

**Housing & Economic  
Development Committee Meeting**

Tuesday, February 17, 2026 at 5:30 PM  
Hybrid format using Zoom. In person,  
Kippy Richardson Meeting Room, Room  
24, Basement Level of City Hall.



**MEMBERS**

Councilor Pious Ali, Chair  
Councilor Regina Phillips  
Councilor Kate Sykes  
Councilor Sarah Michniewicz

To submit written public comment on an agenda item, email [edd@portlandmaine.gov](mailto:edd@portlandmaine.gov). Submissions must be received by 12:00 pm the day before the Housing & Economic Development 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 name of the agenda item (see below).

**REMOTE ACCESS INFORMATION**

The Housing & Economic Development Committee will conduct this meeting in a hybrid format via Zoom pursuant to the Remote Meeting Policy adopted by the Portland City Council. Allow your computer to install the free Zoom app to get the best meeting experience. If you are not able to attend live either in person or via Zoom, a recording will be available in the [Agenda Center](#) following the meeting.

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

You are invited to a Zoom webinar!

When: Feb 17, 2026 05:30 PM Eastern Time (US and Canada)

Topic: HEDC Meeting 2/17/2026

Join from PC, Mac, iPad, or Android:

<https://portlandmaine-gov.zoom.us/j/88410704743?pwd=VZgNCPhn3EL2xz4xAoDgZW5kEIQQC5.1>

Passcode:331367

Phone one-tap:

+19292056099,,88410704743#,,,,\*331367# US (New York)

+13017158592,,88410704743#,,,,\*331367# US (Washington DC)

Join via audio:

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 305 224 1968 US

+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

+1 646 931 3860 US

+1 346 248 7799 US (Houston)

+1 360 209 5623 US

+1 386 347 5053 US

+1 507 473 4847 US

+1 564 217 2000 US

+1 669 444 9171 US

+1 669 900 6833 US (San Jose)

+1 689 278 1000 US

+1 719 359 4580 US

+1 253 205 0468 US

+1 253 215 8782 US (Tacoma)

Webinar ID: 884 1070 4743

Passcode: 331367

International numbers available: <https://portlandmaine-gov.zoom.us/j/88410704743>

Join from an H.323/SIP room system:

H.323:

144.195.19.161 (US West)

206.247.11.121 (US East)

115.114.131.7 (India Mumbai)

115.114.115.7 (India Hyderabad)

159.124.15.191 (Amsterdam Netherlands)

159.124.47.249 (Germany)

159.124.104.213 (Australia Sydney)

159.124.74.212 (Australia Melbourne)

170.114.180.219 (Singapore)

64.211.144.160 (Brazil)

159.124.132.243 (Mexico)

159.124.168.213 (Canada Toronto)

159.124.196.25 (Canada Vancouver)

170.114.194.163 (Japan Tokyo)

147.124.100.25 (Japan Osaka)

Meeting ID: 884 1070 4743

Passcode: 331367

SIP: 88410704743@zoomcrc.com

Passcode: 331367

1. **Review and accept Minutes of previous meeting held on February 3, 2026.**
  - a. See attached draft meeting Minutes for review/approval.
2. **Consultant Presentation of Inclusionary Zoning Study and discussion - Kevin Kraft, Director/Planning and Urban Development**
  - a. See attached Memorandum and backup.
3. **Discussion regarding calendar year 2026 Committee Work Plan development - Chair Councilor Ali.**
  - a. See attached work plan format.

Next Meeting Date: March 17, 2026

**Minutes**

**Remote Housing and Economic Development Committee**

**February 3, 2026**

**NOTE: This meeting was held via Zoom and can be viewed at this link:**

**<http://www.portlandmaine.gov/1695/Economic-Development-Committee>** These

**Minutes provide a record of those in attendance, general discussion taking place, and motions made.**

A remote meeting of the Housing and Economic Development Committee (HEDC) of the Portland City Council was held on Tuesday, February 3, 2026, at 5:30 p.m. via Zoom. Present from the HEDC were Chair Councilor Pious Ali, and members Councilors Regina Phillips, Sarah Michniewicz, and Kate Sykes. Also present from the City Council were Councilors Ben Grant and Wesley Pelletier. City staff present were Housing and Community Development Division Director Mary Davis, Corporation Counsel Michael Goldman, Planning and Urban Development Deputy Director Matt Grooms, Planning and Urban Director Kevin Kraft, Assistant City Manager Dena Libner, Housing Program Manager Heidi McCarthy, Principal Administrative Officer Lori Paulette, and Housing and Economic Development Department Director Greg Watson.

**Item #1: Review and accept Minutes of previous meeting held on January 20, 2026.**

On motion made by Councilor Michniewicz, seconded by Councilor Sykes, the Committee voted 4-0 to accept the Minutes as presented.

**Item #2: Review and recommendation of proposed amendments to Chapter 14 Land Use Code regarding the Buffer Zone for Large Performance Halls with occupancy of 1,000 or more persons.**

Councilor Pelletier noted that before this would go to City Council for a vote, it would be reviewed by the Planning Board for its recommendation to the City Council. The amendments are mainly for traffic purposes, but constituents are also concerned about the economic impact on the City's arts community.

After confirming that the Committee will take public comment, Councilor Michniewicz proposed a 250-foot buffer that would address questions and concerns of venue entrances and resolve some pedestrian and traffic issues. Councilors Phillips and Sykes noted support for this proposed amendment.

Chair Councilor Ali noted the proposed amendments and questioned Mr. Kraft on the numbers.

Mr. Kraft noted that staff researched impacts associated with the proposed 750-foot buffer with the Land Use Code in the B-3 and WCZ zones and displayed a map with the likely impact of the buffer zone. The Downtown is the most publicly accessible and appropriate location for large venues. Parking data shows there is capacity to manage and meet demands of new and existing venues. A "dispersed parking strategy" is about spreading out traffic impacts, while also increasing foot traffic for other businesses and reducing choke points from one spot to another. The 750-foot buffer would limit siting of larger venues in downtown, which is contrary to the Comp Plan which calls for flexibility and higher density in the downtown. Across the country, many larger stadiums and performance halls are located in downtowns. If large venues are not allowed downtown and are sited in neighborhoods and/or neighboring communities, they would be less publicly accessible and lead to increased emissions.

Mr. Kraft noted that staff did not look at the 250-foot proposed buffer but would look into that as it moves forward to the Planning Board if the Committee concurs.

Mr. Watson thanked Mr. Kraft and noted that the City has been intentionally supporting Downtown for a number of years and recode was a deliberate attempt to locate these uses in the downtown. Focusing that kind of development in the urban core is an important concept. Mr. Watson continued highlighting that these types of uses have a significant economic benefit for the community, and there is material included in the backup documents that provides additional detail regarding the economic impacts for a downtown and its businesses, as well as tax revenue for the City and.

Chair Councilor Ali opened the meeting for public comment.

Joe Malone, lifelong resident of Portland and a commercial broker at Moulton Street in Portland noted that Live Nation made a lot of concessions and should move forward. He also works with various Portland downtown stakeholders and the most important issue he hears is that there needs to be evening activation of the Old Port and Congress Street corridor. This lack of activation could result in an economic downturn. Activation would be massive for the downtown economy, including more housing. Live Nation is needed and noted that not being able to move forward erodes trust; the City should allow it to move forward.

Thomas O'Boyle from the Portland Regional Chamber also supported the opportunity for the Live Nation approval process to move forward – it met the zoning requirements. The proposed change from 100-feet to 750-feet is not a modest adjustment; it functions as a barrier. He recommended rejecting these amendments as the economic impact for Portland, downtown, tourism, and businesses is huge and should be welcomed.

Joe Dasco, who works in Portland and a resident at 62 India Street, noted his written comments in the packet and urged the Committee to not approve the zoning amendment retroactively. The Traffic Management Plan shows that the City can support multiple large

venues. The area can also support significant parking in evenings for live events. Planning does not support the proposed increase in buffer zone and it is against established best practices. The ticket surcharge is a win for constituents and the City at large. Live Nation can build by right and should be able to do so.

Eric Hager, production manager for Ovation and resident on Essex Street, noted support for the buffer. Merrill Auditorium and the venue being proposed are sharing a single lane of traffic on Myrtle Street. When Dancing with the Stars was here recently, Myrtle Street was completely full as well as Cumberland Avenue. In emergencies, there is no room. The two venues being right next door to each other offers no room for functionality.

Mary Costigan, representing Portland Music Holdings/Live Nation, noted there is no legal basis for the moratorium but has not yet challenged it. This proposal simply kills the project – a project in full compliance with zoning. In the Maine law court, when an amendment to stop a legal use of land is considered, the Court will find land owners in accordance with the rules at time for application, which for Live Nation is 12/2024 so the 750-foot buffer would not apply. This buffer also does not comply with the Comp Plan. She urged the City Council to reject the proposed amendments.

Alison Page of the Portland Symphony Orchestra, noted public safety issues and support of the proposed amendment. For its Magic of Christmas concert, there were 20,000 patrons in 12 performances. They had a fire alarm and had to evacuate 1,000 patrons, 150 musicians and staff which was very challenging. There were definite congestion issues, including having access for the firetrucks.

Todd Goldenfarb, developer of Portland Music Hall, noted pride in helping cities thrive as they have done so since 1972. They relied on City zoning laws and codes so when they spend

significant time and money, they expect a transparent process. They did not ask for a variance or public dollars and were well within the City's code, and this was unanimously approved by Council 410 days ago and since offered benefit to the arts community through the ticket surcharge. It will also add \$44 Million in economic impacts. This is targeted to be retroactive to 12/21/2024 – 18 days before they submitted their plan and is a dangerous precedent to set. He urged the City Council to reject this and send it back to the Planning Board where it belongs.

Anastasia Contos of Top of the Old Port Parking Lot, echoed the importance of property owners being able to rely on the strength and validity of Zoning. Regarding congestion and lack of space issues around the streets, the City and Council can easily address this with requests on how vehicles are handled. For example, Dancing with the Stars, her parking lot has 3 acres of space and there were no requests for access to it. Off-street parking is available.

Martin Lotus, resident of Portland in District 3, expressed support for the 750-foot buffer as being the right distance for safety and parking. In a 2017 study, parking was noted at capacity at night and weekends. Businesses leave for lack of parking. He noted a past quote from Todd Goldenfarb that parking was tight downtown. It is needed for its residents and also there's the need for more housing. The vast majority of patrons for these venues will drive and have to park, making it difficult for residents.

Ryan Vangel, President of Live Nation New England, noted that Portland Music Hall with its 3,300 capacity is straightforward and safe. Events can be staggered with Merrill Auditorium, and, if there is overlap, it can be managed. Mr. Vangel also noted that their vehicle parking is on their site versus Dancing With the Stars. Regarding fire alarms, every building should have a plan in an orderly process and they have done that for Portland Music Hall. Its economic impact will benefit Portland immensely.

Seeing no further public comment, Chair Councilor Ali closed the public comment session.

Councilor Michniewicz appreciated the public comment and will consider it and was intrigued by off-street parking, particularly the Top of the Old Port, which could conceivably get developed at some point. She also appreciated trucks inside at PMH with its four bays. The proposed 250-foot buffer would address safety concerns without impeding the project itself.

Councilor Sykes appreciated the intent of the amendment but would not support either one – 250-foot or 750-foot per Mr. Kraft and information from the Chamber. She wanted a strong community benefit which has been done. This is a by-right development and does not violate code. The proposed 250-foot buffer would be a Planning Board item to consider.

Councilor Phillips noted that she would not support the 750-foot buffer but would support the proposed 250-foot buffer for congestion purposes on Myrtle Street.

Councilor Pelletier noted that the 750-foot buffer is for safety and traffic issues and encouraged the Committee to send it to the Planning Board for its recommendation to the City Council.

There followed a procedural discussion. Councilor Sykes noted she was fine to send this to the Planning Board for their review of both the 750-foot buffer and the 250-foot buffer and make a recommendation to the City Council, which may include no amendments. She did not want her vote to send to the Planning Board to be misinterpreted as support of either buffer proposal.

On motion made by Councilor Michniewicz, seconded Chair Councilor Ali, the Committee voted 3-1 (Phillips) to forward the proposed 750-foot and the 250-foot buffer to the Planning Board for its recommendation to the City Council.

**Item #3: Review and recommendation to the City Council of a proposed Purchase and Sale Agreement with Carassas Holdings, LLC, for Lot 31 at the Portland Technology Park.**

Mr. Watson noted that this is a follow-up from the Committee meeting on October 25, 2025, where it provided guidance to staff on this real estate negotiation. Since then, staff and Corporation Counsel have worked with the broker to draft a Purchase and Sale Agreement for review. This is for Unit #1 within the Portland Technology Park and represents approximately 3.5 acres of land for sale. This is the first formal offer in a number of years and is consistent with the IM zoning at the Park.

In response to Councilor Phillips, Mr. Watson noted the \$200,000 purchase price as seeming low but they have to bring in some additional utilities and connections to infrastructure, as well as the site has challenging soil conditions that require investment for stabilization to make it ready for buildout

Chair Councilor Ali opened the meeting for public comment and there was none.

On motion then made by Councilor Sykes, seconded by Councilor Michniewicz, the Committee voted 4-0 to forward this to the City Council with a recommendation for approval.

Mr. Goldman then noted that he would leave the meeting at this time but to call or text if there were any questions for him.

**Item #4: Review and recommendation to the City Council of the FY2027 Housing Program Budget**

Division Director Davis gave a presentation on the various funding sources available within the Housing Program Budget and the Annual Action Plan process. The City has not yet received the HOME and CDBG allocations, but the THUD bill has been approved. For budget

purposes, Ms. Davis noted that they are estimating level funding. The City uses HOME funding for administration, tenant-based rental assistance, and affordable housing development. There is \$2.5 million in the Jill C Duson Housing Trust Fund (HTF). Staff recommends a \$500,000 buffer in the HTF. The effective amount for new projects is just under \$2 million. Staff requests the Committee to make recommendations for approval to Council.

A motion was then made by Councilor Michniewicz, seconded by Councilor Phillips, to bring this to the City Council with a recommendation of approval. A vote was then taken and it passed 4-0.

**Item #5: Review and recommendation:**

**a. Recommendation to City Council approval of the 2026 Jill C. Duson Housing Trust Fund Annual Plan; and,**

**b. Committee approval of the 2026 Affordable Housing Development and Tax Increment Financing application.**

Division Director Davis mentioned that this has been presented to the Committee, although prior to the Council's Common Goal setting process. Staff is recommending no changes to the Jill C Duson Housing Trust Fund Annual Plan and 2026 Affordable Housing Development and Tax Increment Financing Application for this year. It is expected that there may be significant changes to the documents next year due to changes in the Maine Housing QAP and recommendations of the Social Housing Task Force.

A motion was then made by Councilor Sykes, seconded by Councilor Phillips, to recommend the Jill C Duson Housing Trust Fund Annual Plan be forwarded to the City Council for approval. A vote was then taken and it passed 4-0.

A motion was then made by Councilor Sykes, seconded by Councilor Michniewicz, to recommend the Affordable Housing Development and Tax Increment Financing Application be forwarded to the City Council for approval. A vote was then taken and it passed 4-0..

On motion then made by Councilor Sykes, seconded by Councilor Michniewicz, the Committee voted 4-0 to adjourn at approximately 7:35 p.m.

Respectfully, Heidi McCarthy and Lori Paulette



**Staff Memo To:**  
Housing & Economic Development Committee  
Councilor Pious Ali, Chair

---

**MEETING DATE**  
February 17, 2026

**AGENDA ITEM**  
Agenda Item 1

**PURPOSE**  
This workshop will provide an opportunity for the Housing & Economic Development Committee (HEDC) to receive an overview from the consultant team, CZB, Inc., on the Inclusionary Zoning policy study, including the data, process, and analysis, as well as preliminary findings or emerging themes. The discussion will also provide an opportunity for committee members to ask questions, offer feedback, share priorities, and provide direction to inform refinement of the final report to be presented to the City Council.

**COMMITTEE WORK PLAN/CITY COUNCIL GOAL ALIGNMENT**  
This work aligns directly with the City’s goals. Among its 2025 priorities, the City Council identified “working to implement solutions to the housing crisis, including building more working class housing.” Through the City Council’s 2026 [goal-setting process](#), the Council identified a key goal to “accelerate housing production and strengthen affordability protections.” To achieve this goal, the Council identified an action to “consider adjustments to [the City’s] inclusionary zoning ordinance to promote housing production.” Additionally, housing production is a key objective of the City’s comprehensive plan, *Portland’s Plan 2030*.

This study aims to provide a deeper understanding of how the Inclusionary Zoning policy has interacted with Portland’s housing market over the past decade.

**BACKGROUND/ANALYSIS**  
In 2025, the Planning & Urban Development Department was awarded a grant through the State of Maine’s Housing Opportunity Program. The grant was awarded to fund an evaluation of the City’s inclusionary Zoning ordinance, including an analysis of trends in housing production and local housing market dynamics. The Inclusionary Zoning study is being conducted by CZB, Inc., a firm selected through a competitive Request For Proposals released on July 10, 2025. The study aims to provide a comprehensive, data-driven analysis of the impacts of the City’s Inclusionary Zoning policy since its implementation.

The City of Portland implemented an Inclusionary Zoning ordinance in 2015 ([Order 82-15/16](#)), which went into effect on 11/18/2025, requiring residential projects with 10 or more dwelling units to either include affordable units or pay an in-lieu fee to the Jill C. Duson Housing Trust Fund. This policy aimed to leverage the private market to support affordable housing creation. In 2020, a citizen referendum introduced changes to the ordinance, increasing the required percentage of affordable units from 10% to 25% and deepening the affordability requirements. Under the new ordinance, rental units, previously restricted to households earning up to 100% of the area median income (AMI), were adjusted to 80% AMI, while ownership units shifted from 120% to 80% AMI.

**NEXT STEPS:**

Following the HEDC workshop, the final study report will be refined and presented to the City Council. The study is intended to provide the Council with a data driven analysis with recommendations for the Council to consider in terms of direction moving forward.

**FISCAL IMPACT**

On April 14, 2025, the City Council unanimously approved the acceptance and appropriation of a \$50,000 grant (8-0; Councilor Fournier absent) from the State of Maine’s Housing Opportunity Program to support a housing policy evaluation (Order 150-24/25). This grant funding is being supplemented with \$15,000 from the Planning & Urban Development Department’s operating budget for contractual services.

**CONCLUSION(S)**

This item is for discussion only.

**PRIOR COMMITTEE REVIEW**

N/A

**PREPARED BY**

Kevin Kraft, AICP  
Director  
Planning & Urban Development

Nell Donaldson  
Director of Special Projects  
Planning & Urban Development

**ATTACHMENTS**

Attachment A – Order HOP grant

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 \$50,000 GRANT FROM THE STATE  
OF MAINE'S HOUSING OPPORTUNITY PROGRAM FOR HOUSING POLICY  
EVALUATION STUDY**

**ORDERED**, that a grant in the amount of \$50,000 from the State of Maine's Housing Opportunity Program is hereby accepted and that amount appropriated to the Planning & Urban Development Department for the purpose of supporting an evaluation of existing housing policies, with a particular focus on the inclusionary zoning ordinance, as set forth in the grant agreement attached hereto; and

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



## SERVICE CONTRACT

DATE: 2/20/2025	CONTRACT AMOUNT: \$50,000
ADVANTAGE CONTRACT #:	
DEPARTMENT AGREEMENT #:	
START DATE: 1/1/2025	END DATE: 12/30/2026

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

STATE OF MAINE DEPARTMENT		
DEPARTMENT NAME: Economic and Community Development		
ADDRESS: 59 State House Station		
CITY: Augusta	STATE: ME	ZIP CODE: 04333
PROVIDER		
PROVIDER NAME: City of Portland		
ADDRESS: 389 Congress Street		
CITY: Portland	STATE: ME	ZIP CODE: 04101
PROVIDER'S VENDOR CUSTOMER #: VC1000073534		

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

**Department Representative:**

**Provider Representative:**

\_\_\_\_\_  
BY: **Denise Garland, Deputy Commissioner**  
Date

\_\_\_\_\_  
BY: **Danielle West, City Manager**  
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.*

<b>DEPARTMENT AND PROVIDER POINT OF CONTACT</b>
---

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: Benjamin Averill		
EMAIL: Benjamin.Averill@maine.gov	TELEPHONE: 207-441-9831	
ADDRESS: 59 State House Station		
CITY: Augusta	STATE: ME	ZIP CODE: 04333

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: Nell Donaldson		
EMAIL: hcd@portlandmaine.gov	TELEPHONE: 207-874-8719	
ADDRESS: 389 Congress Street		
CITY: Portland	STATE: Maine	ZIP CODE: 04101

<b>TABLE OF RIDERS</b>
------------------------

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

<input checked="" type="checkbox"/>	Funding Rider
<input checked="" type="checkbox"/>	Rider A – Scope of Work
<input checked="" type="checkbox"/>	Rider B – Terms and Conditions
<input checked="" type="checkbox"/>	Rider G – Identification of Country in Which Contracted Work will be Performed

**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
\$ 50,000	010	19A	Z336	01	6401		2025		2025

FUNDING TOTAL:                      \$ 50,000

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

State General Fund	\$ 50,000
Dedicated/Special Revenue	\$
Federal Funds	\$

**RIDER A: SCOPE OF WORK**

TABLE OF CONTENTS

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

I. ACRONYMS/DEFINITIONS:

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

<b>COMMONLY KNOWN ACRONYMS AND DEPARTMENT ABBREVIATIONS</b>	
BAA	Business Associate Agreement
Contract	Formal and legal binding agreement
Department	State of Maine Department Entering into this Contract
Provider	City of Portland
State	State of Maine

II. INTRODUCTION/OVERVIEW:

The purpose of this Contract is to provide funding as a result of RFA#202312254 to municipalities for community housing planning and implementation services to support the creation of housing development plans, including municipal ordinances, and policy amendments to support those plans.

The Provider shall engage in a study to evaluate existing housing policies and recommend additional policy actions to facilitate housing development.

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:

**Pursuant to the RFA requirements, the Provider shall submit semiannual updates and project deliverables with the first update due within six months of the date of this contract. Invoices for payment should identify matching funds provided by the municipality. Total matching funds, including in-kind costs, of \$15,000 is agreed to by the Provider.**

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

<b>RIDER B: TERMS AND CONDITIONS</b>
--------------------------------------

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

All invoices must include the following:

- A. Advantage Contract numbers for this contract.
  - B. Vendor Code number assigned when registering as a vendor with the State of Maine. This number appears on all Contracts and Purchase Orders and can be acquired from the agency contact.
  - C. Itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State.
  - D. In cases where hourly rates of contracted resources are concerned, invoices must contain a copy or copies of time sheets associated with that invoice. Time sheets will need to be reviewed and approved by the State's contract administrator.
2. **BENEFITS AND DEDUCTIONS**. If the Provider is an individual, the Provider understands and agrees that they are an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for their Income Tax records.
3. **INDEPENDENT CAPACITY**. In the performance of this Contract, the parties hereto agree that the Provider, and any agents and employees of the Provider, shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.
4. **DEPARTMENT'S REPRESENTATIVE**. The Contract Administrator shall be the Department's representative during the period of this Contract. The Contract Administrator has authority to curtail services if necessary to ensure proper execution. They shall certify to the Department when payments under the Contract are due and the amounts to be paid. They shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.
5. **CHANGES IN THE WORK**. The Department may order changes in the work, the Contract Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Procurement Review Committee. Said amendment must be effective prior to the execution of the changed work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 17. NOTICE OF CLAIMS.** The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to this Contract or which may affect the performance of duties under this Contract, and prompt notice of any claim made against the Provider by any Subcontractor which may result in litigation related in any way to this Contract or which may affect the performance of duties under this Contract.
- 18. APPROVAL.** This Contract must be approved by the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.
- 19. INSURANCE REQUIREMENT.** The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Contract with adequate liability coverage to protect itself and the Department from suits. Providers insured through a “risk retention group” insurer prior to July 1, 1991, may continue under that arrangement. Prior to or upon execution of this Contract, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.
- A. Other Provisions - Unless explicitly waived by the Department, the insurance policies shall contain, or be endorsed to contain, the following provisions:
- i. The Provider’s insurance coverage shall be the primary and contributory. Any insurance or self-insurance maintained by the Department for its officers, agents, and employees shall be in excess of the Provider's insurance and shall not contribute to it.
  - ii. The Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - iii. The Provider shall furnish the Department with certificates of insurance, and with those endorsements, if any, affecting coverage, required by these Insurance Requirements. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Department before this Contract commences. The Department reserves the right to require complete, certified copies of all required insurance policies at any time.
  - iv. All policies should contain a revised cancellation clause allowing thirty (30) days notice to the Department in the event of cancellation for any reason, including nonpayment.
  - v. The Department will not grant the Provider, or any sub-contractor of the Provider, “Additional Insured” status and the Department will not grant any Provider a “Waiver of Subrogation”.
- 20. NON-APPROPRIATION.** Notwithstanding any other provision of this Contract, if the State does not receive sufficient 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 the Maine State Legislature or Maine courts, 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 \(Notice of Risk to Personal Data Act\)](#).

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

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

- United States. Please identify state: Maine**
- Other. Please identify country: Enter Country**

Notification of Changes to the Information:

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





The Portland City Council established its 2026 Common Goals (included below) on February 2, 2026, formally communicating its policy priorities for the coming year and setting a foundation for the development of Council committee work plans.

The 2026 Council schedule currently includes approximately 10 meetings for each committee. For planning purposes, the development of a single, original policy initiative typically requires two committee meetings. This process generally includes initial conceptual discussion, review of a draft ordinance or other policy document, and a public hearing at which the committee votes on whether to recommend adoption by the full City Council.

In addition to developing and considering original policy initiatives, committee work will also include items referred by the Council, matters brought forward by staff, and panels or presentations, as needed.

### **2026 City Council Common Goals**

**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.

**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.

**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.

**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.

**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.

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 and Economic Development Committee  
2026 Work Plan

Policy Initiative	Related Council Goal	Priority Ranking
Consider adjustments to the inclusionary zoning ordinance to promote housing production.	Accelerate housing production and strengthen affordability protections.	
Consider policy amendments to streamline building permit application review and approval.	Accelerate housing production and strengthen affordability protections.	
Review Social Housing Task Force recommendations and consider Council action on next steps.	Accelerate housing production and strengthen affordability protections.	
Consider amendment to Duson Trust Fund ordinance to support housing assistance for residents (e.g., eviction prevention, security deposit assistance).	Accelerate housing production and strengthen affordability protections.	
Consider amendment to the Rent Control Ordinance to strengthen enforcement.	Accelerate housing production and strengthen affordability protections.	
Explore Ordinance regulating parking lot advertising and pricing disclosure requirements.	Strengthen economic vitality and support local businesses.	
Close out Council action on Live Nation venue proposal.	Strengthen economic vitality and support local businesses.	
Consider policy to enhance public support for the arts.	Strengthen economic vitality and support local businesses.	

## **DRAFT 2026 STAFF HEDC Calendar**

*As of February 11, 2026. Dates and topics are subject to change.*

### January 20, 2026

1. Calendar Year 2026 Work Plan Development Planning
2. Discussion re: Housing Policy and Goals for the 2026 Jill C. Duson Housing Trust Fund Annual Plan and Affordable Housing and Tax Increment Financing Application

### February 3, 2026

1. (Public Comment) Review and Recommendation of a Proposed Amendment to Chapter 14 Land Use Code regarding the Buffer Zone for Large Performance Halls with occupancy of 1,000 or more persons.
2. (Public Comment) Review and Recommendation to the City Council of the FY2026 Housing Program Budget
3. (Public Comment) Review and Recommendation:
  - a. City Council Approval of the 2026 Jill C. Duson Housing Trust Fund Annual Plan; and,
  - b. Committee Approval of the 2026 Affordable Housing Development and Tax Increment Financing Application.
4. Portland Technology Park - Draft Purchase & Sale Agreement

### February 17, 2026

1. Consultant Presentation of Inclusionary Zoning Study
2. Finalize Calendar Year 2026 Work Plan Development

### March 17, 2026

1. Discussion and review of Welcoming America Program
2. Discussion of Proposed Amendments to the City's Tax Increment Financing Policy.
3. Review of FY 2026-2027 HUD Annual Action Plan
4. Review and recommendation to the City Council Approval to Continue to Participate in the Cumberland County HOME Consortium.

### April 21, 2026

1. Review and recommendation to the City Council of the FY27 agreement for the Portland Tourism Development District
2. Review of American Cruise Line (ACL) concept for a Public/Private Partnership to develop a Pier at Portland Harbor Commons
3. Review of East End Beach Bath House concept
4. Review of RFP for Expo

### May 19, 2026

1. Staff Presentation of 2025 Annual Housing Report

### June 16, 2026

1. Confirm Summer Meeting Schedule (July and August)

2. Review and Recommendation to the City Council of AHTIF requests received from the Affordable Housing Development and Tax Increment Financing Application.

**July 21, 2026**

1. Communication: Quarter 2 (4/1/2026 -6/30/2026) Rent Control Report

**August 18, 2026**

1. Review of FY 2025-2026 HUD Consolidated Annual Performance Report (CAPER)

**September 15, 2026**

- 1.

**October 20, 2026**

1. Communication: Quarter 3 (7/1/2026 -9/30/2026) Rent Control Report

**November 17, 2026**

1. Review of FYE2026 Tax Increment Financing Annual Report
2. Review of the Housing & Economic Development Committee's 2026 Annual Accomplishment Report
3. Office of Economic Opportunity Program Presentation

**December 15, 2026**

- 1.