice of Termination specifying the date on which such termination becomes effective.

Either party may terminate this Contract for cause by providing a written notice of termination stating the reason for the termination a minimum of thirty (30) calendar day ahead of the effective date of the termination. As part of the thirty (30) calendar days written notice of termination, the defaulting party shall have fifteen (15) calendar days to cure the default. If the default is of such a nature that it cannot be cured within fifteen (15) calendar days, the defaulting party shall have such additional time, as the parties may agree to, to cure the default, provided the defaulting party has taken steps to cure the default within the initial fifteen (15) calendar days.

Upon termination, the Department shall pay the Provider for work performed by the Provider prior to the date of Notice of Termination.

- 14. GOVERNMENTAL REQUIREMENTS.** The Provider warrants and represents that it will comply with all applicable governmental ordinances, laws and regulations.

- 15. GOVERNING LAW.** This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought in the State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

- 16. STATE HELD HARMLESS.** The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all third party claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.

- 17. NOTICE OF CLAIMS.** The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to this Contract or which may affect the performance of duties under this Contract, and prompt notice of any claim made against the Provider by any Subcontractor which may result in litigation related in any way to this Contract or which may affect the performance of duties under this Contract.
- 18. APPROVAL.** This Contract must be approved by the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.
- 19. INSURANCE REQUIREMENT.** The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Contract with adequate liability coverage to protect itself and the Department from suits. Providers insured through a “risk retention group” insurer prior to July 1, 1991, may continue under that arrangement. Prior to or upon execution of this Contract, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.
- A. Other Provisions - Unless explicitly waived by the Department, the insurance policies shall contain, or be endorsed to contain, the following provisions:
 - i. The Provider’s insurance coverage shall be the primary and non-contributory. Any insurance or self-insurance maintained by the Department for its officers, agents, and employees shall be in excess of the Provider's insurance and shall not contribute to it.
 - ii. The Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - iii. The Provider shall furnish the Department with certificates of insurance, and with those endorsements, if any, affecting coverage, required by these Insurance Requirements. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Department before this Contract commences. The Department reserves the right to require complete, certified copies of all required insurance policies at any time.
 - iv. All policies should contain a revised cancellation clause allowing thirty (30) days notice to the Department in the event of cancellation for any reason, including nonpayment.
 - v. The Department will not grant the Provider, or any sub-contractor of the Provider, “Additional Insured” status and the Department will not grant any Provider a “Waiver of Subrogation”.
- 20. NON-APPROPRIATION.** Notwithstanding any other provision of this Contract, if the State does not receive sufficient State, Federal, or other sources of funds to fund this Contract and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from State or Federal legislative, executive or judicial bodies, then the State is not obligated to make payment under this Contract.
- 21. SEVERABILITY.** The invalidity or unenforceability of any particular provision, or part thereof, of this Contract shall not affect the remainder of said provision or any other provisions, and this Contract shall be construed in all respects as if such invalid or unenforceable provision or part

thereof had been omitted.

22. ORDER OF PRECEDENCE. In the event of a conflict between the documents comprising this Contract, the Order of Precedence shall be:

- Rider C Exceptions
- Rider B Terms and Conditions
- Rider A Scope of Work
- Funding Rider
- Rider D Included at Department's Discretion
- Rider E Included at Department's Discretion
- Rider F Included at Department's Discretion
- Rider G Identification of Country in which contracted work will be performed
- Business Associate Agreement included at Department's Discretion
- Other Included at Department's Discretion

23. FORCE MAJEURE. The performance of an obligation by either party shall be excused in the event that performance of that obligation is prevented by an act of God, act of war, riot, fire, explosion, flood, pandemic or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party.

24. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Contract up to any amounts due and owing to the State with regard to this Contract, any other Contract with any State department or agency, including any Contract for a term commencing prior to the term of this Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

25. ENTIRE CONTRACT. This document contains the entire Contract of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Contract that any implied waiver occurred between the parties, which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Contract, or to exercise an option or election under the Contract, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Contract shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Contract or at law.

26. AMENDMENT. No changes, modifications, or amendments in the terms and conditions of this Contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Provider.

27. DEBARMENT AND PERFORMANCE CERTIFICATION. By signing this Contract, the Provider certifies to the best of Provider's knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Contract:

- A. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
- B. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
 - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
 - ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 - iv. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.

28. STATE PROPERTY. The Provider shall be responsible for the proper custody, care and return of any Department or State-owned property furnished or state-funded for the Provider's use in connection with the performance of this Contract, and the Provider will reimburse the Department for its loss or damage, normal wear and tear excepted.

29. CYBERSECURITY AND PROHIBITED TECHNOLOGIES. Through the execution of this contract, the Provider certifies that the aforementioned organization, its principals and any subcontractors named in this Contract:

- A. is not a foreign adversary business entity, <https://www.maine.gov/oit/prohibited-technologies>, [Title 5 M.R.S. §2021 \(3\)](#); and
- B. is not on the list of prohibited companies or does not obtain or purchase any information or communications technology or services included on the list of prohibited information and communications technology and services <https://www.maine.gov/oit/prohibited-technologies>, [Title 5 M.R.S. §2030-B](#).

Contracts entered into by a state agency in violation of Title 5 M.R.S. §2030-B are void. A person who executes this contract in violation of this section commits a civil violation for which a fine may be adjudged in an amount that is twice the amount of this contract or \$250,000, whichever is greater, (Title 5 M.R.S., §2030-A).

30. CONFIDENTIALITY.

- A. Subject to the Maine Freedom of Access Act (FOAA), [Title 1 M.R.S. §400](#) et seq., "confidential information" means non-public information designated as protected from disclosure under state or federal law. Confidential information given to the Provider by the Department, or acquired by the Provider on behalf of the Department, whether in verbal,

written, electronic, or any other format, shall be subject to the requirements herein. The term “confidential information” does not include any information or documentation that is subject to disclosure under FOAA.

- B. In conformance with applicable Federal and State statutes, regulations, and ethical standards, the Provider and the Department shall take all necessary steps to protect confidential information regarding all persons served by the Department, including the proper care, custody, use, and preservation of records, papers, files, communications, and any such items that may reveal confidential information about persons served by the Department, or whose information is utilized in order to accomplish the purposes of this Contract.
 - C. In the event of a breach of this confidentiality provision, the Provider shall notify the Contract Administrator immediately.
 - D. The Provider shall comply with the [Maine Public Law, Title 10, Chapter 210-B \(Notice of Risk to Personal Data Act\)](#).
- 31. TARIFFS.** Any price increases implemented by the provider due to the imposition of tariffs shall remain in effect only for the duration that such tariffs are in place. In the event of the repeal or reduction of any applicable tariff(s), the provider shall immediately return to the original price list or make a proportional reduction in the price to reflect the decrease in tariff(s). Price adjustments under this clause shall be made in good faith and without undue delay upon confirmation via documents reflecting tariff changes.

RIDER C
Exceptions

1. Add the following language to the end of Section 13 "TERMINATION" of Rider B:

"The Provider may terminate this Agreement, in whole or in part, for good cause, including but not limited to, loss of personnel or funding to provide the services hereunder, upon no less than thirty (30) days prior written notice to the Department."

2. Insert the following language after the last sentence of Section 16 "STATE HELD HARMLESS" of Rider B:

"The Provider's obligations under this Agreement are subject to and limited by the defenses, immunities, and limitations of liability available to the Provider under the Maine Tort Claims Act, 14 M.R.S.A. §8101 et seq. and other applicable law."

3. Add the following language to Section 19 "INSURANCE REQUIREMENT" in Rider B:

"The Provider is insured for general liability pursuant to the Maine Tort Claims Act through MMA's risk pool, and upon request, will provide the Department with a Certificate of Membership demonstrating proof of coverage, which shall satisfy the requirements of this Section."

4. #11 and #22 of the Section titled "PROGRAM SPECIFIC REQUIREMENTS" in Rider D do not apply to this Agreement.

RIDER D

SPECIFICATIONS OF WORK TO BE PERFORMED and COMPLIANCE INFORMATION

In addition to what is noted on the cover page of this contract, the Maine Historic Preservation Commission is also hereby referred to as the "Commission" or the "Grantee" and the Provider is also hereby referred to as the "Recipient" or "Subrecipient". The Commission and the Provider mutually agree as follows:

The Provider has been awarded a U.S. Department of the Interior Historic Preservation Fund (HPF) grant-in-aid in an amount not to exceed the dollar value shown on the cover page of this contract, for the purpose of **sub-granting financial support to the City of Portland to support the development of foundation, thermal envelope and waterproofing engineering drawings and specifications for the Fifth Maine Museum on Peaks Island** in accordance with the scope of work, and timetable provided with this contract. These federal funds must be matched by a minimum of \$4,778.00.

This grant award is made pursuant to, and recipients must adhere to the Department of the Interior Standard Terms and Conditions located at <https://www.doi.gov/grants/doi-standard-terms-and-conditions>.

ARTICLES

1. Department of the Interior Standard Terms and Conditions 2 CFR 200, 2 CFR 1402

Recipients must comply with all applicable federal statutes, regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars. Any inconsistency or conflict in Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this Award will be resolved according to the following order of precedence: federal laws, Executive Orders, federal regulations, applicable notices published in the Federal Register, OMB circulars, Treasury's Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions.

DOI terms and regulatory requirements are located at:

- <https://www.doi.gov/grants/doi-standard-terms-and-conditions>
- eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- eCFR :: 2 CFR Part 1402 -- Financial Assistance Interior Regulation, Supplementing the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

2. Responsibilities of the Parties

The Recipient agrees to:

- a. Carry out the Statement of Work in accordance with the terms and conditions stated herein. The recipient shall adhere to Federal, state, and local laws, regulations, and codes, as applicable.
- b. Perform work in accordance with the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation* in the assigned mandatory program areas as defined by the National Historic Preservation Act.
- c. Ensure subrecipients understand they are subject to the requirements of 2 CFR 200.1 "Subaward", 200.101 Applicability, and 200.331 Requirements for pass-through entities.
- d. Record their procurement of qualified consultants and contracts in accordance with 2 CFR 200.317.

3. Cost-Share Requirement

Non-Federal cost-share is required for costs incurred under this Agreement, as identified in the attached project budget.

4. Recipient Cost Share or Match.

Any non-Federal share, whether in cash or in-kind, is expected to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the Commission based on sufficient documentation demonstrating previously determined plans for or later commitment of cash or in-kind contributions. In any case, the Recipient must meet their cost share commitment over the life of the award.

5. Prior Approval

The Recipient shall obtain prior approval for budget and program revisions, in accordance with 2 CFR 200.308.

6. Modification, Remedies For Noncompliance Termination

- a. This Agreement may be modified at any time, prior to the expiration date, only by a written instrument executed by the Commission.
- b. Additional conditions may be imposed by Commission if it is determined that the Recipient is non-compliant to the terms and conditions of this agreement. Remedies for Noncompliance can be found in 2 CFR 200.339.
- c. This Agreement may be terminated consistent with applicable termination provisions for Agreements found in 2 CFR 200.340 through 200.343.

7. Ensuring The Future Is Made In All Of America By All Of America's Workers Per E.O. 14005 (Dated January 25, 2021).

Per Executive Order 14005, entitled "Ensuring the Future is Made in All of America by All of America's Workers" the Recipient shall maximize the use of goods, products and materials produced in, and services offered in, the United States, and whenever possible, procure goods, products, materials, and services from sources that will help American businesses compete in strategic industries and help America's workers thrive.

8. Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. §794 (d))

While the requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), do not apply to financial assistance agreements, the NPS is subject to the Act's requirements that all documents posted on an NPS or NPS-hosted website comply with the accessibility standards of the Act. Accordingly, final deliverable reports prepared under this agreement and submitted in electronic format must be submitted in a format whereby NPS can easily meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. *NOTE: Interim progress reports and financial reports are not considered final deliverables and therefore the following requirements do not apply.*

All electronic documents prepared under this Agreement must meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. The Act requires that all electronic products prepared for the Federal Government be accessible to persons with disabilities, including those with vision, hearing, cognitive, and mobility impairments. View Section 508 of the Rehabilitation Act, Standards and Guidelines for detailed information (<https://www.access-board.gov/guidelines-andstandards/communications-and-it/about-the-ict-refresh/final-rule/text-of-the-standards-and-guidelines>).

The following summarizes some of the requirements for preparing NPS reports in conformance with Section 508 for eventual posting by NPS to an NPS-sponsored website. For specific detailed guidance and checklists for creating accessible digital content, please go to <https://section508.gov/create>. All accessible digital content must conform to the requirements and techniques of the Web Content Accessibility Guidelines (WCAG) 2.0 or later (<https://www.w3.org/WAI/standards-guidelines/wcag/>), Level AA Success Criteria.

a. Electronic documents with images

Provide a text equivalent for every non-text element (including photographs, charts and equations) in all publications prepared in electronic format. Use descriptions such as "alt" and "longdesc" for all non-text images or place them in element content. For all documents prepared, vendors must prepare one standard HTML format as described in this statement of work AND one text format that includes descriptions for all non-text images. "Text equivalent" means text sufficient to reasonably describe the image. Images that are merely decorative require only a very brief "text equivalent" description. However, images that convey information that is important to the content of the report require text sufficient to reasonably describe that image and its purpose within the context of the report.

b. Electronic documents with complex charts or data tables

When preparing tables that are heavily designed, prepare adequate alternate information so that assistive technologies can read them out. Identify row and column headers for data tables. Provide the information in a non-linear form. Markups will be used to associate data cells and header cells for data tables that have two or more logical levels of row and column headers.

c. Electronic documents with forms

When electronic forms are designed to be completed on-line, the form will allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

9. Lobbying Prohibition.

18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107–273, Nov. 2, 2002 Violations of this section shall constitute violations of section 1352(a) of title 31. In addition, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110–161) also apply.

10. Anti-Deficiency Act.

Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

11. Assignment.

No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.

12. Member of Congress.

Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.

13. Agency.

The Recipient is not an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will the Recipient represent its self as such to third parties. NPS employees are not agents of the Recipient and will not act on behalf of the Recipient.

14. Non-Exclusive Agreement.

This Agreement in no way restricts the Recipient or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.

15. Partial Invalidity.

If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

16. No Employment Relationship.

This Agreement is not intended to and shall not be construed to create an employment relationship between NPS and Recipient or its representatives. No representative of Recipient shall perform any function or make any decision properly reserved by law or policy to the Federal government.

17. No Third-Party Rights.

This Agreement creates enforceable obligations between only NPS and Recipient. Except as expressly provided herein, it is not intended nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.

18. Rights in Data.

The Recipient must grant the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Recipient, its employees or any individual or concern **specifically employed or assigned to originate and prepare such material.**

19. Conflict of Interest

a. Applicability.

1. This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.
2. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR 200.318 apply.

- b. Requirements.
 - 1. Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.
 - 2. In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.
 - 3. No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.
- c. Notification.
 - 1. Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of interest..
- d. Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients.
- e. Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC 1352.
- f. Review Procedures. The Financial Assistance Officer will examine each conflict of interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement, and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it. Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

20. Geospatial Data

Geospatial Data Act of 2018, Pub. L. 115-254, Subtitle F – Geospatial Data, §§ 751-759C, codified at 43 U.S.C. §§2801-2811 – Federal recipient collection of geospatial data through the use of the Department of the Interior financial assistance funds requires a due diligence search at the GeoPlatform.gov list of datasets to discover whether the needed geospatial-related data, products, or services already exist. If the required data set already exists, the recipient must use it. If the required data is not already available, the recipient must produce the proposed geospatial data, products, or services in compliance with applicable proposed guidance and standards established by the Federal Geospatial Data Committee (FGDC) posted at www.fgdc.gov.

21. Patents and Inventions

Recipients of agreements which support experimental, developmental, or research work shall be subject to applicable regulations governing patents and inventions, including the governmentwide regulations issued by the Department of Commerce at 37 CFR 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements. These regulations do not apply to any agreement made primarily for educational purposes.

22. General And Special Provisions

- a. **OMB Circulars and Other Regulations.** The following Federal regulations are incorporated by reference into this Agreement (full text can be found at <http://www.ecfr.gov>):
 - i. Administrative Requirements:
2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
 - ii. Determination of Allowable Costs:

2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E; and

iii. Audit Requirements:

2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F.

iv. Code of Federal Regulations/Regulatory Requirements:

- [2 CFR Part 182 & 1401 "Government-wide Requirements for a Drug-Free Workplace"](#);
- 2 CFR Part 180 & 1400, "Non-Procurement Debarment and Suspension", previously located at 43 CFR Part 42, "Government wide Debarment and Suspension (NonProcurement)";
- [43 CFR 18, "New Restrictions on Lobbying"](#);
- [2 CFR Part 175, "Trafficking Victims Protection Act of 2000"](#);
- FAR Clause 52.203-12, Paragraphs (a) and (b), Limitation on Payments to Influence Certain Federal Transactions;
- 2 CFR Part 25, System for Award Management (www.SAM.gov) and Data Universal Numbering System (DUNS); and
- 2 CFR Part 170, "Reporting Subawards and Executive Compensation".

- b. **Non-Discrimination.** All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. §§2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
- c. **Minority Business Enterprise Development.** Pursuant to Executive Order 12432 it is national policy to award a fair share of contracts to small and minority firms. NPS is strongly committed to the objectives of this policy and encourages all recipients of its Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with the Executive Order.
- d. **Survival.** Any and all provisions which, by themselves or their nature, are reasonably expected to be performed after the expiration or termination of this Agreement shall survive and be enforceable after the expiration or termination of this Agreement. Any and all liabilities, actual or contingent, which have arisen during the term of and in connection with this Agreement shall survive expiration or termination of this Agreement.
- e. **Captions and Headings:** The captions, headings, article numbers and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provision of this Agreement nor in any way affecting this Agreement.

23. Executive Orders and Department of the Interior Secretary Orders

Recipients must comply with all applicable Presidential Executive Orders found at:

<https://www.whitehouse.gov/presidentialactions/>

and all applicable DOI Secretary's Orders found at: <https://www.doi.gov/document-library/secretary-order> that are in effect at the time of award, or that may take effect during the period of performance of the award.

PROGRAM SPECIFIC REQUIREMENTS

1. Retention and Access Requirements for Records.

All Recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 2 CFR Part 200.333-200.337 and the Historic Preservation Fund Grants Manual.

2. NAGPRA Costs Are Unallowable

Cost related to Native American Graves Protection and Repatriation Act (NAGPRA) activities are unallowable under this agreement. Funds for NAGPRA activities are available through the NPS National NAGPRA Program.

3. Allowable and Eligible Costs.

Expenses charged against awards under the Agreement may not be incurred prior to the beginning of the Start Date of the Agreement, and may be incurred only as necessary to carry out the approved objectives, scope of work and budget with prior approval from the Commission. The Recipient shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.

Eligible costs under this award are as described in this Notice, 2 CFR 200, and the Historic Preservation Fund Grants Manual (HPF Manual).

For this program eligible costs also include:

- a. Projects under the eligible program areas as defined by the National Historic Preservation Act (NHPA): Administration, Local Government Certification, Development/Covenants, National Register, Planning, Review & Compliance, Survey & Inventory, and Tax Incentives;
- b. Administrative costs necessary to complete and administer the grant requirements;
- c. Rehabilitation of properties;
 - i. Eligible properties include historic districts, buildings, sites, structures and objects listed in the National Register of Historic Places or applicable Tribal Register;
 - ii. All work must meet the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation; and
 - iii. All projects receiving repair assistance must enter into a preservation agreement/covenant/easement
- d. Survey and Inventory of historic resources to determine eligibility;
- e. Cost for administering an easement/covenant for the property;
- f. Cost for any required audits or financial requests;
- g. Cost for the production of project signs;
- h. Costs for public notice of grant opportunities;
- i. Costs associated with required training or reporting; and/
- j. Any other costs as determined eligible by the NPS in accordance with the OMB circulars, NPS policies, and the Historic Preservation Fund Grants Manual.

4. Publicity & Press Releases

Press releases about this project must acknowledge the grant assistance provided by the Historic Preservation Fund and the National Park Service, and copies of the press releases must be provided to the NPS. The Recipient must transmit notice of any public ceremonies planned to publicize funded or related projects in a timely enough manner so that the NPS, Department of the Interior, Congressional or other Federal officials can attend if desired. All publicity and press releases related to activities funded with this award should include a statement that funding for the activity was provided (in part or in whole) by the Historic Preservation Fund (HPF) administered by the National Park Service.

5. Requirement for Project Sign & Public Notification

As stipulated in 36 CFR Part 800, public views and comments regarding all Federally-funded undertakings on historic properties must be sought and considered by the authorizing Federal agency. Therefore, the grantee is required to post a public notification regarding the undertaking under this grant in one or more of the major newspapers or news sources that cover the area affected by the project within 30 days of obligating any contracts or subgrants. A copy of the posted release must be submitted to NPS within 30 days of the posting.

HPF funded development projects must create public notification of the project in the form of a project sign, website posting, and proper credit for announcements and publications as appropriate. The sign/notification must be of reasonable and adequate design and construction to withstand weather exposure (if appropriate); be of a size that can be easily read from the public right-of-way; and be accessible to the public throughout the project term as stipulated in this Grant Agreement. At a minimum, all notifications must contain the following statement:

"[Project Name] is being supported in part by the Historic Preservation Fund administered by the National Park Service, Department of the Interior and the Maine Historic Preservation Commission."

Additional information briefly identifying the historical significance of the property and recognizing other contributors is encouraged and permissible. The NPS arrowhead logo may only be used in conjunction with the HPF approved signage format that can be provided upon request. Any other use of the logo is prohibited.

6. Funding Acknowledgement

The grantee must include acknowledgment of grant support from the Historic Preservation Fund of the National Park Service, Department of Interior, in all deliverables and publications concerning NPS grant supported activities as referenced in the Statement of Work.

All deliverables must contain the following disclaimer and acknowledgement:

"This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior under Grant Number P25AF00996 and Maine Historic Preservation Commission, project ME-24-10011. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior."

- a. Deliverables/publications include but are not limited to grant project reports; books, pamphlets, brochures or magazines; video or audio files; documentation of events, including programs; invitations and photos; websites; mobile apps; exhibits; and interpretive signs.
- b. All digital copies must follow the file naming convention:

SHPO_2025_ME_City of Portland _P25AF00996 _description of file

Refer to the attached guidance document for instructions on creating, naming and submitting digital copies of deliverables/publications.

- c. All consultants hired by the grantee must be informed of this requirement.
- d. Grantees, subgrantees, contractors may not use the NPS Arrowhead in any form without written permission.

7. Consultants & Contractors

The Provider must submit documentation of responses to its competitive selection process, along with its justification and resume(s) for which consultant(s) selected for grant-assisted work, to the Commission for approval. The consultant(s) must have requisite experience and training in historic preservation to oversee any construction work to be performed and to manage this complex project. All consultants must be competitively selected and documentation of this selection must be maintained by the Provider and be made readily available for examination by the Commission. **Maximum hourly rates charged to this grant may not exceed 120% of a Federal Civil Service GS-15, step 10 salary.** Current salary tables can be found on the Office of Personnel and Management website: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>. For calendar year 2025 this amount is \$112.24 in Cumberland County

8. Requirement for NEPA Compliance

All HPF funded grants are subject to the requirements of the National Environmental Policy Act (NEPA) of 1969, as amended. This Act requires Federal agencies to consider the reasonably foreseeable environmental consequences of all grant-supported activities. As part of the NPS implementation of NEPA, grantees are required to notify the NPS of any reasonably foreseeable impacts to the environment from grant-supported

activities, or to certify that no such impacts will arise upon receipt of a grant award. In addition, the NPS has determined that most HPF grant funds are not expected to individually or cumulatively have a significant impact on the environment, unless the activity involves development (construction) or archeology.

9. Compliance with Section 106

Pursuant to Section 106 of the National Historic Preservation Act (54 USC 306108), the NPS, the Subrecipient, and the Commission must complete the consultation process stipulated in the regulations issued by the Advisory Council on Historic Preservation (ACHP) in 36 CFR 800 **prior** to the commencement of all grant assisted construction or ground disturbance on the property.

10. Compliance with Section 110

Section 110 of The National Historic Preservation Act identifies the responsibility of the federal agency in their treatment of historic properties. Section 110(f) (54 USC 306107) clarifies the responsibility of the agency to protect National Historic Landmarks (NHL) from harm. See this agreement for submission requirements regarding NHL properties. In addition, Section 110(k) (54 USC 306113) prohibits the NPS from funding any grantee or subgrantee that attempts to avoid the requirements of Section 106. Grantees must make every effort to fund preservation projects that do no harm or adverse effects to NHL properties. Should it be discovered a grantee has deliberately damaged a property (e.g., pre-emptive demolition) to avoid requirements, the NPS must be notified to determine, in consultation with the ACHP, if the project can proceed.

11. NPS Review of Planning/Design Documents for National Historic Landmarks

The grantee must submit the following:

- a. a site plan that has the north direction clearly marked;
- b. a city/county map with the site of the property clearly labeled;
- c. set of plans and specifications for the project;
- d. digital images of all exterior elevations of the building or site, with views identified and oriented and keyed to the site plan;
- e. digital images of all interior major rooms and those involved in the project, labeled and keyed to a floor plan;
- f. for NHL Districts include overall views of the district from the project area; and
- g. any additional information that will better enable a technical review of the project to be completed.

The grantee must submit documents for the entire undertaking to the NPS for its review and approval to ensure conformance with the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation*, Historic Preservation Fund Grant Manual, and with the conditions listed in this Grant Agreement, **prior** to the beginning of grant-assisted work. Work that does not comply with these Standards in the judgment of the NPS will not be reimbursed, and may cause the grant to be terminated and funds deobligated.

Plans & specifications for the project must be marked on the cover with this statement:

The {name of property} is designated a National Historic Landmark for its architectural and historic significance. It is considered to have irreplaceable cultural, material, and aesthetic value. The work is funded in part by the Historic Preservation Fund, administered by the National Park Service, Department of the Interior. The funding of which is subject to having all work items meet The Secretary of the Interior's Standards for the Treatment of Historic Properties.

Not Applicable

12. GIS Spatial Data Transfer Standards

All GIS data collected with HPF funds shall be in compliance with the NPS Cultural Resource Spatial Data Transfer Standards with complete feature level metadata. Template GeoDatabases and guidelines for creating GIS data in the NPS cultural resource spatial data transfer standards can be found at the NPS Cultural Resource GIS Facility webpage: https://www.nps.gov/crgis/crgis_standards.htm

Technical assistance to meet the NPS Cultural Resource Spatial Data Transfer Standard specifications will be made available if requested. Execution of a Data Sharing Agreement between the NPS and the Recipient shall take place prior to collection of GIS data using HPF funds, as applicable.

- 13. Commission Review of Planning/Design Documents for Conformance to the Secretary of the Interior's Standards.** If plans or specifications have changed from those submitted with the Subrecipients' application for an CLG/HPF grant, the Subrecipient must submit revised construction documents to the Grantee for its review and approval to ensure conformance with the Secretary of the Interior's *Standards for Historic Preservation and Archeology*, and with the conditions listed in this Grant Agreement, prior to the beginning of grant-assisted repair work on the property. Work that does not comply with these *Standards* in the judgment of the Commission will not be reimbursed, and may cause the grant to be terminated and funds deobligated.
- 14. Equipment Purchases**
Each item of equipment purchased under this award must be approved specifically and in writing by the NPS prior to purchase to confirm the allowability of the costs. Approval of the application is not approval of equipment included within the application. Equipment is defined by 2 CFR 200.1 as tangible personal property (including information technology systems) having a useful life of more than one year and a perunit acquisition cost which equals or exceeds the lesser of the capitalization level established by the nonfederal entity for financial statement purposes, or \$5,000.
- 15. Limitations on Administrative and Indirect Costs.** Administrative costs charged to the subgrant may not exceed 25 percent of the total grant award. This limitation applies to the sum of the direct costs of administration and any indirect costs charged by the Subrecipients pursuant to a current Federally approved indirect cost rate.

Administrative costs are those costs defined in the HPF Grants Manual, Chapter 6, Section F.1, and in Chapter 7, Exhibit 7-B.Retention and Access Requirements for Records. All Recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 2 CFR Part 200.333-200.337 and the Historic Preservation Fund Grants Manual.
- 16. Catalog of Federal Domestic Assistance/Assistance listing Inclusion in Single Audit**
Non-Federal entities receiving financial assistance through the Historic Preservation fund must include the appropriate Catalog of Federal Domestic Assistance (CFDA) number in the Schedule of Expenditures of Federal Award in their Single-Audit. The DFDA number applicable to this award is 15.904 – Historic Preservation Fund Grants-in-Aid.
- 17. Notice of Financial Management Review**
As part of government-wide efforts to improve coordination of financial management and increase financial accountability and transparency in the receipt and use of federal funding, the grantee is hereby notified that this award may be subject to higher scrutiny. This may include a requirement to submit additional reporting documentation.
- 18. Unanticipated Discovery Protocols**
At a minimum, unanticipated discovery protocols for subgrants or contracts shall require the sub-grantee or contractor to immediately stop construction in the vicinity of the affected historic resource and take reasonable measures to avoid and minimize harm to the resource until the SHPO or THPO, sub-grantee or contractor, and Indian Tribes, as appropriate, have determined a suitable course of action within 15 calendar days. With the express permission of the SHPO and/or THPO, the sub-grantee or contractor may perform additional measures to secure the jobsite if the sub-grantee or contractor determines that unfinished work in the vicinity of the affected historic property would cause safety or security concerns.
- 19. Demonstration of Effort – Performance Goals**
In order to ensure the timely and successful completion of all HPF grant awards, the NPS requires acceptable demonstration of effort by the grantee on project work supported by all HPF funded grants. Demonstration of effort means acceptable performance by undertaking meaningful progress on grant supported activities and complying with award terms and conditions.

Demonstration of effort will be recorded on Interim Reporting forms as per the schedule in this contract.

20. Funding for Use of Unmanned Aircraft Systems (UAS) (AKA Drones)

HPF funding for unmanned aircraft systems (UAS) usage is eligible only in the contracting of an experienced, licensed contractor of UAS who possesses the appropriate license, certifications, and training to operate UAS. The contractor is required to provide proof of liability insurance in the operation of UAS for commercial use.

If HPF funding is provided to a state, tribal, local, or territorial government, or other non-profit organization for the use of UAS as part of their scope of work, the recipient must have in place policies and procedures to safeguard individuals' privacy, civil rights, and civil liberties prior to expending such funds.

21. Nonfederal Matching Share. At least \$ 4,778.00 in eligible nonfederal matching contributions that are allowable and properly documented in accordance with 43 CFR 12.64 must be used by the Subrecipients during the grant period to share the costs for this grant. Failure to use the required non-Federal matching share will result in the disallowance of costs reimbursed, and/or the de-obligation of remaining unexpended funds.

22. Easement/Covenant Requirement for development projects

As per Section 54 USC 302902 of the National Historic Preservation Act requires Historic Preservation Fund grantees to assume, after the completion of the project, the total cost of continued maintenance, repair and administration of the grant-assisted property in a manner satisfactory to the Secretary of the Interior.

Accordingly, the ☒ , as owner of the ☒ must execute a Preservation Agreement with the Commission. The term of the Agreement must run for ☒ years from the end date of the last executed Preservation Agreement. The Easement must be executed by registering it with the deed of the property.

All preservation easements must be executed by registering it with the deed of the property. Baseline documentation of the character defining features of the site must be documented prior to construction through photographs. The preservation easement must document the grant assisted condition of the site and the historic character defining features as part of the document registered with the deed.

Not Applicable

23. Copyright

Per 2 CFR 200.315(b), the NPS reserves a royalty-free right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so, any materials produced under this grant. All photos included as part of the interim & final reporting and deliverables/publication will be considered released to the NPS for future official use. Photographer, date, and caption should be identified on each photo, so NPS may provide proper credit for use.

A digital copy of all deliverables must be available for public access. Sensitive information may be redacted from the public access copy.

All consultants hired by the Recipient must be informed of this requirement.

24. Compliance with the Americans with Disabilities Act and the Architectural Barriers Act

The use of federal funds to improve public buildings, to finance services or programs contained in public buildings, or alter any building or facility financed in whole or in part with Federal funds (except privately owned residential structures), requires compliance with the 1990 Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, and the Architectural Barriers Act (ABA). Work done to alter the property should be in compliance with all applicable regulations and guidance.

25. Additional Department Requirements

- a. Provide the Commission with copies of all contracts entered into in connection with the project.
- b. Include this contract between the City of Biddeford and the State of Maine in any subcontracts issued.
- c. Ensure that no member, officer, or employee of the Maine Historic Preservation Commission, including Commission members and staff, will benefit financially from the project, except that such persons may provide technical, consultative, or oversight assistance in a voluntary capacity.

RIDER E

Attachments

Publications/Deliverables Submission Guidelines

A. What do I need to submit?

Provide one digital copy of each deliverable/publication. Deliverables/publications include, but are not limited to: grant project reports; books, pamphlets and magazines; video/audio files; event documentation, including programs and photos, websites, mobile apps, exhibits, and interpretive signs.

For development (construction) grants only:

- **Submit photos of all work completed under the grant, including at least three views of the overall structure and all elements of the scope of work.** Refer to "Documenting Historic Places on Film" for more information on photographing a variety of historic environments and buildings: nps.gov/nr/publications/bulletins/photobul/pt3.htm.
- **Ensure that a fully executed, recorded copy of the preservation easement/covenant has been sent to the Commission.**

Include the following disclaimer and acknowledgement with all deliverables/publications: "This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior and the Maine Historic Preservation Commission. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior."

B. How should I save submissions?

Name each file as follows:

SHPO_2025_ME_City of Portland_P25AF00966_[Description]

- For "Description," create a short (less than 50 characters) and unique description that would help someone to easily and quickly identify the file.
- Do not use spaces or special characters (#, %, &, ?) in filenames. If files are part of a series, append the number 001, 002, 003, etc. to the end of the description.

Required file formats and resolution:

- Reports and publications: PDFs at 300 pixels per inch, at 100 percent of the size of the original document. When possible, convert original publication files to PDF (for example, from Word or InDesign files). Otherwise, use high-quality scans of printed materials.
- Photos: JPEGs or TIFFs at a minimum resolution of 3000 x 2000 pixels (or 6 megapixels).
- Videos: MP4 files at a resolution of 1280 by 720 pixels. Include a transcript of each video in a Word document.
- Audio files: uncompressed WAV files. Include a transcript of each file in a Word document.
- For more information about other types of deliverables or publications, consult the National Archives' transfer guidance tables (<https://www.archives.gov/records-mgmt/policy/transfer-guidance-tables.html>). Submit all files in formats that either "preferred" or "accepted" by the National Archives.

How do I submit submissions?

Contact the Commission's grant coordinator to discuss options for submitting the digital files

What information should be included with my submissions?

Include an index for all deliverables/publications as a Word document. Include the following information for each deliverable/publication:

- Grant Number)
- Subgrant #
- Title of Product
- Filename
- Creator (give full names and their roles in creating the product/deliverable)
- Date Completed
- Extent (pages, length, number of slides; use when applicable)
- Description (up to 200 words)

Save the index file as a Microsoft Word document using the following naming convention:

SHPO_2025_ME_City of Portland_P25AF00996_Index.docx

RIDER F: BUDGET AND DETAILED PAYMENT INSTRUCTIONS

Budget

Understand that the budget items and figures above will be adhered to, unless the Commission provides prior written approval of amendments. Note: costs in budget are for two (2) staff members.

PROJECT BUDGET

A Service/Action/Item	B By Whom	C Hours or quantity	D Cost per	Total Cost (C X D)	Notes
Baseline Existing Conditions Evaluation	TBD engineering consultant	1	\$1,500	\$1,500	
Structural Engineering	TBD engineering consultant	1	\$3,000	\$3,000	
Thermal Envelope & Waterproofing Design/Specs	TBD engineering consultant	1	\$2,500	\$2,500	
Drafting and preparation of permit drawings	TBD engineering consultant	1	\$5,000	\$5,000	
Analysis of future proposed work and cost estimating	TBD engineering consultant	1	\$5,000	\$5,000	
Permit	TBD engineering consultant	1	\$750	\$750	
Project administration	C.Ian Stevenston	10 hrs.	\$85	\$850	
Develop RFP, publicizing grant award	Jane Banquer	6 hrs.	\$85	\$850	
TOTAL				\$5,044	

PROJECT FUNDING

Service/Action/Item	Donor	Source	Kind	Amount	Notes
Assessments, specs., permits	Fifth Maine Museum	Operating funds	cash	\$3,418	
Assessment, specs., permits		HPF	grant	\$14,332	
Project administration	C. Ian Stevenson		In-kind labor	\$850	
Develop RFP, publicizing grant	Jane Banquer		In-kind labor	\$510.00	
Total				\$19,110	

MATCH SUMMARY

Total in-kind:	\$1,360.00
Total Donation	\$
Total Cash	\$3,418.00
Other (Overmatch)	\$
Total Match	\$4,778.00

GRANT SUMMARY

Total Grant Request:\$14,332.00

Detailed Payment Instructions

The Department will pay the Provider as follows:

On a reimbursement basis up to the contract amount with documentation of allowable expenditures made and sufficient Provider match amount per reimbursement request. Payments are subject to the Provider's compliance with all items set forth in this Agreement and subject to the availability of funds. The Department will process approved payments within 30 days.

Required documentation for Reimbursement Requests

- Invoice on Letterhead, containing the following information:
 - amount of reimbursement requested;
 - the project cost for this request;
 - the amount of match expended for this request; and
 - the contract number.
- All expenses, including matching share, must be documented with copies of bills and photocopies of both sides of canceled checks.
- Time sheets signed by the employee or volunteer and supervisor are required for volunteer and in-kind services, showing the Commission pre-approved rate and total dollar value of the donated or in-kind time.
- The dollar value of donated equipment and donated space must also be documented for approval as match.
- All project products must be received and approved by the Commission prior to final reimbursement. For development projects a final project report is required in addition to any technical report which may be a grant product before final reimbursement.

6. See Sample Reimbursement Request Letter, below.

YOUR LETTER HEAD

INVOICE # _____

Date _____

RE: Contract # _____

Dear Mr. Mohny:

On behalf of the _____, I am requesting a (partial) (full) reimbursement of \$ _____ for expenses incurred between _____ and _____, 202_ in conjunction with the CLG funded project _____.

Project expenses are documented on the following enclosed items:

Signed Value of Donated Labor Forms for _____

Signed Timesheet/paystub/journal for _____

Invoice(s) from _____

Cancelled check # _____ to _____ (copied front and back)

Documentation in the form of _____ for in-kind contributions of materials//venues/equipment.

The total cost reflected in this request is \$ _____, of which \$ _____ is match and \$ _____ is requested as reimbursement.

RIDER G: IDENTIFICATION OF COUNTRY IN WHICH CONTRACTED WORK WILL BE PERFORMED

Please identify the country in which the services purchased through this contract will be performed:

☐ **United States. Please identify state: Enter State**

☐ **Other. Please identify country: Enter Country**

Notification of Changes to the Information:

The Provider agrees to notify the Office of State Procurement Services of any changes to the information provided above.

BUSINESS ASSOCIATE AGREEMENT**(Included at Department's Discretion)**

Enter Business Associate Agreement (BAA) here, if applicable. If not applicable, delete this page or enter "N/A" **and** make sure BAA is not checked in the Table of Riders section.

N/A



MEMO

To: Portland City Council

Cc: Evan Schueckler, HP Program Manager

From: C. Ian Stevenson, PhD, Preservation Consultant and Board Member, Fifth Maine Museum

Date: January 16, 2026

Dear Mayor Dion and Members of the Portland City Council:

In September 2025, the Fifth Maine Museum applied for a Certified Local Government (CLG) Preservation Grant from the Maine Historic Preservation Commission (MHPC) via the city of Portland's Historic Preservation Program. The purpose of this grant is to secure funding (partially matched by the Fifth Maine Museum) to undertake a building condition assessment of our 1888 Memorial Hall, listed on the National Register of Historic Places, to understand and prioritize sensitive restoration of this community structure. I completed the application on behalf of this organization as a) a professional historic preservationist; b) a board member of the Museum; and c) a resident of Peaks Island. In October 2025, the Museum was fortunate enough to be awarded this "pass-through" grant, meaning that while the city would initially send funds to the Museum, it would be reimbursed by the state and thus incur no actual costs.

The Fifth Maine Museum is a 501c3 non-profit corporation (under Title 13-B) in good standing, chartered with the State of Maine (Charter Number 19550047ND) in 1955. Per this charter, the stated purpose of the organization is "to advance the social, recreational, and educational opportunities of the Community of Peaks Island." The Museum as constituted in the 1950s represents a transition of the property from its original intent as a reunion site and memorial to the veterans of the Fifth Maine Volunteer Infantry, a Union regiment in the Civil War raised primarily in and around Portland and nicknamed "The Forest City Regiment." The last veteran of the unit died in 1939, and the final reunion as held there in 1941. By the mid-twentieth century, the Fifth Maine cottage had fallen into disrepair and was only sporadically used by the veterans' descendants. The eighteen remaining shareholders voted in 1955 instead to create a new corporation, named the Fifth Maine Regiment Community Center (replacing the Fifth Maine Regiment Memorial Society). The new corporation also stipulated how its property was to be used, including converting the former summer cottage into a community center and the formation of a new board from the island community, rather than descendants of the veterans. (See "An Act Relating to the Fifth Maine Regiment Memorial Society," *P. & S. Laws of Maine, Ninety-Seventh Legislature, 1955* §145 (approved April 25, 1955).) Today, the mission of the Fifth Maine Museum is strictly charitable and educational.

Built in 1888, the Fifth Maine Museum is an oceanside, Queen Anne/Shingle-style historic site located on Peaks Island. It's a rare survivor from the Civil War reunion era, and a unique piece of American history. Today, the building houses the Fifth Maine Museum that tells two intriguing and related stories through objects, artifacts and exhibits. The ground floor is dedicated to the Fifth

Fifth Maine Museum, PO Box 41, 45 Seashore Avenue, Peaks Island, ME 04108

www.fifthmainemuseum.org

Maine Civil War regiment who held summer reunions in there until offering it to Peaks Island as a community center in the 1950's. On the upper floor both permanent and rotating exhibits illustrate the history of Peaks Island, from pre-European settlements through its days as the "Coney Island of Maine," its role during World War II and into the present time.

The museum is open Friday, Saturday, Sunday from Memorial Day through the end of June, and again from Labor Day through Indigenous People's Day. It's open daily during July and August, 10am-3pm.

The Fifth Maine Museum is also an active community focal point, hosting events with local organizations, families and individuals. In addition to Fifth Maine Museum-sponsored programs that are typically free, the building is available for lectures, concerts and meetings at no charge to island nonprofits or for an optional voluntary donation. Corresponding to its original intent, the building is shared with active-duty service members and their families and veterans through free admission, the Veterans Fair and a free annual visit from VAST. It's a Blue Star Museum and participates in Museums for All with a low barrier for guided school groups, including a curriculum guide currently under development. The porch, gardens and grounds are available to visitors year-round (and free of charge) for quiet meditation or an unparalleled view of the ocean.

We applied for this grant to allow us to maintain the Fifth Maine Museum. The application was vetted by the city's Historic Preservation Program as well as the Maine Historic Preservation Commission. The Fifth Maine Museum has committed to a partial match of the awarded funds. We hope you will vote affirmatively to approve the contract.

Sincerely,



C. Ian Stevenson, PhD
Fifth Maine Museum Board Member
cis@bu.edu

HISTORIC PRESERVATION GRANT APPLICATION



Tate House, Portland, Maine. Photograph by Holly K. Hurd

2025

**Development, PRE-DEVELOPMENT, Education, Planning,
Survey, National Register Listing and Archaeology
Projects**

Maine Historic Preservation Commission
55 Capitol Street, 65 State House Station
Augusta, Maine 04333-0065
207-287-2132
www.maine.gov/mhpc/grant

APPLICATIONS DUE OCTOBER 3, 2025

This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior under Grant Number P25AF00996. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior.

HISTORIC PRESERVATION Grant Application

DEVELOPMENT, PRE-DEVELOPMENT, EDUCATION, PLANNING, SURVEY,
NATIONAL REGISTER LISTING AND ARCHAEOLOGY PROJECTS

IMPORTANT APPLICATION INSTRUCTIONS

Applications will be submitted electronically via Dropbox. To submit the application, send an email to Christi.chapman-mitchell@maine.gov with the subject line "Grant Application Submission". You will then receive an email with detailed instructions for uploading the complete application into a Dropbox folder.

A COMPLETE APPLICATION CONTAINS EACH OF THE FOLLOWING:

- A. **Application Form, signed and notarized.** Submit as a .docx or .pdf file.
- B. **Assurance and Screening Forms**
 - 1. **Survey (Architectural or Archaeological), Planning, Public Education or National Register projects:** Complete Standard Form 424B (Rev. 7-97), Assurances – Non-Construction Programs. This form must be signed and dated and saved as a PDF.
 - 2. **Development, Pre-development, and Archaeological Stabilization projects**
 - a. Complete Standard Form 424D (Rev. 7-97), Assurances – Construction Programs. This form must be signed and dated and saved as a PDF.
 - b. Environmental Screening Worksheet (NEPA). Complete as fully as possible. This form must be signed and dated and saved as a PDF.
- C. **Supplementary documentation, submitted as PDFs**
 - 1. Estimates from contractors, consultants.
 - 2. Resumes for volunteer labor.
 - 3. Resumes for contracted labor (if known).
 - 4. Maps showing location of the project. The maps need to be at a scale that the property can be located in person.
 - 5. Copies of completed pre-development plans and specifications, assessments, stabilization plans or historic structure reports if appropriate.
- D. **Photographs of the historic property or proposed project area, submitted as individual .jpgs** (do not insert into a document). Provide an overview of the property and details of specific features, issues or problems.
- E. **Signed and Completed Application Checklist, submitted as a PDF**

The Complete application must be uploaded to Dropbox by 5:00 p.m., October 3, 2025
Optional draft applications are due September 19, 2025.

APPLICATION FORM

Historic Preservation Grants

**REFER TO THE HISTORIC PRESERVATION FUND GRANT MANUAL
WHEN COMPLETING THIS APPLICATION.**

IF COMPLETING THIS FORM IN MICROSOFT WORD TYPE ANSWERS IN THE GRAY BOXES.

I. APPLICANT OVERVIEW

Project Name:	Fifth Maine Museum Engineering Specifications		
Location:	45 Seashore Avenue Peaks Island, ME 04108		
Applicant Organization:	City of Portland		
Contact Person:	Evan Schueckler (Portland) / C. Ian Stevenson (Fifth)		
Mailing Address:	City of Portland, Planning and Urban Development Department 389 Congress Street, 4 th Floor, Portland, ME 04101		
Telephone Number:	207-874-8726 (Evan)	E-mail Address:	evans@portlandmaine.gov (Evan)
Owner Information	Fifth Maine Museum		
Mailing Address:	PO Box 41, Peaks Island, ME 04108		
Telephone Number:	914-643-1075 (Ian)	E-mail Address:	cis@bu.edu (Ian)

II. GRANT TYPE

This application can be used only for Certified Local Government (CLG) Grants. Applicants for CLG grants are limited to the towns of Biddeford, Saco, York, Kennebunk, Portland, Topsham, Lewiston, Gardiner, Augusta, Bangor and Castine.

Please check one box.

☐ ~~HPF Grant~~

☒ **CLG Grant (limited to CLG communities only)**

APPLICATION FORM

Historic Preservation Grants

III. PROJECT TYPE (ctrl-click for glossary definitions)

- ☐ Architectural Survey
- ☐ Archaeological Survey
- ☐ Archaeological Stabilization or Testing
- ☐ Administrative Support
- ☐ Development Have plans and specifications been prepared? ☐ No ☐ Yes

Please list the name, date and author of all associated pre-development work completed in advance of this project and submit copies with this application.

- ☐ National Register Nomination Submit copy of determination of eligibility letter if available
- ☐ Planning
- ☒ Pre-development
(choose one of the following) ☐ Building Condition Assessment ☐ Historic Structure Report
X Plans/Specifications/Bid Docs ☐ Archaeological Stabilization Plans
- ☐ Public Education

IV. FUNDING REQUEST. The minimum grant request is normally \$10,000 and the maximum request is normally \$30,000.

Grant Amount Requested (75% maximum)	\$14,332.50	
Match Amount (25% minimum)	\$4777.50	Match Source Fifth Maine Museum
Total Project Cost (100%)	\$19,110	

ATTACH ALL ESTIMATES USED TO CALCULATE PROJECT COST.

V. PROJECT DETAILS

1) Project Summary:

Provide a project **summary statement** that describes this project. Example: "The 1860 Smith House, owned by the George Historical Society and located in Smith, Maine is requesting support to: repair a roof, insulate the entry and upgrade wall insulation." (60 words maximum).

The Fifth Maine Museum is requesting support to fund an engineer to develop and provide specifications and permit drawings for structural repairs to building foundation, thermal envelope, and waterproofing in order for the museum to develop a plan and fundraising efforts for the work in subsequent years.

2) Is the subject property listed in the National Register of Historic Places? ☒ Yes ☐ No

3) Is this a continuing project that the Commission has previously funded? ☐ Yes ☒ No

Is this a multi-phased project? If so, please describe where the grant funded work fits into the overall project and timeline.

Yes. The Fifth Maine intends to use the plans, specifications, and rough order of magnitude estimates from this grant-funded phase to develop a subsequent plan to enact the required work and raise funds to do so. It is the museum's goal to use the plan developed here to apply for the Historic Community Building Grants Program for the "shovel ready" following work in the second round (2026) or third round (2027).

Additionally, these specs are stemming from earlier identified issue areas from the museum's HSR (completed in 2022 by Barba + Wheelock).

4) Subject of the Project:

A. Describe the subject of the project? (i.e "historic neighborhood" or "historical museum" or "archaeological site").

The Fifth Maine Museum was built in 1888 by surviving members of the Fifth Maine Volunteer Infantry as a reunion hall for veterans and their families to gather seasonally to reminisce and provide healing and memory from the Civil War. The last veteran died in 1939 and the last reunion was held the following year, after which the building fell into disrepair until the veterans' descendants changed the articles of incorporation in 1955 and gave the building to the Peaks Island community, re-envisioned with a three-part mission that is still dedicated to the memory of the Fifth Maine soldiers but now also to Peaks Island history and as a community center. Today the museum is open seasonally with regular exhibits dedicated to the Civil War and Peaks Island history and holds community functions such as lectures, concerts, art shows, and pancake breakfasts.

B. Does the project reflect the funding priorities in Chapter 2 of the Grant Manual? Be specific and cite the applicable priority and explain how the project reflects the funding priority.

Yes, under the Education priority, it serves to partner with local educators (such as Peaks Island School, a Portland neighborhood elementary school) to develop place-based curricula; align documentation with public programming to increasing participation on the island for considering other properties for nomination to the National Register by showcasing the benefits; as the only local landmark on Peaks Island showcasing that the program is valuable; using the museum's social media, on-island audience, and rental parties to showcase the value of the National Register and preservation to modern venues; and to lessen misconceptions about preservation and designation through outreach and programming to an audience that

is already visiting the facility. Also, the Predevelopment, and eventually Development Priorities by providing funding for pre-development restoration and to forestall leadership of the museum in inadvertently undertaking historically insensitive restoration work. Also, Planning inasmuch as supporting the efforts of Portland as a CLG.

C. For Survey projects only: estimate number of acres to be surveyed.

N/A

D. For Development projects only: Is there going to be any ground disturbance that will require archaeological testing? N/A Have plans and specifications or site plans been completed for the project? Have they been reviewed by MHPC staff to determine if they meet the Secretary of the Interior's Standards for the Treatment of Historic Properties?

E. For Archaeological Survey and Testing projects only: What are the research goals? N/A Utilizing limited testing, how is the project designed to collect sufficient information to identify a resource and to assess its eligibility for listing in the National Register of Historic Places?

F. For Archaeological Projects (Development or Stabilization) only: Provide a research design that includes an explicit statement of the problem to be addressed, a summary of previous research, and outline how this project fits into prior or ongoing historical or structural documentation or other treatments. Refer to Appendix H in the Grant Manual for additional guidance.

N/A

5) Methodology:

A. What is the project methodology. Describe the "how", the "why", the "when" and the "by whom" of the project. Be specific in terms of the timeline and sequence of activities to be undertaken. For archaeological projects, describe the amount and kinds of information required to address the documentation objectives and the methods to be used to find the information. Be specific regarding proposed field methods.

The Fifth Maine Museum already actively uses this building, and while it is in generally good repair, the museum's leadership has noticed some developing structural issues in the building's foundation related to substandard posts, shifting footers (including loose rubble), and issues related to water infiltration and frost heaves. These issues have been known but were also documented in the Historic Structure Report prepared in 2022 by Barba + Wheelock as part of the museum's commitment to its stewardship of this historic and community resource. The museum would like to hire an engineer to document structural deficiencies, suggest structural remedies/interventions, including for the building's thermal envelope (below grade), and waterproofing design. The museum wishes to engage an engineer this winter during the off-season to do the assessment, prepare these specifications with order of magnitude costing, and the associated permit drawings so that the museum can put out to bid the work itself in early 2026. The intention is to use those bids and the drawings to make an application for the Historic Community Building Grants Program for the "shovel ready" following work in the second round (2026) or third round (2027). The museum proposes to use the matching funding to hire a professional firm or consultant who meets SOIS Professional Qualifications to prepare these specifications. The assessment and specifications and drawings will be prepared under the supervision of a) the museum's president, Mike Langella, who is well-versed in construction and understands the immediate building issues; b) Vice President Jane Banquer, an experienced non-profit leader with a demonstrated success streak of securing private funding for preservation projects, such as from the Davis Family Foundation and Belvedere Historic Preservation & Energy Efficiency Fund; and c) board member C. Ian Stevenson, a Peaks Island resident with an MA in Preservation Studies and PhD in American & New England Studies from Boston University, who has served

as an independent historic preservation consultant, Director of Advocacy for Greater Portland Landmarks, and teaches in Boston University's preservation studies master's program.

The application is being made via the city of Portland as a pass-through grant. Ian Stevenson will administer the grant on behalf of the museum, and the museum will pay the chosen vendor for the services rendered, submitting to the city of Portland for reimbursement. The city will then seek reimbursement from the MHPC.

B. Are any architects, consultants, contractors, archaeologists or tradespeople already under contract for this project? If so, were they competitively selected as part of a bidding or request for proposal process?

No. See above for donated labor by C. Ian Stevenson and Jane Banquer.

C. Which of the Secretary of the Interior's Standards for the Treatment of Historic Properties apply to this project? (Choose all that apply; click on the highlighted text to view the standards.

- ☐ Standards for [Restoration](#) ☐ Standards for [Identification](#) (survey projects)
☒ Standards for [Preservation](#) ☐ Standards for [Preservation Planning](#)
☐ Standards for [Archaeology Documentation](#)

6) Products and Deliverables

Describe what the project will accomplish. Be specific and provide details. What will be the product of the project? (i.e "preservation plan" or "repaired siding" or "archaeological survey report"). Will the products be publicly available or visible?

As described above, the singular goal is the delivery of specifications and related permit drawings for structural, thermal envelope, and waterproofing work for the building's substructure. While the product itself, the specs and drawings, will not be publicly visible, the subsequent work it informs will be, on a building already widely accessible to the community.

7) Public Benefit

Describe how the public will benefit from the project funded by this grant.

The museum is owned by a nonprofit organization dedicated to telling the history of the community (Peaks Island) and being a community gathering space in addition to telling the story of the Fifth Maine in the Civil War. Recent community history exhibits have included "Winter on Peaks Island" and "Defending the Harbor" about four centuries of fortifications in Casco Bay. Community events are wide and deep across the museum's seasonal schedule including concerts, pancake breakfasts, art shows, community theater, lectures, moonlight yoga, active veterans fairs, and others. In addition, the museum provides its space for other island non-profits free of charge for gatherings/meetings. Furthermore, the porch and grounds of the building are free and open to the public 365 days a year, so that the grounds and porch are akin to a public park and provide a municipal service. Only by keeping the building in good repair can the museum offer these services, and the foundation and water mitigation are of the utmost importance in this regard. The museum's leadership strives to maintain the commitment of the veterans' heirs, who gave this building to the Peaks Island community, and the project funded by this grant will assist in the museum's stewardship of this community resource.

The Fifth Maine Museum has a demonstrated track record of success in completing its grant-funded preservation projects, such as the HSR in 2022 and the restoration of its second-story windows by Bagala Window Works (funded in part by the 1772 Foundation), for which the museum is receiving an honor award by Greater Portland Landmarks in October 2025.

8) Project Personnel:

Attach resumes and a description of professional expertise relative to the methodology of the project for all professionals known at the time of the application who would be conducting the project. Professionals must meet the minimum qualifications as set forth in Appendix B. Be aware that a competitive process must be used to select consultants/contractors for the project. Also attach resumes for all persons to be valued for match purposes at more than the federal minimum wage.

See attached CV for C. Ian Stevenson and resume for Jane Banquer.

9) Estimated Project Schedule

Provide an estimated project schedule based on a May 31, 2027 completion date. Include time for contracting, procurement, project work, billing, and report preparation. All tasks, reporting and billing must be completed, including billing and reporting, by this date. No extensions will be given.

If the museum is awarded the grant in December 2025, it intends to solicit bids as soon as possible with receipt by January 2026 and a deadline of completion of the specs before the museum's season opens in May 2026, thus completing well ahead of the May 2027 deadline.

10) Administration (please provide resumes if available)

a. Name and contact information of the grant administrator. **C. Ian Stevenson, cis@bu.edu, 914-643-1075**

b. Name and contact information of the project manager. **Jane Banquer, banquerj@gmail.com, 207-239-5421**

c. Name and contact information of person in charge of financial management? **Evan Schueckler, evans@portlandmaine.gov, 207-874-8726**

d. Please list up to five prior grant projects administered by this organization and address the following questions for each project: 1. Was it completed on schedule? 2. Was it completed within the approved budget? 3. Provide a reference with email or phone number.

The Fifth Maine Museum has a history of successful funding through the City of Portland from the late 1970's along with program grants from the Maine Humanities Council during that period. Recent successive years of support for building stewardship, program and operations include:

2018: New Roof, Belvedere Historic Preservation & Energy Efficiency Fund along with a community capital campaign.

2022: Second Floor Window Restoration (23 windows), completed on schedule, within budget; Bagala Window Works, 207-887-9231; funded by Belvedere Historic Preservation & Energy Efficiency Fund, Peaks Island Fund, and the Davis Family Foundation.

2024: Davis Family Foundation, seed money to hire new Museum Assistant position

11) Availability of Match:

Do you already have all the required match for this project? ☒ Yes ☐ No

If the answer is "no" what percentage of the match is already in hand? %

Please describe how any remaining match will be raised.

12) Budget:

Describe what steps you have taken to determine the project budget and ensure its accuracy. See Chapter 8 in the Grant Manual for more information.

See attached estimate by Dovetail Consulting.

APPLICATION FORM

Historic Preservation Grants

V. BUDGET AND FUNDING

Estimated Project Budget:

Grant Request: \$14,332.50 Total Project Cost: \$19,110.00

In the table below provide an estimated budget for the project. The budget should include each major work element for the entire project or project phase. Item elements may include personnel, supplies, equipment, travel, printing, administration, support services, donated labor, indirect costs (if applicable), etc. Use separate lines for materials and labor. If the budget includes "contractual services," indicate what the contract will be for in the notes. The estimated budget must be detailed. Each individual involved must be listed by name and function, with hourly rate and total salary. Indicate if the service/action/item is based on an estimate. Add additional rows as necessary. See sample budget in grant manual.

A Service/Action/Item	B By Whom	C Hours or quantity	D Cost per	E Total Cost (C X D)	Notes
Baseline Existing Conditions Understanding	TBD engineering consultant			\$1500	From estimate
Structural Engineering	TBD engineering consultant			\$3000	From estimate
Thermal Envelope & Waterproofing Design/Specs	TBD engineering consultant			\$2500	From estimate
Drafting & Preparation of Permit Drawings	TBD engineering consultant			\$5000	From estimate
Analysis of Future Proposed Work and Cost Estimating	TBD engineering consultant			\$5000	From estimate
Permit	TBD engineering consultant			\$750	From estimate
Project Administration	C. Ian Stevenson	10 hrs	\$85	\$850	estimated
Developing the RPF, publicizing the awarded grant	Jane Banquer	6 hrs	\$85	\$510	estimated
TOTAL				\$19,110.00	

APPLICATION FORM

Historic Preservation Grants

PROJECT FUNDING

In the table below indicate how the project will be paid for, including both non-federal match, the requested grant funds, and any additional funding. Match must be on a 75/25 basis to the grant request: if the project is estimated at \$20,000 then the grant request would be \$15,000.00 and the match would be at least \$5,000.00. Attach resumes for all persons to be valued for match purposes at more than the federal minimum wage. See sample project funding matrix in grant manual.

A. Service/Action/Item: copy this from the project budget. Items can be combined as needed.

B. Donor: list the names of funding sources for each budget item. For example: "Kennebec University".

b. Source: indicate where the funds are coming from (.e.g., "private donation", "capital funds"). The Commission will review source to ensure that it is eligible for non-federal match.

c. Kind: indicate the kind of funding. Choose from the following: grant, cash, cash match, in-kind, in-kind match, or indirect costs match. Please note that each kind of funding requires a separate breakout.

Service/Action/Item	Donor	Source	Kind (cash match, in-kind match, volunteer match, grant)	Amount	Notes
Assessment/Specs/Permits	Fifth Maine Museum	Operating funds	cash	\$3417.50	Fifth Maine Museum will use some of its cash reserves to self-fund the portion of its 25% match that is not coming from in-kind services
Assessment/Specs/Permits	MHPC/City of Portland	HPF	cash grant	\$14,332.50	
Project administration	C. Ian Stevenson		in-kind labor	\$850.00	
Developing RPF & publicizing grant	Jane Banquer		in-kind labor	\$510.00	
TOTAL				\$19,110.00	

MATCH SUMMARY

In-kind match \$1,360.00
 Cash match \$3,417.50
 Other match \$
 Total Match \$4,777.50

OTHER FUNDING SOURCES

(List names and amounts)

Total Other Sources \$

APPLICATION FORM

Historic Preservation Grants

VI. CERTIFICATION

In making this application for Federal assistance under the provisions of the National Historic Preservation Act of 1966, I hereby acknowledge my familiarity with the requirements listed in the Maine Historic Preservation Commission Grants Manual. I agree that should I receive the Federal assistance herein requested, I will carry out the project according to Federal and State requirements. I certify that I am authorized to submit this application.

 10/3/2025
Signature Date

Danielle West, City Manager, City of Portland, Maine
Name & Title (Typed or Printed)
Applicant Organization

In Witness Whereof

 10/3/25
Notary Public Date
Cumberland County **WILLIAM PROUT**
County Notary Public, State of Maine
My Commission Expires 7/15/2027

Reminder: The signed federal Assurances – Non-construction 424B and Construction Programs 424-D forms must accompany this application when it is e-mailed to the Commission.

CERTIFICATION (if principal personnel are not yet selected [i.e., consultants]):

This is to certify that the applicant understands that, if funded, this project will be directed by personnel meeting the minimum professional credentials for the relevant disciplines stipulated in 36 CFR Part 61.

 10/3/25
Signature Date

APPLICATION CHECKLIST

Historic Preservation Grants

APPLICANT MUST INITIAL EACH BULLET POINT TO ACKNOWLEDGE THAT THEY HAVE READ THESE INSTRUCTIONS OR REMINDERS. RETURN THIS PAGE WITH THE APPLICATION.

1. Project expenses incurred before the execution of a contract between the Applicant and the State are not reimbursable and cannot be used for match. ERS (initials)
2. Consultants or contractors cannot be hired before the grant has been awarded. Once the grant has been awarded by the Commission, the procurement of services form must be filled out for any consultant or contractor. This form requires that three consultants or contractors are invited to submit proposals for a project. If only one party responds, the Applicant must show that they contacted at least two other parties. ERS (initials)
3. All project expenses must be thoroughly accounted for in the application. For example, you must break down the cost estimate into pay per hour for each party involved and outline exactly what tasks they will be doing. If estimates are available from contractors, include copies with the application. Please include administrative time in the grant application. ERS (initials)
4. Check the math. The 1/1 federal/local match must be correct on the applications. For a \$20,000 project, a request for \$15,000 federal share requires a minimum of \$5,000 in local match. ERS (initials)
5. Regarding local match, CDBG funds are the only federal funds which may be used in combination with HPF funds. ERS (initials)
6. Has the applicant signed all signature lines on the grant applications? ERS (initials)
7. The applicant must designate one person to be the point of contact with our office. We require that grant products be sent directly to us from the local point of contact, not from the consultants who prepared them. ERS (initials)
8. If applicable, has the town's historic preservation commission been consulted regarding this grant application?
Yes ☐ No ☒ ERS (initials)
9. Publicity. There is a special paragraph which MUST be used in all authorized publications and other forms of publicity connected with projects that receive federal grants. The paragraph begins: "This publication has been financed in part with Federal funds from the National Park Service...." ERS (initials)
10. Grant Orientation Meeting. For certain grant projects, our office may require a meeting to confirm the budget and the timetable for completion, and discuss procurement requirements and reimbursement procedures. ERS (initials)

ASSURANCES – CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capabilities (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794) which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

Standard Form 424D (Rev. 7-97)

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11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a and 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of

wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuming compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1966 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE City Manager
APPLICANT ORGANIZATION City of Portland, Maine	DATE SUBMITTED 10/3/2025

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ASSURANCES – NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capabilities (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794) which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

11. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
12. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
13. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
14. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
15. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
16. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-554, as amended, 7 U.S.C. §§2132 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
17. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) Which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1966 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE City Manager
APPLICANT ORGANIZATION City of Portland, Maine	DATE SUBMITTED 10/3/2025

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The National Park Service's
State, Tribal, and Local Plans & Grants
Environmental Screening Worksheet

FOR DEVELOPMENT, PRE-DEVELOPMENT AND ARCHAEOLOGY PROJECTS ONLY

This worksheet should be completed as fully as possible and returned to the Maine Historic Preservation Commission. It will then be signed by the SHPO office funding the project work and forwarded to the National Park Service for final review. The Categorical Exclusion Form (if applicable) will be reviewed and signed by the National Park Service.

A. PROJECT INFORMATION

Project Name: Fifth Maine Museum Engineering Specifications

Project Address: 45 Seashore Avenue, Peaks Island, ME 04108

Project Originator/Coordinator: Fifth Maine Museum/C. Ian Stevenson

Subgrantee/Owner: [Click here to enter text.](#)

National Register Status: Individually listed, 1977

B. PROJECT DESCRIPTION/LOCATION

Describe the project The Fifth Maine Museum is requesting support to fund an engineer to develop and provide specifications and permit drawings for structural repairs to building foundation, thermal envelope, and waterproofing in order for the museum to develop a plan and fundraising efforts for the work in subsequent years for the 1888 Fifth Maine Volunteer Infantry Regimental Hall, now the Fifth Maine Museum, listed on the National Register of Historic Places and located on Peaks Island, part of the City of Portland.

C. AREA OF POTENTIAL EFFECTS

Define your Area of Potential Effects. These are the geographic or spatial limits of the project impacts, including staging areas and adjacent properties that might be affected by a change in viewshed or project noise or vibration, for example. : N/A

D. RESOURCE EFFECTS TO CONSIDER

Consider the context, duration and intensity of effects on resources.

Are any measurable impacts possible on the following physical, natural or cultural resources?

Yes? No? Data Needed to Determine?

- | | | | |
|--|------------------------------|--|--------------------------------------|
| 1. Geological resources – soils, bedrock, streambeds, etc. | ☐ Yes | ☒ No | ☐ Data Needed |
| 2. Air quality | ☐ Yes | ☒ No | ☐ Data Needed |
| 3. Soundscapes | ☐ Yes | ☒ No | ☐ Data Needed |
| 4. Water quality or quantity | ☐ Yes | ☒ No | ☐ Data Needed |
| 5. Streamflow characteristics | ☐ Yes | ☒ No | ☐ Data Needed |

6. Marine or estuarine resources	☐ Yes	☒ No	☐ Data Needed
7. Floodplains or wetlands	☐ Yes	☒ No	☐ Data Needed
8. Land use, including occupancy, income, type of use	☐ Yes	☒ No	☐ Data Needed
9. Rare or unusual vegetation, old growth timber, riparian	☐ Yes	☒ No	☐ Data Needed
10. Species of special concern (plant/animal/state or Federal listed or proposed for listing) or habitat	☐ Yes	☒ No	☐ Data Needed
11. Unique ecosystems, biosphere reserves, World Heritage	☐ Yes	☒ No	☐ Data Needed
12. Unique or important wildlife or wildlife habitat	☐ Yes	☒ No	☐ Data Needed
13. Unique or important fish or fish habitat	☐ Yes	☒ No	☐ Data Needed
14. Introduction/promotion of non-native species	☐ Yes	☒ No	☐ Data Needed
15. Recreation resources, including supply, demand, visitation, activities, etc.	☐ Yes	☒ No	☐ Data Needed
16. Socioeconomics, including employment, occupation, income changes, tax base, infrastructure	☐ Yes	☒ No	☐ Data Needed
17. Minority and low-income populations, ethnography, size, migration patterns, etc.	☐ Yes	☒ No	☐ Data Needed
18. Energy resources	☐ Yes	☒ No	☐ Data Needed
19. Other agency, or tribal, land use plans or policies	☐ Yes	☒ No	☐ Data Needed
20. Resource, including energy, conservation potential	☐ Yes	☒ No	☐ Data Needed

E. MANDATORY CRITERIA: If implemented, would the proposal?

1. Have material adverse effects on public health or safety?	☐ Yes	☒ No	☐ Data Needed
2. Have adverse effects on such unique characteristics as historic or cultural resources; park, recreation, or refuge lands; wilderness areas; wild or scenic rivers; national natural landmarks; sole or principal drinking water aquifers; prime farmlands; wetlands; floodplains; or ecologically significant or critical areas, including those listed on the National Register or Natural Landmarks?	☐ Yes	☒ No	☐ Data Needed
3. Have highly controversial environmental effects?	☐ Yes	☒ No	☐ Data Needed
4. Have highly uncertain and potentially negative environmental effects or involve unique or unknown environmental risks?	☐ Yes	☒ No	☐ Data Needed
5. Establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects?	☐ Yes	☒ No	☐ Data Needed
6. Be directly related to other actions with individually insignificant, but cumulatively significant, environmental effects?	☐ Yes	☒ No	☐ Data Needed
7. Have adverse effects on properties listed or eligible for listing on the National Register of Historic Places?	☐ Yes	☒ No	☐ Data Needed

8. Have adverse effects on species listed or proposed to be listed on the List of Endangered or Threatened Species, or have adverse effects on designated Critical Habitat for these species? ☐ Yes ☒ No ☐ Data Needed
9. Violate a federal law, or a state, local, or tribal law or requirement imposed for the protection of the environment? ☐ Yes ☒ No ☐ Data Needed
10. Have a disproportionate, significant adverse effect on low income or minority populations (EO 12898)? ☐ Yes ☒ No ☐ Data Needed
11. Limit access to and ceremonial use of Indian sacred sites by Indian religious practitioners or adversely affect the physical integrity of such sacred sites (EO 130007)? ☐ Yes ☒ No ☐ Data Needed
12. Contribute to the introduction, continued existence, or spread of federally listed noxious weeds (Federal Noxious Weed Control Act). Contribute to the introduction, continued existence, or spread of non-native invasive species or actions that may promote the introduction, growth or expansion of the range of nonnative invasive species (EO 13112)? ☐ Yes ☒ No ☐ Data Needed

***If you check "YES" to any of the above listed criteria you cannot claim a CE and must complete either an EA or EIS for your project to proceed. Please answer the following question:

F. SITE VISIT

Is the person preparing this form familiar with the site, and/or has a site visit been conducted?

☒ Yes ☐ No

DEFINITIONS

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Administrative: support for staff

Archaeological Site Protection and Stabilization projects that protect or stabilize an archaeological site listed in the National Register.

Archaeological Testing or Excavation. These are projects needed to carry out a treatment project or to mitigate the effects of treatment work, provided that the scope of the investigation is limited to the area affected, and the National Register eligibility of the HPF grant-assisted site is not destroyed. The archeological resources may be the primary focus for the development project, or they may be one component of a development project that focuses on a building, structure, or landscape.

Architectural Plans and Specifications/Bid Documents These were commonly referred to as blueprints in the past and they graphically and narratively describe the specific steps, methods, materials and treatments to be used in the physical alteration of a building, structure or landscape. Bid Documents refer to a final set of plans and specifications that are ready to be sent to contractors/consultants for project bidding. Architectural Plans and Specifications/Bid Documents must meet the Secretary of the Interior's Standards for the Treatment of Historic Properties and be prepared by a 36 CFR Part 61 qualified Historical Architect.

Building Condition Assessment (BCA) assesses a resource's current, existing conditions on a comprehensive basis. A condition assessment will prioritize the work necessary to rehabilitate, restore or preserve a property and may also include cost estimates and or a proposed budget. These reports include a discussion on building materials, failure of these materials, code violations and ADA accessibility. Condition assessments on buildings should be prepared by a 36 CFR Part 61 qualified Historical Architect and/or engineer.

Development projects are activities that physically preserve or restore historic properties or archeological sites, and may include exterior, interior, or historic landscape work, as well as limited updating of HVAC systems. *The Secretary of the Interior's Standards for the Treatment of Historic Properties* define appropriate preservation and restoration treatments for historic properties.

Historic Structure Report (HSR) A historic structure report provides documentary, graphic, and physical information about a property's history and existing condition. Broadly recognized as an effective part of preservation planning, a historic structure report also addresses management or owner goals for the use or re-use of the property. It provides a thoughtfully considered argument for selecting the most appropriate approach to treatment, prior to the commencement of work, and outlines a scope of recommended work. The report serves as an important guide for all changes made to a historic property during a project-repair, rehabilitation, or restoration-and can also provide information for maintenance procedures. Finally, it records the findings of research and investigation, as well as the processes of physical work, for future researchers. A HSR is much more extensive than a Building Condition Assessment (BCA), although its scope may contain a BCA among other subjects. HSRs should be prepared by a 36 CFR Part 61 qualified Historical Architect or engineer or both, often with the assistance of architectural or landscape historians.

National Register *National Register Listing* projects are those that lead to the preparation of nominations to the National Register of Historic Places.

Public Education: projects include, but are not limited to:

1. Activities to increase overall public awareness of technical preservation methods and techniques having application to historic properties
2. Dissemination of information to promote working relationships with the public and private sectors to achieve HPF objectives;
3. Explanation of historic preservation planning and/or the goals of the State Plan to State and local governments and to public or private audiences throughout the State; and

-
4. Dissemination of the results of grant-funded work, including explanation of accomplishments, problems, and issues directly related to grant-assisted activities to the State preservation constituency.

Planning: undertaking planning studies, historic contexts, ordinance or regulation development or guidelines that support local planning goals.

Predevelopment projects usually fall into four categories: building condition assessment, historic structure report, plans and specifications/bid document, or archaeological stabilization plans. Two or more of these may be required before a development project can be funded.

Preservation. "Preservation" as defined by the *Secretary of the Interior's Standards* is the act or process of applying measures necessary to sustain the existing form, integrity, and materials of an historic property.

Restoration. "Restoration" as defined by the *Secretary of the Interior's Standards* is the act or process of accurately depicting the form, features, and character of a property as it appeared at a particular period of time by means of the removal of features from other periods in its history and reconstruction of missing features from the restoration period.

Secretary of the Interior's Standards. "Secretary of the Interior's Standards" shall mean *The Secretary of the Interior's Standards for the Treatment of Historic Properties* 1995, 36 CFR Part 68, or the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation, 1983, 48 CFR 44716 and the specific standards and guidelines for Preservation Planning, Identification, Evaluation, Registration, and Documentation (historical, architectural and engineering, archaeological) that it encompasses.

Survey and Identification projects inventory either above ground resources such as buildings or below ground resources such as archaeological sites.

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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 EXTENDING FOR 179 DAYS THE MORATORIUM ON THEATER AND
PERFORMANCE HALL PROJECTS WITH A CAPACITY EXCEEDING 2000 PEOPLE
IN THE CITY OF PORTLAND ESTABLISHED BY ORDER 9-25/26**

WHEREAS, the City of Portland continues to face significant and demonstrable parking pressure as a result of land development, tourism, and commerce on the Downtown Peninsula which has continued to create hardships for members of the public and commercial enterprises; and

WHEREAS, increased traffic before and after large events at theaters and performance halls are known to cause unsafe road conditions and strain parking resources; and

WHEREAS, as set forth in Table 18-A of the City of Portland Land Use Code, there are no parking minimums for theaters and performance halls, regardless of the anticipated capacity, and this issue requires further study and potential amendments to the Land Use Code in order to protect the public welfare and safety and prevent overburdening of public parking facilities; and

WHEREAS, section 14.6.8.14 of the City's Land Use Code only requires a 100-foot buffer in the B-3 and WCZ zones between businesses with entertainment licenses; and

WHEREAS, the City's Land Use Code does not require a larger buffer between large theaters and performance halls, which should be considered to protect public safety and ensure that these venues are not clustered and do not overburden public infrastructure and city services or create unsafe road conditions for pedestrians, bicycles and vehicles; and

WHEREAS, a larger buffer should also be considered to prevent serious public harm to the creative economy, character, and vitality of the City's downtown region and ensure existing venues are not displaced, jobs at those venues are not lost, and the unique character of Portland's arts community and its accessibility for all residents is not eroded; and

WHEREAS, along with a proposed development project's end use and impact on Portland's economy, the City must also consider the employment and workforce development opportunities that the construction of that project would and could

have on Portland's diverse workforce, including the establishment of labor standards related to health and safety, wages, benefits, registered apprenticeship participation, and local and diverse employment benchmarks, akin to those established in partnership with local labor unions; and

WHEREAS, on August 11, 2025, by Order 9-25/26, the City Council of Portland Maine implemented a Moratorium on theater and performance hall projects with a capacity exceeding 2000 people; and

WHEREAS, as required by Order 9-25/26, the City's Housing and Economic Development Committee held a meeting on November 18, 2025 during which it discussed a proposal by Councilors Pelletier and Ali to require, among other things, 750 feet of separation between large theaters and performance halls and requested that City staff prepare draft amendments to the City's Land Use Code to incorporate that requirement; and

WHEREAS, the Housing and Economic Development Committee did not meet in December 2025, but at its meeting on January 20, 2026, the Committee received an update from staff who indicated that proposed amendments to the Land Use Code were nearly complete and recommended that the Committee meet as soon as possible to review the amendments; and

WHEREAS, the Housing and Economic Development Committee scheduled a special meeting on February 3, 2026 to review the amendments, and, if the Committee supports the amendments, it is anticipated that the Committee will recommend that the amendments be reviewed by the Planning Board at its meeting on February 24, 2026, and send a recommendation to the Council thereafter; and

WHEREAS, the existing Moratorium is scheduled to expire on March 9, 2026, prior to consideration of proposed code amendments by the City Council; and

WHEREAS, the conditions that gave rise to the original moratorium persist, and the City is actively working to address them by pursuing amendments in accordance with the process initiated by Order 9-25/26.

NOW, THEREFORE, pursuant to its authority in 30-A M.R.S. §§ 3001 and 4356, and notwithstanding the provisions of 1 M.R.S. § 302, the Portland City Council hereby extends the existing Moratorium for an additional one hundred seventy-nine (179) days through September 4, 2026, on any and all proceedings, applications, petitions, and approvals required under the City's Land Use Code that were or have been pending before any officer, board, or agency of the City on or any time after December 1, 2024 for the development of new theaters or performance halls with a capacity exceeding 2000 people; and,

BE IT ORDERED, that no permit applications for any new theaters or performance halls with a capacity exceeding 2000 people shall be accepted, processed, reviewed, or approved by the City or the Planning Board for the period of this Moratorium; and

BE IT FURTHER ORDERED, that those provisions of the City's Land Use Code that are inconsistent or conflicting with the provisions of this Moratorium, are hereby repealed to the extent that they are applicable for the duration of this Moratorium, but not otherwise; and

BE IT FURTHER ORDERED, that during the time that this Moratorium is in effect, the City's Housing and Economic Development Committee, with the assistance of Housing and Economic Development and Planning staff, shall continue their review of the City Code, including, but not limited to, Chapters 4, 6, 14, and 15 and develop amendments for consideration by the Planning Board and City Council to address the concerns addressed in this Moratorium; and

BE IT FURTHER ORDERED, that this Moratorium shall remain in effect until the earlier of the effective date of amendments to the City Code adopted pursuant to this Moratorium or September 4, 2026, unless extended, repealed, or modified by the Portland City Council; and

BE IT FURTHER ORDERED, that to the extent any provision of this Moratorium is deemed invalid by a court of competent jurisdiction, the balance of the Moratorium that shall remain shall be considered valid; and

BE IT FURTHER RESOLVED, that this order is enacted as an Emergency, pursuant to Article II, Section 11 of the Portland City Charter, in order to make it effective immediately.

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)
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ANNA BULLETT (4)
KATE SYKES (5)

**RESOLUTION CALLING UPON THE GOVERNOR OF MAINE TO ENACT A
TEMPORARY STAY OF RESIDENTIAL EVICTIONS TO PROTECT PUBLIC
HEALTH AND HOUSING STABILITY**

WHEREAS, housing stability is essential to public health, economic security, and the overall well-being of individuals, families, and communities; and

WHEREAS, eviction is a leading driver of housing instability and homelessness, which in turn increases strain on emergency shelters, health care systems, schools, and municipal services; and

WHEREAS, many Portland residents are currently experiencing heightened economic and social disruption, including disruptions to employment, income stability, and daily mobility, which have increased the risk that households may fall behind on rent through no fault of their own; and

WHEREAS, recent federal immigration enforcement activity has contributed to fear, economic disruption, and reduced workforce participation among some residents, increasing the risk of housing instability for households who are temporarily unable to maintain regular employment or income; and

WHEREAS, during times of crisis, temporary eviction protections can serve as a stabilizing measure that prevents avoidable displacement while longer-term solutions are pursued; and

WHEREAS, the State of Maine has previously exercised its emergency authority to temporarily suspend residential evictions, including during the COVID-19 public health emergency declared on April 16, 2020; and

WHEREAS, local governments do not possess the legal authority to impose a statewide eviction moratorium, but may formally request that the State take action in the interest of public health and safety; and

WHEREAS, more than 500 residents have petitioned the Portland City Council urging action to protect tenants during this period of instability, reflecting significant community concern;

NOW, THEREFORE, BE IT RESOLVED, that the Portland City Council respectfully calls upon the Governor of the State of Maine to enact a temporary, time-limited stay of residential evictions, not to exceed sixty (60) days, in order to protect public health, prevent unnecessary displacement, and maintain housing stability during the current period of disruption; and

BE IT FURTHER RESOLVED, that the Council urges the State to pair any temporary eviction stay with rental assistance and housing stabilization measures, so that tenants and property owners alike are supported and long-term harm is minimized; and

BE IT FURTHER RESOLVED, that the Council encourages the State to ensure clear guidance and legal protections so that households facing temporary hardship are not permanently displaced due to short-term crises; and

BE IT FURTHER RESOLVED, that a copy of this resolution be transmitted to the Governor, the Speaker of the House, the President of the Senate, and the Greater Portland legislative delegation; and

BE IT FURTHER RESOLVED, that this resolution is enacted as an Emergency, pursuant to Article II, Section 11 of the Portland City Charter, in order to make it effective immediately.