

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

KIMBERLY COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR. (A/L)

NOVEMBER 18, 2019 CITY COUNCIL AGENDA

The Portland City Council will hold a Special City Council meeting at 4:30 p.m. in City Council Chambers. The Honorable Ethan K. Strimling, Mayor, will preside.

PLEDGE OF ALLEGIANCE:

ROLL CALL:

ANNOUNCEMENTS:

RECOGNITIONS:

PRESENTATIONS:

State of the Schools Address - Roberto Rodriguez, Chair, Portland Board of Public Education

ANNUAL MEETING:

SPECIAL MEETING:

APPROVAL OF MINUTES OF PREVIOUS MEETING:

Approval of the Draft City Council Minutes of November 4, 2019.

PROCLAMATIONS:

APPOINTMENTS:

CONSENT ITEMS:

LICENSES:

Order 86-19/20 Granting Municipal Officers' Approval of The Francis LLC dba The Francis. Application for a Class I-A Hotel at 747 Congress Street - Sponsored by Jon P. Jennings, City Manager

The Francis LLC dba The Francis. Application for a Class I-A Hotel at 747 Congress Street.

Application was filed on 10/24/2019. New City and State applications. Applicant previously held a Class I FSE at this location.

Five affirmative votes are required for passage after public comment.

Order 87-19/20 Granting Municipal Officers' Approval of The Knotted Apron LLC dba The Knotted Apron. Application for a Class I FSE with Outdoor Dining on Private Property at 496 Woodford Street - Sponsored by Jon P. Jennings, City Manager

The Knotted Apron LLC dba The Knotted Apron. Application for a Class I FSE with Outdoor Dining on Private Property at 496 Woodford Street.

Application was filed on 10/28/2019. New City and State applications. Location was previously JP's Bistro.

Five affirmative votes are required for passage after public comment.

BUDGET ITEMS:

COMMUNICATIONS:

Com 3-19/20 Re: Asylum Seeker Donations - Sponsored by Jon P. Jennings, City Manager

To date, the City has received more than \$918,000 in donations to support asylum seekers. The cost to the City to run the Expo emergency shelter for asylum seekers exceeded \$400,000, and overflow shelter costs since the Expo closed through October is approximately \$15,000. Since closure of our emergency operations at the Expo, the City has been incurring additional costs to provide housing and basic necessities to asylum seekers, some of which may be reimbursed by the State's General Assistance Program. The City has not yet received reimbursement from the State because our General Assistance billing runs 90 days out. The City submitted for July reimbursements but have not received payment yet. Once the amount of State reimbursement is known, the City will formally launch an application process for the City's non-profit partners who assisted with our aid to asylum seekers to seek reimbursement for their expenses incurred with remaining donated funds. Additional information will be formally announced by the City Communications Department on the application process no later than December 2019.

In October, the City of Portland was awarded \$864,079 through the Federal Emergency Management Agency's (FEMA) Emergency Food and Shelter National Board Program (EFSP). Staff continue to work with FEMA to execute this award. No funds have been received yet.

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

RESOLUTIONS:

Resolve 7-19/20 Outlining Policy Goals for the City of Portland's Single-Adult Shelter Facility - Sponsored by the Health & Human Services and Public Safety Committee, Councilor Belinda Ray, Chair

The Health & Human Services and Public Safety Committee met on November 12, 2019 and voted 3-0 to forward this resolve to the City Council with a recommendation for passage.

The resolution provides a history of the Oxford Street Shelter and the City of Portland's efforts to provide shelter and services for single adults at this facility. It also codifies the will of the Council to continue the city's Housing First approach and its award-winning Long-Term Stayers Initiative at the current single adult shelter, and to commit to the following policy goals:

- Expand diversion and prevention tactics to prevent more individuals from ever entering homelessness;
- Work with other cities and towns to develop a regional strategy for addressing homelessness and more equally distributing the responsibility of caring for the homeless across municipalities;
- Continue pursuing partnerships to address the needs of specific homeless populations, increase the supply of permanent housing for the chronically homeless, and reduce the average nightly census at the City run facility; and
- Develop clear guidelines establishing that services provided by the shelter, including meals, are only for shelter clients who have completed or are completing the intake process.

With regard to capacity, the committee settled on the following guidance:

- Ensure the new facility is built with ample capacity to handle our current average annual nightly census for the previous 12 months. As of September 30, 2019, the average nightly census for the previous 12 months was 210;
- Ensure the new facility has adequate capacity to handle overflow onsite as needed; and
- Over time, as the average nightly census regularly and on a year-round basis comes in below 200, consider establishing an appropriate cap on city services at the facility, with sufficient advanced notice to other communities and the State government regarding when said cap will go into effect.

Five affirmative votes are required for passage after public comment.

Resolve 8-19/20 Supporting the Youth Strikes for Emergency Climate Crisis Action in Maine - Sponsored by the Sustainability and Transportation Committee, Councilor Spencer Thibodeau, Chair

The Sustainability and Transportation Committee met on October 16, 2019, and voted 3-0 to forward this item to the City Council with a recommendation for passage.

This Resolution declares a climate emergency and commits the City to seek opportunities to achieve carbon neutrality by 2030.

Five affirmative votes are required for passage after public comment.

UNFINISHED BUSINESS:

Order 71-19/20 Approving Traffic Schedule Amendment Re: St. John and Valley Street Neighborhood - Sponsored by Jon P. Jennings, City Manager

On September 11, 2018, the City of Portland Planning Board conditionally approved a Level III site plan for Maine Medical Center's new 2,400-space employee garage at 190 St. John Street. The approved plan, which contemplates the introduction of a signal at the St. John Street/D Street intersection, includes numerous changes within the city's right of way on St. John Street, including the integration of new sidewalks, crosswalks, bicycle lanes, and turn lanes, and the elimination of approximately 13 spaces of on-street parking. As of October 15, 2019, Maine Medical Center (MMC) has completed many of the changes to the right-of-way, including the striping of St. John Street, which has resulted in the elimination of on-street parking.

In the time since the site plan approval, and particularly since construction of the garage has affected the availability of on-street parking, neighbors have become increasingly aware of and concerned about the loss of on-street parking on St. John Street in the vicinity of D Street. The Department of Planning and Urban Development, the Parking Division, the City Manager's office, and the City Council have heard numerous complaints about potential impacts to residential and other properties in the area. In response, the Department of Planning & Urban Development has worked with the City Manager, the Department of Public Works, and the Parking Division to develop three potential changes to the city's traffic schedule, each of which would, either alone or in concert with the others, have the effect of restoring or creating neighborhood parking supply in the area of St. John Street. The goal of these changes is to address neighbors' concerns regarding loss of on-street parking while balancing the operational needs of MMC's garage and the city's broader street network. The changes include: 1) a change to the striping plan for St. John Street at D Street (*with two options presented here for Council consideration*); 2) a conversion of C Street to two-way operation between St. John Street and Valley Street; and 3) a change to time restrictions for on-street parking on the east side of Valley Street between C Street and D Street.

This item must be read on two separate days. It was given a first reading on October 21, 2019. On November 4, 2019, this item was postponed to November 18, 2019. Five affirmative votes are required for passage after public comment.

Order 72-19/20 Amendment to the Portland City Code Chapter 17 Re: Facial Recognition Technology Prohibition - Sponsored by Councilor Pious Ali and Councilor Brian Batson

Concerns about loss of privacy and civil rights matters have arisen with the advent of facial recognition technology around the world. This prohibition, based on others in the United States that have already been adopted, prohibits the use of facial recognition technology by city officials and employees and does not provide any exceptions, including for law enforcement officers.

This item must be read on two separate days. This item was given a first reading on October 21, 2019. On November 4, 2019, this item was postponed to November 18, 2019. Five affirmative votes are required for passage after public comment.

Order 76-19/20 Declaring January 30, 2020 to February 1, 2020 the CarnavalME 2020 Festival – Sponsored by Jon P. Jennings, City Manager

This order declares January 30, 2020 to February 1, 2020 the CarnavalME 2020 Festival.

CarnavalME 2020 will run Thursday, January 30, 2020 through Saturday, February 1, 2020 and will be held on the Eastern Promenade Park (including the hillside and Cutter Street parking lots). Some events will be free to attendees, and others will be ticketed events. Additional details about the event are included in the agenda backup.

Consideration of this item was postponed to this meeting at the November 4, 2019 City Council Meeting. Five affirmative votes are required for passage after public comment.

Order 80-19/20 Approving the Collective Bargaining Agreement with the Professional and Technical City Employee Association - Sponsored by Jon P. Jennings, City Manager

The collective bargaining agreement with the Professional and Technical City Employee Association expired on July 6, 2019. The Association is comprised of approximately 140 Professional and Technical employees, namely engineers, nurses and nurse practitioners and other jobs located throughout the City. The City staff has reached a tentative agreement for a two (2) year contract. Terms of the two year agreement include a 2.50% general wage increase for Fiscal Year 2020 retroactive to July 7, 2019; also effective July 7, 2019 is a longevity step at 15 years of service, and a 2.75% general wage increase effective July 5, 2020. The general wage increases are consistent with guidance received by Council on July 8, 2019.

Other terms of the tentative agreement include:

Article 11 – minor changes to who is eligible for shifts differentials and when they receive them

Appendix A – the following positions received one grade upgrades:

Elections Administrator

Historic Preservation Manager

Recreation Supervisor

Aquatics Supervisor

Human Services Councilors/Shelters

The total direct cost for the three-year agreement is approximately \$810,000.

Pro Tech members have ratified the two (2) year tentative agreement.

This item must be read on two separate days. It was given a first reading on November 4, 2019. Five affirmative votes are required after public comment.

Order 81-19/20 Approving Modification to Agreement between Portland and Maine Department of Transportation Re: Cumberland Avenue Improvements - Sponsored by Jon P. Jennings, City Manager

This modification to agreement, between the Maine Department of Transportation (MaineDOT) and the City of Portland, obligates MaineDOT to mill and fill Cumberland Avenue, adjust the City's sanitary sewer manhole frames and covers, as necessary, update and/or install new pedestrian curb ramps to meet American Disability Act requirements, and all appurtenances when MaineDOT's contractor paves Cumberland Avenue. The modification obligates the City to pay MaineDOT for 25% of the work as its municipal share, or \$136,471.20, and an additional \$14,000.00 for manhole adjustments from a water resources fund. This is an increase \$37,196.20 from the original agreement due to higher bid prices currently occurring in the area.

This item must be read on two separate days. It was given a first reading on November 4, 2019. Five affirmative votes are required after public comment.

Order 82-19/20 Approving the Modification to Agreement between Portland and the Maine Department of Transportation Re: Danforth Street Improvements - Sponsored by Jon P. Jennings, City Manager

This modification to agreement, between the Maine Department of Transportation (MaineDOT) and the City of Portland, obligates MaineDOT to mill and fill Danforth Street, adjust the City's sanitary sewer manhole frames and covers, as necessary, update and/or install new pedestrian curb ramps to meet American Disability Act requirements, and all appurtenances when MaineDOT's contractor paves Danforth Street. The modification obligates the City to pay MaineDOT for 25% of the work as its municipal share, or \$212,628.57, and an additional \$10,000.00 for manhole adjustments from a water resources fund. This is an increase of \$35,978.57 from the original agreement due to higher bid prices currently occurring in the area.

This item must be read on two separate days. It was given a first reading on November 4, 2019. Five affirmative votes are required for passage after public comment.

Order 83-19/20 Approving Modification to Two-Party Agreement between Portland and the Maine Department of Transportation Re: India Street Improvements - Sponsored by Jon P. Jennings, City Manager

This modification to agreement, between Maine Department of Transportation (MaineDOT) and the City of Portland, obligates MaineDOT to mill and fill India Street and adjust the City's sanitary sewer manhole frames and covers, as necessary, when MaineDOT's contractor paves India Street. The agreement obligates the City to pay MaineDOT \$183,874.00, and an additional \$10,000.00 for manhole adjustments from a water resources fund. This is less than the original agreement cost the City, due to removing American Disability Act requirement work and an error in the original state estimate.

This item must be read on two separate days. It was given a first reading on November 4, 2019. Five affirmative votes are required for passage after public comment.

Order 84-19/20 Approving the Application for, Acceptance and Appropriation of an up to \$250,000 Brownfields Assessment Grant - Sponsored by Jon P. Jennings, City Manager

City Council approval is sought to submit an application to the United States Environmental Protection Agency (EPA) for up to \$250,000 of additional Brownfield Assessment Grant Funding, as well as accepting and appropriating the Grant if awarded.

At this time, only \$40,000 remains of \$200,000 in Assessment Funds that the City received from EPA in 2018.

This item must be read on two separate days. It was given a first reading on November 4, 2019. Five affirmative votes are required for passage after public comment.

Order 85-19/20 Amendment to Portland City Code Chapter 3 Re: Brewery Manufacturing Licenses - Sponsored by Jon P. Jennings, City Manager

The City of Portland enacted an ordinance to license Brewery, Winery and Distillery Manufacturing businesses as part of the budget process for fiscal year 2020, and the City Council voted later to delay the implementation until November 1, 2019, requesting review of the classifications. This amendment aligns the city ordinance with the current state definition, revised by the Maine State Legislature effective in September, 2019. A large brewery, winery or distillery has, under that definition, an amount of 930,000 gallons of annual product. Two businesses in Portland fall under that classification. Twenty-eight businesses would be, under this amendment, classified as a small brewery, winery or distiller, manufacturing, manufacturing less than that. License fees are \$250.00 for small and \$2,000 for large breweries, wineries and distilleries.

This item must be read on two separate days. It was given a first reading on November 4, 2019, 2019. Five affirmative votes are required for passage after public comment.

ORDERS:

Order 88-19/20 Accepting an Easement Deed for a Bus Shelter at 758 Stevens Avenue from the University of New England - Sponsored by Jon P. Jennings, City Manager

The University of New England (UNE) in coordination with Greater Portland Transit District (METRO) is seeking to install a bus shelter on UNE's property near the Armory building on campus in an effort to increase usage of public transportation by UNE students, faculty and staff, as well as by residents of Park-Danforth and the neighborhood. In order to do this, UNE seeks to grant easement to the City and to construct a concrete pad on said easement on which METRO shall install a bus shelter.

Five affirmative votes are required for passage after public comment.

**Order 89-19/20 Setting Election Date on Amendment to the Portland City Charter
Re: Ranked Choice Voting - Sponsored by the Legislative/Nominating Committee,
Councilor Pious Ali, Chair**

The Legislative/Nominating Committee met on October 15, 2019 and voted 3-0 to forward this item to the City Council with a recommendation for passage.

This order sets the election date for the amendment to the Portland City Charter on Ranked Choice Voting as March 3, 2019.

Five affirmative votes are required for passage after public comment.

AMENDMENTS:

6:00 P.M. PUBLIC COMMENT PERIOD ON NON-AGENDA ITEMS:

EXECUTIVE SESSION:

Potential Executive Session, Pursuant to 1 M.R.S. Section 405(6)(E), to Consult with the City's Attorney Regarding the City's Legal Rights and Duties relating to Homeless Shelter Policies - Sponsored by Danielle West-Chuhta, Corporation Counsel

MINUTES ARE DRAFT UNTIL APPROVED BY THE CITY COUNCIL

ROLL CALL:

Mayor Strimling called the meeting to order at 5:40 P.M. (Councilor Mavodones absent, Councilor Ray arrived before Order 74)

ANNOUNCEMENTS:

PRESENTATIONS:

RECOGNITIONS:

SPECIAL MEETING:

**Special Meeting of the Corporator of the Portland Development Corporation -
Sponsored by Mayor Ethan K. Strimling**

Motion was made by Councilor Costa and seconded by Councilor Duson to recess the meeting of the City Council and convene the Special meeting of the Corporator of the Portland Development Corporation.
Passage 7-0.

Order 73-19/20 Appointing Julie Viola as a Director of the Portland Development Corporation - Sponsored by the Legislative/Nominating Committee, Councilor Pious Ali, Chair

Motion was made by Councilor Ali and seconded by Councilor Cook for passage.
Passage 7-0.

Motion was made by Councilor Duson and seconded by Councilor Batson to adjourn the Special meeting of the Corporator of the Portland Development Corporation. Passage 7-0.

ANNUAL MEETING:

Annual Meeting of the Corporator of Creative Portland - Sponsored by Mayor Ethan K. Strimling

Motion was made by Councilor Batson and seconded by Councilor Cook to recess the meeting of the City Council and convene the Annual meeting of the Corporator of the Creative Portland Corporation. Passage 7-0.

Order 74-19/20 Appointing Eliza Gin, Sam Mateosian, and Gerard Salvo as Directors of the Creative Portland Corporation - Sponsored by the Legislative/Nominating Committee, Councilor Pious Ali, Chair

Motion was made by Councilor Ali and seconded by Councilor Batson for passage. Passage 8-0.

Motion was made by Councilor Costa and seconded by Councilor Ray to adjourn the meeting of the Corporator of the Creative Portland Corporation and reconvene the regular meeting of the City Council. Passage 8-0.

APPROVAL OF MINUTES OF PREVIOUS MEETING:

Approval of the Draft October 21, 2019 City Council Minutes.

Motion was made by Councilor Ray and seconded by Councilor Costa for passage. 8-0.

PROCLAMATIONS:

Proclamation 5-19/20 Honoring The People of the Great City of Arkhangelsk - Sponsored by Mayor Ethan K. Strimling

Proclamation 6-19/20 Honoring Mark Adelson - Sponsored by Mayor Ethan K. Strimling

APPOINTMENTS:

CONSENT ITEMS:

Order 75-19/20 Declaring November 29, 2019 to December 22, 2019 the Portland Downtown Light Up Your Holidays Festival – Sponsored by Jon P. Jennings, City Manager

Motion was made by Councilor Ray to bifurcate the Consent Items. Passage 8-0.

Motion was made by Councilor Ray and seconded by Councilor Batson for passage.
Passage 8-0.

**Order 76-19/20 Declaring January 30, 2020 to February 1, 2020 the CarnavalME
2020 Festival – Sponsored by Jon P. Jennings, City Manager**

Motion was made by Councilor Ray and seconded by Councilor Cook to postpone Order
76 to the November 18, 2019 City Council Meeting. Passage 8-0.

LICENSES:

**Order 77-19/20 Granting Municipal Officers' Approval of Ada's Pasta, Inc. dba
Ada's Pasta. Application for a Class III & IV FSE at 642 Congress Street -
Sponsored by Jon P. Jennings, City Manager**

Motion was made by Councilor Ray and seconded by Councilor Costa for passage.
Passage 8-0.

**Order 78-19/20 Granting Municipal Officers' Approval of 207 Holdings LLC dba
207 Holdings. Application for a Class XI FSE at 337 Cumberland Avenue-
Sponsored by Jon P. Jennings, City Manager**

Motion was made by Councilor Batson and seconded by Councilor Ray for passage.
Passage 8-0.

BUDGET ITEMS:

COMMUNICATIONS:

RESOLUTIONS:

UNFINISHED BUSINESS:

**Order 71-19/20 Approving Traffic Schedule Amendment Re: St. John and Valley
Street Neighborhood - Sponsored by Jon P. Jennings, City Manager**

Mayor Strimling took Order 71 and 72 out of order.

Motion was made by Councilor Thibodeau and seconded by Councilor Ray to postpone
Order 71 to November 18, 2019. Passage 8-0

Order 72-19/20 Amendment to the Portland City Code Chapter 17 Re: Facial Recognition Technology Prohibition - Sponsored by Councilor Pious Ali and Councilor Brian Batson

Motion was made by Councilor Costa and seconded by Councilor Ray to postpone Order 72 to the November 18, 2019 City Council Meeting. Passage 8-0.

6:00 P.M. PUBLIC COMMENT PERIOD ON NON-AGENDA ITEMS:

Order 162-18/19 Amendment to the Portland City Code Chapter 14 Re: Drive-throughs in the B-2, B-2b and B-2c Community Business Zones - Sponsored by the Planning Board, Sean Dundon, Chair

Motion was made by Councilor Ray and seconded by Councilor Cook to postpone Order 162 to the December 16, 2019 City Council Meeting. Passage 7-0 (Strimling gone).

Order 59-19/20 Amendment To Portland City Code Chapter 10 Re: Life Safety Code 2018 Edition - Sponsored by Health and Human Services and Public Safety Committee, Councilor Belinda Ray, Chair

Motion was made by Councilor Ray and seconded by Councilor Costa to amend Order 59 by deleting Section 10-3(A)(2) full sprinkler system requirements. Passage 7-0 (Strimling gone).

Motion was made by Councilor Ray and seconded by Councilor Batson for passage as amended. 7-0 (Strimling gone).

Order 68-19/20 Approving the Collective Bargaining Agreement with the American Federation of State, County and Municipal Employees (AFSCME) Local 481-00 Labor & Trades - Sponsored by Jon P. Jennings, City Manager

Motion was made by Councilor Costa and seconded by Councilor Batson for passage. Passage 7-0 (Strimling gone)

Order 69-19/20 Approving the Collective Bargaining Agreement with the City Employees Benefit Association of the American Federation of State, County and Municipal Employees, Local 1373 - Sponsored Jon P. Jennings, City Manager

Motion was made by Councilor Costa and seconded by Councilor Ray for passage. Passage 7-0. (Strimling gone).

ORDERS:

Order 79-19/20 Accepting and Appropriating the Firehouse Subs Public Safety Foundation, Inc. Grant of \$20,950.00 for Fire Equipment - Sponsored by Jon P.

Jennings, City Manager

Motion was made by Councilor Ray and seconded by Councilor Costa to suspend the rules and waive the second reading. Passage 7-0 (Strimling gone)

Motion was made by Councilor Cook and seconded by Councilor Dusen for passage as an emergency. Passage 7-0 (Strimling gone)

Order 80-19/20 Approving the Collective Bargaining Agreement with the Professional and Technical City Employee Association - Sponsored by Jon P. Jennings, City Manager

This is a first reading.

Order 81-19/20-19/20 Approving Modification to Agreement between Portland and Maine Department of Transportation Re: Cumberland Avenue Improvements - Sponsored by Jon P. Jennings, City Manager

This is a first reading

Order 82-19/20 Approving the Modification to Agreement between Portland and the Maine Department of Transportation Re: Danforth Street Improvements - Sponsored by Jon P. Jennings, City Manager

This is a first reading.

Order 83-19/20 Approving Modification to Two-Party Agreement between Portland and the Maine Department of Transportation Re: India Street Improvements - Sponsored by Jon P. Jennings, City Manager

This is a first reading.

Order 84-19/20 Approving the Application for, Acceptance and Appropriation of an up to \$250,000 Brownfields Assessment Grant - Sponsored by Jon P. Jennings, City Manager

This is a first reading

AMENDMENTS:

Order 85-19/20 Amendment to Portland City Code Chapter 3 Re: Brewery Manufacturing Licenses - Sponsored by Jon P. Jennings, City Manager

This is a first reading.

Councilor Cook asked Corporation Counsel to provide information on what authority under the zoning ordinance we might have regarding restricting detention cells, whether that is allowed under the existing zoning of One City Center. Whether we would have the authority to impact a federal obligation.

Councilor Cook also asked what the rules are around public assemblies and what the holdup has been. Across the street planned parenthood there are protesters on a daily basis. She is curious to see what those that are protesting might be running against.

Motion was made by Councilor Ray and seconded by Councilor Costa to adjourn. Passage 7-0, 8:40 PM

MEMORANDUM
City Council Agenda Item

FROM:

DATE: October 29, 2019

SUBJECT: Order 86-19/20 Granting Municipal Officers' Approval of The Francis LLC dba The Francis. Application for a Class I-A Hotel at 747 Congress Street - Sponsored by Jon P. Jennings, City Manager

SPONSOR:

(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 no why not?)

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

I. SUMMARY

II. AGENDA DESCRIPTION

The Francis LLC dba The Francis. Application for a Class I-A Hotel at 747 Congress Street.

Application was filed on 10/24/2019. New City and State applications. Applicant previously held a Class I FSE at this location.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis and Background that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. 20191029095830966
2. The Francis

Prepared by:

Date: 10/29/2019



October 24, 2019

Dear Mayor Strimling and Members of City Council,

Our intent at The Francis Hotel, located at 747 Congress St, is to supply our rooms with the best that Maine has to offer in packaged food and beverage. In doing so, we need to obtain a liquor license to purchase and store various alcoholic beverages in the mini bars in each of our 15 rooms.

Please take this application into consideration when making your decision regarding our liquor license.

Sincerely,

Anthony DeLois



CITY OF PORTLAND

Permitting and Inspections Department

Application for Food Service Establishment with Alcoholic Beverages License

Business Information			
Business Name (d/b/a):	THE FRANCIS	Phone:	207 772-7485
Location Address:	747 Congress St	Zip:	04102
If new, what was formerly at this location:			
Mailing Address:	747 Congress St	Zip:	04102
Contact Person:	Anthony Delois	Phone:	646 784-3304
Contact Person Email:	anthony@uncommongroups.com		
Manager of Establishment:	Anthony Delois	Date of Birth:	06/14/1981
		Phone:	646 784-3304
Owner of Premises (Landlord):	Anthony Delois		
Address of Premises Owner:	5 Reef Rd Cape Elizabeth, ME	Zip:	04107

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

Name of Owner(s)	Date of Birth	Residence Address
Anthony Delois	06/14/1981	5 Reef Rd Cape Elizabeth, ME 04107
Nate Delois	04/26/1978	9 Old Foot Rd Cape Elizabeth, ME 04107

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

Corporate Name		Corporate Mailing Address	
		Zip:	
Contact Person:		Phone:	
Principal Officers			
Title	Date of Birth	Residence Address	
Class of Liquor License:		1A less than 15 rooms	



CITY OF PORTLAND
Permitting and Inspections Department

Type of food served:	SNACKS	
Please circle all that will be served:	(Beer) (Wine) (Liquor)	
Projected percentage of sales:	Generated from Food: 0.3%	Generated from Alcohol: 0.2%
Hours & days of operation:	24/7	
QUESTIONS		
Will full-course meals, only capable of consumption with the use of tableware, be served the entire time the establishment is open?	Y/N	
If No, please explain:	WE ARE APPLYING FOR INDOOR MINI BAR	
Is the establishment less than 300 feet from a school, dormitory, church or parish house, or similar establishment?	Y/N	
If yes, give the distance:		
Will you have entertainment on the premises? (If yes, a Supplemental Application for Entertainment is required.)	Y/N	
Will you permit dancing after 1:00 a.m.?	Y/N	
Will you have outside dining? (If yes, an Outdoor Dining Application is required)	Y/N	
If yes, will the outside dining be on PUBLIC or PRIVATE property (circle one).		
Will you have any amusement devices (pinball, video games, juke box)?	Y/N	
If yes, please list: # of pinball machines: _____ # of amusements: _____ # of pool tables: _____		
What is your targeted opening date?	WE ARE ALREADY OPEN	
Does the Issuance of this license directly or indirectly benefit any City employee(s)?	Y/N	
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?	Y/N	
If Yes, please list business name(s) and location(s):	BOLSTER SHOW ? CO @ 747 Congress St	
Is any principal officer under the age of 21?	Y/N	
Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of law?	Y/N	
If Yes, please explain:	NATE DELOS -> DUI IN 2014	

I, ANTHONY DELOS 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 [Signature] Title OWNER/COO Date 10/24/2015

Bureau of Alcoholic Beverages & Lottery Operations
 Liquor Licensing & Enforcement Division
 8 State House Station,
 Augusta, ME 04333-0008
 Phone: (207) 624-7220
 Fax: (207) 287-3434
 Email inquiries: MaineLiquor@Maine.gov



DIVISION USE ONLY	
License No:	
Class:	By:
Deposit Date:	
Amt. Deposited:	
Cash Ck Mo:	

Hotel Mini-bar Application

PRESENT LICENSE EXPIRES: _____

Fee Schedule

Hotels with a current Liquor License.....\$100.00

Number of Mini-bars requested _____ X \$5.00 @ Mini-bar = _____ (not to exceed \$900.00)

Hotels without a Liquor License.....\$200.00

Number of Mini-bars requested 15 X \$10.00 @ Mini-bar = 150.⁰⁰

Filing Fee.....\$10.00

ALL QUESTIONS MUST BE ANSWERED IN FULL

Corporation Name: <u>THE FRANCIS, LLC</u>			Business Name (D/B/A) <u>THE FRANCIS</u>		
APPLICANT(S) –(Sole Proprietor) <u>ANTHONY DELOIS</u>			DOB: <u>6/14/1981</u>		
NAME <u>NARE DELOIS</u>			DOB: <u>04/26/1978</u>		
Address <u>795 CONGRESS ST</u>			Mailing Address <u>SAME</u>		
City/Town <u>PORTLAND</u>	State <u>ME</u>	Zip Code <u>04102</u>	City/Town <u>PORTLAND</u>	State <u>ME</u>	Zip Code <u>04102</u>
Telephone Number <u>646-784-3304</u>		Fax Number		Business Telephone Number <u>207-772-7485</u>	
Federal I.D. # <u>81-3577405</u>		Fax Number		Seller Certificate #: or Sales Tax #: <u>118735Z</u>	
Email Address: Please Print <u>anthony@uncommongroups.com</u>			Website: <u>www.thefrancismaine.com</u>		

1. Is applicant a corporation, limited liability company or limited partnership? YES ☒ NO ☐

If Yes, please complete Corporate Information Required for Business Entities who are licensees.

2. If manager is to be employed, give name: ANTHONY DELOIS

3. If business is NEW or under new ownership, indicate starting date: _____

Requested inspection date: _____ Business hours: _____

4. Business records are located at: 795 Congress St. Portland, ME 04102

5. Is/are applicants(s) citizens of the United States? YES ☒ NO ☐

6. Is/are applicant(s) residents of the State of Maine? YES ☒ NO ☐

7. List name, date of birth, and place of birth for all applicants, managers, and bar managers. Give maiden name, if married:
Use a separate sheet of paper if necessary.

Name in Full (Print Clearly)	DOB	Place of Birth
Anthony Delois	06/14/1981	Brunswick, ME
Residence address on all of the above for previous 5 years (Limit answer to city & state)		
Portland, ME → Norwalk, CT → Portland, ME → Arlington, MA → Cape Elizabeth, ME		

8. Has/have applicant(s) or manager ever been convicted of any violation of the law, other than minor traffic violations, of any State of the United States? YES ☒ NO ☒

Name: NATE DELOIS Date of Conviction: 2014
Offense: DUI Location: PORTLAND
Disposition: GUILTY

9. Will any law enforcement official benefit financially either directly or indirectly in your license, if issued?
Yes ☐ No ☒ If Yes, give name: _____

10. Has/have applicant(s) formerly held a Maine liquor license? YES ☒ NO ☐

11. Does/do applicant(s) own the premises? Yes ☒ No ☐ If No give name and address of owner: _____

12. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services?
YES ☒ NO ☐ Applied for: _____

13. What is the distance from the premises to the **NEAREST** school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? 1000 ft Which of the above is nearest? Church

14. Have you received any assistance financially or otherwise (including any mortgages) from any source other than yourself in the establishment of your business? YES ☐ NO ☒

If YES, give details: _____

The Division of Liquor Licensing & Enforcement is hereby authorized to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also such books, records and returns during the year in which any liquor license is in effect.

NOTE: "I understand that false statements made on this form are punishable by law. Knowingly supplying false information on this form is a Class D offense under the Criminal Code, punishable by confinement of up to one year or by monetary fine of up to \$2,000 or both."

Dated at: Portland, ME 04102 on October 24, 20 19
Town/City, State Date

Please sign in blue ink

Signature of Applicant or Corporate Officer(s)

Signature of Applicant or Corporate Officer(s)

Print Name

Print Name



State of Maine
Division of Alcoholic Beverages and
Lottery Operations
Division of Liquor Licensing and Enforcement

**Corporate Information Required for
Business Entities Who Are Licensees**

Questions 1 to 4 must match information on file with the Maine Secretary of State's office. If you have questions regarding this information, please call the Secretary of State's office at (207) 624-7752. Please clearly complete this form in its entirety.

1. Exact legal name: THE FRANCUS, LLC
2. Doing Business As, if any: THE FRANCUS
3. Legal Entity's FEIN #: 81-3577405
4. Date of filing with Secretary of State: 8/11/2016 State in which you are formed: ME
5. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine: _____
6. List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list the percentage ownership: (attached additional sheets as needed)

NAME	ADDRESS (5 YEARS)	Date of Birth	TITLE	Ownership %
ANTHONY DELOIS	PORTLAND, ME / NORWALK, CT / PORTLAND, ME / ARLINGTON, MA / CAPE ELIZABETH	06/14/1981	COO	27%
NATE DELOIS	FALMOUTH, ME / PORTLAND, ME CAPE ELIZABETH, ME / YARMOUTH, ME	04/26/1978	OWNER	33%
JEFF HARTDUST	FALMOUTH, ME	02/17/1978	OWNER	40%

(Stock ownership in non-publicly traded companies must add up to 100%.)

7. If Co-Op # of members: _____ (list primary officers in the above boxes)

8. Has any principal person involved in the entity ever been convicted of any violation of the law, other than minor traffic violations, in the United States?

Yes



No



9. If Yes to Question 8, please complete the following: (attached additional sheets as needed)

Name: NATE DELAIS

Date of Conviction: 2014

Offense: DOI

Location of Conviction: PORTLAND

Disposition: GUilty

Signature:

PLEASE SIGN IN BLUE INK



Signature of Owner or Corporate Officer

10/24/2019

Date

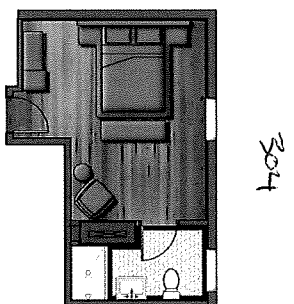
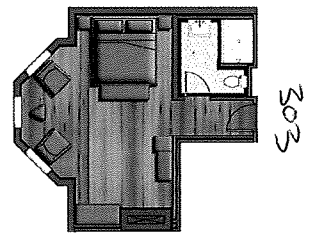
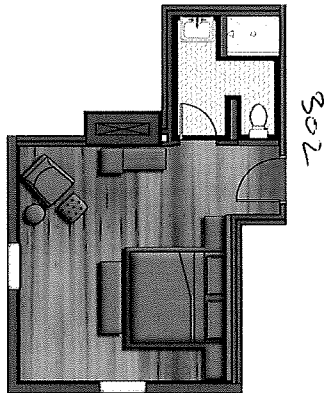
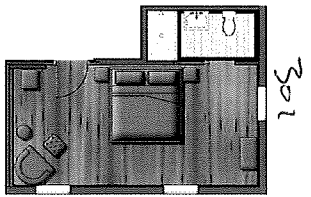
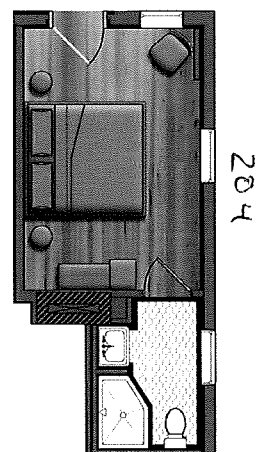
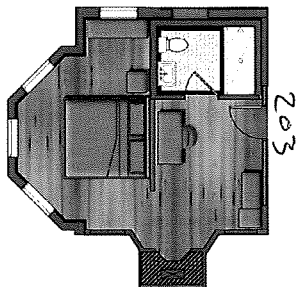
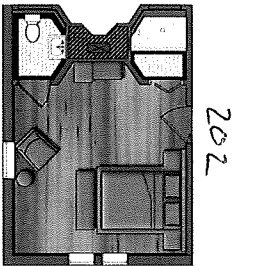
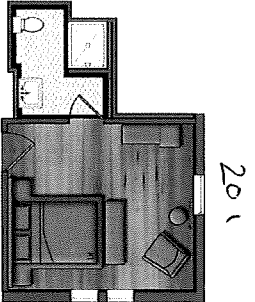
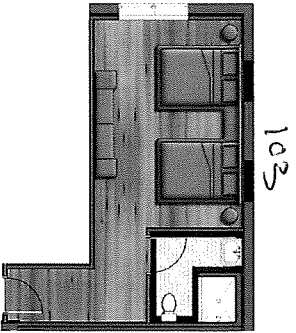
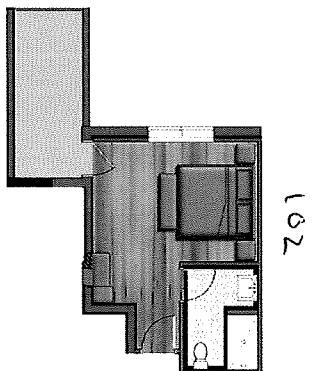
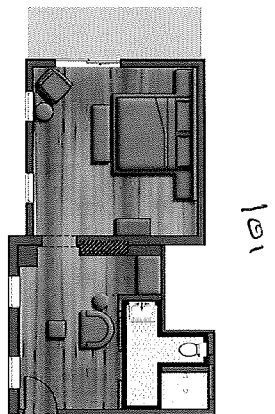
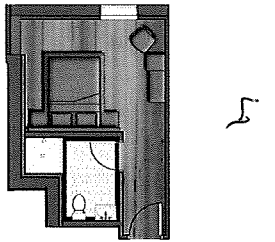
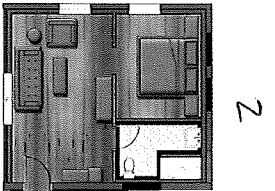
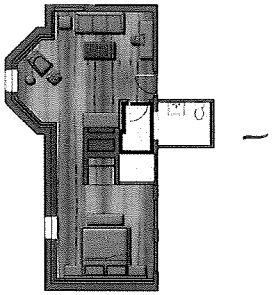
NATE DELAIS

Print Name of Owner or Corporate Officer

Submit Completed Forms To:

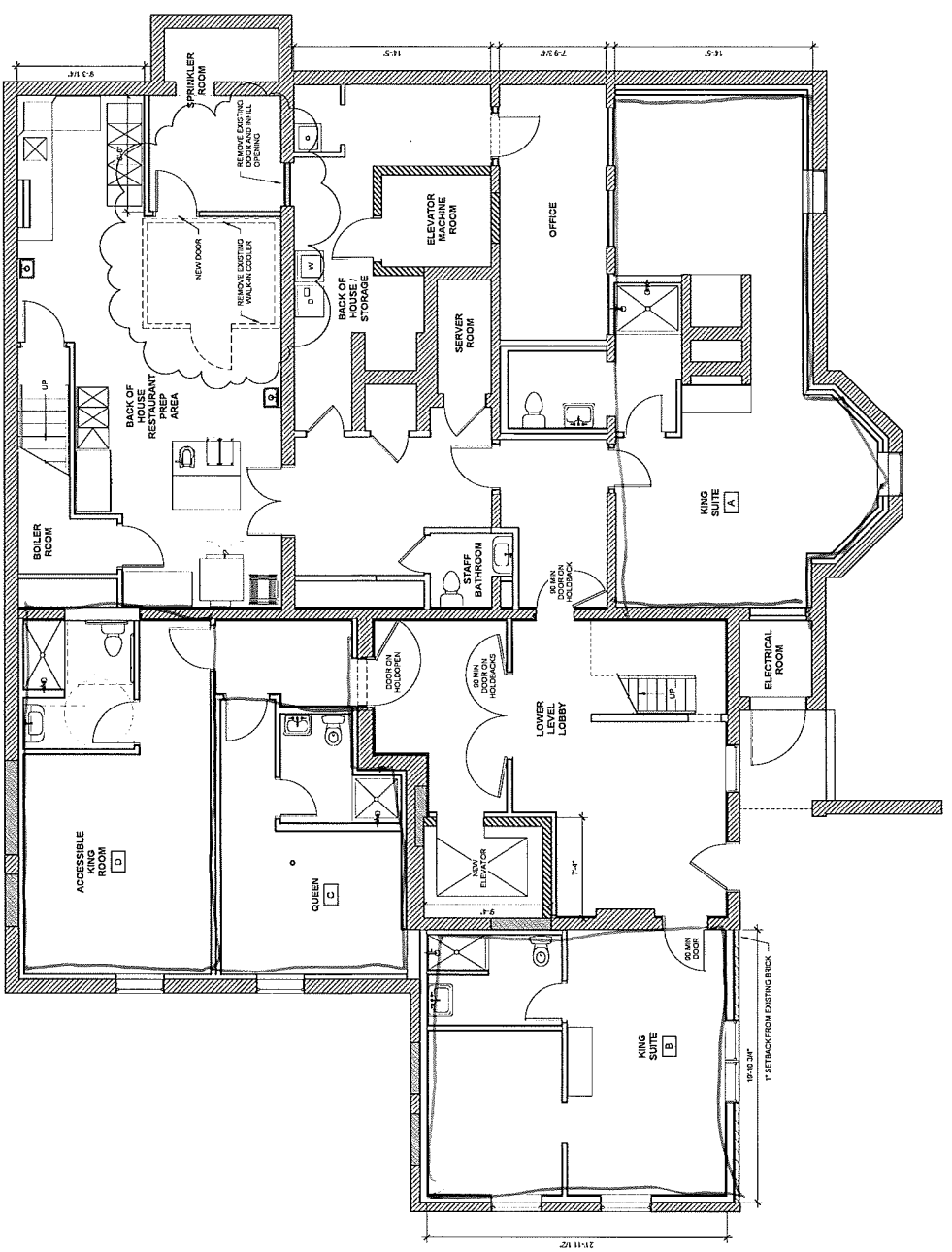
Bureau of Alcoholic Beverages
Division of Liquor Licensing and Enforcement
8 State House Station, Augusta, Me 04333-0008 (Regular address)
10 Water Street, Hallowell, ME 04347 (Overnight address)
Telephone Inquiries: (207) 624-7220 Fax: (207) 287-3434
Email Inquiries: MaineLiquor@Maine.gov

Room Layouts

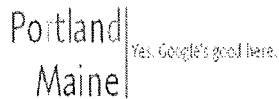




1 | GROUND FLOOR - NEW
1/4" = 1'-0"



DATE: 03 DEC 2018		SCALE: 1/4" = 1'-0"	PROJECT: THE FRANCIS		747 CONGRESS ST PORTLAND, ME 04102		ARCHITECT: A RECHTYPE architects 181 Union Wharf Portland, Maine 04101 (207) 772-0222		CONSULTANT: 747 CONGRESS LLC		DRAWN BY: DAVID M. BROWN CHECKED BY: DAVID M. BROWN DATE: 03 DEC 2018	
NEW GROUND FLOOR PLAN			9 11-00-18		RESTAURANT		CHANGING IN					



Jessica Hanscombe <jhanscombe@portlandmaine.gov>

Re: The Francis

Dan Hondo <danh@portlandmaine.gov>

Mon, Oct 28, 2019 at 7:26 PM

To: Jessica Hanscombe <jhanscombe@portlandmaine.gov>

No issues on PD side

On Mon, Oct 28, 2019 at 9:52 AM Jessica Hanscombe <jhanscombe@portlandmaine.gov> wrote:

Good Morning

Please see the attached application for a Class IA license. This is for mini bars in the rooms only. This will go before Council on 11/18/2019. Please advise. Jessica

Jessica Blais Hanscombe
Licensing and Housing Safety Manager
389 Congress Street Room 307
Portland, Maine 04101
207-874-8783
jhanscombe@portlandmaine.gov

--

Lt. Dan Hondo
Portland Maine Police Dept.
Patrol Team B3/B4
(207)874-8513



MAINE STATE BUREAU OF IDENTIFICATION
45 Commerce Drive, Suite 1 / STATE HOUSE STATION # 42
AUGUSTA, ME 04333
(207) 624-7240 (VOICE)

JESSICA HANSCOMBE
389 CONGRESS ST.
PORTLAND, ME 04101

Transaction Response #: MIQ99E167521

Criminal History Record

Introduction

This criminal history record was produced in response to the following request (Produced on 2019-10-28) :

Inquiries Name(s) ANTHONY DELOIS (1981-06-14)

NO MATCH WAS FOUND FOR YOUR REQUEST.



MAINE STATE BUREAU OF IDENTIFICATION
45 Commerce Drive, Suite 1 / STATE HOUSE STATION # 42
AUGUSTA, ME 04333
(207) 624-7240 (VOICE)

JESSICA HANSCOMBE
389 CONGRESS ST.
PORTLAND, ME 04101

Transaction Response #: MIQ99E167523

Criminal History Record

Introduction

This criminal history record was produced in response to the following request (Produced on 2019-10-28) :

Inquiries Name(s) NATE DELOIS (1978-04-26)

The information in this criminal history record is provided subject to the following caveats:

Important! When a criminal history record and juvenile crime information record check is processed by the State Bureau of Identification using personal identifiers such as name and date of birth, it is possible that the record supplied belongs to another person with the same or essentially similar name and date of birth. Confirmation that convictions relate to person whose record has been requested requires fingerprint comparison. If the information contained in this response will be used to disqualify an applicant for employment, housing, credit, or other benefits or programs, the person making the eligibility determination using this record should provide the applicant with an opportunity to complete or contest the accuracy of the criminal history information in the response. An individual may request amendment or correction of criminal history record information by a criminal justice agency pursuant to 16 M.R.S. section 709.

****THIS RESPONSE IS BEING PRODUCED FOR YOUR REQUEST SENT: 2019-10-28**

This record, effective September 1, 2000, contains information relating to persons arrested as fugitives from justice, 15 M.R.S section 201.4 or arrested or charged with Maine crimes. It does not include former crimes no longer classified as criminal, or Class D and E crimes in Title 12 or Title 29-A, former Title 29, unless the crime is alcohol-related or drug-related 25 M.R.S. section 1541.4-A.A. For information regarding excluded Marine Resources crimes in Title 12, contact the Department of Marine Resources. For information regarding excluded Inland Fisheries and Wildlife crimes in Title 12, contact the Department of Inland Fisheries and Wildlife. For information relating to excluded crimes in Title 29-A former Title 29, contact the Secretary of State, Motor Vehicle Division. A list of former crimes is available from this Bureau.

THE FOLLOWING ATN(S) ARE UNSUPPORTED BY FINGERPRINTS IN STATE BUREAU OF

IDENTIFICATION FILES: (107913B, 228396A, 228393A).

Identification

Subject Name/or potential Alias Name(s)

DELOIS, NATHAN
DELOIS, NATHAN M (AKA)

Subject Description (date information provided listed in parentheses)

State ID Number

ME0064023

DOC Number

Unknown/NA

Sex

Male

Race

White

Skin Tone

Unknown/NA

Height

508 (2014-02-22)
508

Weight

175 (2014-02-22)
175

Date of Birth

1978-04-26

Hair Color

Black (2014-02-22)
Black

Eye Color

Brown (2014-02-22)
Brown

Scars, Marks, and Tattoos

Unknown/NA

Place of Birth

ME

Citizenship

US (2014-02-22)

Residence

Residence as of
Address

2014-11-10
340 EASTERN PROM
PORTLAND, ME 04101 US

Residence as of
Address

2014-08-07
340EASTERN PROM #152
PORTLAND, ME 04101

Residence as of
Address

2014-02-22
190 US RTE 1
FALMOUTH, ME 04105 US

Residence as of
Address

2004-03-05
17 VILLAGE BROOK ROAD
YARMOUTH, ME

Caution Information

Firearms Disqualified

X - Unknown

Criminal History

Cycle 001

ATN/Tracking Number 228393A
Earliest Event Date 2001-12-22

Arrest/Charge (Cycle 001)
Arrest/Charge Date 2001-12-22
Arresting/Charging Agency YARMOUTH PD; ME0031400
Subject Name(s) DELOIS, NATHAN
Arrest Type Adult
Charge 1

Charge Number 228393A 001
Charge Tracking Number 228393A
Charge Case Number ME01-7886
Agency YARMOUTH PD; ME0031400
Offense Date 2001-12-22
Charge Description OPERATING UNDER THE INFLUENCE (Charge Class D)
Statute 29-A MRSA SUBSECTION 2411(1)
State Sequence Code 5124
Severity Misdemeanor

Prosecutor Disposition No data supplied

Court Disposition (Cycle 001)
Court Case Number CR 2002-00752
Court Agency SUPERIOR COURT PORTLAND; ME003015J
Charge 1

Charge Number 228393A 001
Charge Tracking Number 228393A
Agency SUPERIOR COURT PORTLAND; ME003015J
Offense Date 2001-12-22
Charge Description OPERATING UNDER THE INFLUENCE (Charge Class D)
Statute 29-A MRSA SUBSECTION 2411(1)
State Sequence Code 5124
Severity Misdemeanor
Disposition 2002-09-12; GUILTY

Sentencing (Cycle 001)
Sentencing Agency SUPERIOR COURT PORTLAND; ME003015J
Court Case Number CR 2002-00752
Charge Number 228393A 001
Charge Sequence Number 1

Charge Tracking Number 228393A

Sentence 2002-09-12: FINED \$450.00

Corrections

No data supplied

Cycle 002**ATN/Tracking Number**

228396A

Earliest Event Date

2002-03-10

Arrest/Charge

(Cycle 002)

Arrest/Charge Date

2002-03-10

Arresting/Charging Agency

PORTLAND PD; ME0030500

Subject Name(s)

DELOIS, NATHAN

Arrest Type

Adult

Charge 1

Charge Number 228396A 001

Charge Tracking Number 228396A

Charge Case Number ME02-2542

Agency PORTLAND PD; ME0030500

Offense Date 2002-03-10

Charge Description THEFT BY UNAUTHORIZED USE OF PROPERTY (Charge Class D)

Statute 17-A MRSA SUBSECTION 360(1)(A)

State Sequence Code 684

Severity Misdemeanor

Prosecutor Disposition

No data supplied

Court Disposition

(Cycle 002)

Court Case Number

CR 2002-02546

Court Agency

9TH DISTRICT COURT PORTLAND; ME003035J

Charge 1

Charge Number 228396A 001

Charge Tracking Number 228396A

Agency 9TH DISTRICT COURT PORTLAND; ME003035J

Offense Date 2002-03-10

Charge Description THEFT BY UNAUTHORIZED USE OF PROPERTY (Charge Class D)

Statute 17-A MRSA SUBSECTION 360(1)(A)

State Sequence Code 684

Severity Misdemeanor

Disposition 2002-06-20; DISMISSED BY DA/AG - PLED OTHER CHARGE

Sentencing

No data supplied

Corrections

No data supplied

Cycle 003

ATN/Tracking Number 107913B
Earliest Event Date 2008-12-13

Arrest/Charge (Cycle 003)
Arrest/Charge Date 2008-12-13
Arresting/Charging Agency PORTLAND PD; ME0030500
Subject Name(s) DELOIS, NATHAN M
Arrest Type Adult
Charge 1

Charge Number 107913B 001
Charge Tracking Number 107913B
Agency PORTLAND PD; ME0030500
Offense Date 2008-12-13
Charge Description OPERATING UNDER THE INFLUENCE-NO TEST, 1 PRIOR
(Charge Class D)
Statute 29-A MRSA SUBSECTION 2411(1-A)(C)(2)
State Sequence Code 9883
Severity Misdemeanor

Prosecutor Disposition No data supplied

Court Disposition (Cycle 003)
Court Case Number CR20084130
Court Agency CUMBERLAND CRIMINAL DOCKET COURT; ME003075J
Charge 1

Charge Number 107913B 001
Charge Tracking Number 107913B
Agency CUMBERLAND CRIMINAL DOCKET COURT; ME003075J
Offense Date 2008-12-13
Charge Description OPERATING UNDER THE INFLUENCE-NO TEST, 1 PRIOR
(Charge Class D)
Statute 29-A MRSA SUBSECTION 2411(1-A)(C)(2)
State Sequence Code 9883
Severity Misdemeanor
Disposition 2009-03-11; DISMISSED BY DA/AG - PLED OTHER CHARGE

Sentencing No data supplied

Corrections No data supplied

Cycle 004

ATN/Tracking Number 070935B
Earliest Event Date 2014-02-22

Arrest/Charge (Cycle 004)
Arrest/Charge Date 2014-02-22
Arresting/Charging Agency CARRABASSET VALLEY PD CARRABASSET VALLEY;
ME0040700
Subject Name(s) DELOIS, NATHAN M
Arrest Type Adult
Charge 1

Charge Number 070935B 001
Charge Tracking Number 070935B
Charge Case Number 14CAR-10-AR
Agency CARRABASSET VALLEY PD CARRABASSET VALLEY;
ME0040700
Offense Date 2014-02-22
Charge Description OPERATING UNDER THE INFLUENCE (Charge Class D)
Statute 29-A MRSA SUBSECTION 2411(1-A)(A)
State Sequence Code 11493
Severity Misdemeanor

Prosecutor Disposition (Cycle 004)
Prosecutor Agency DISTRICT ATTORNEYS OFFICE AUBURN; ME001013A
Charge 1

Charge Number 070935B 001
Charge Tracking Number 070935B
Offense Date 2014-02-22
Charge Description OPERATING UNDER THE INFLUENCE (Charge Class D)
Statute 29-A MRSA SUBSECTION 2411(1-A)(A)
State Sequence Code 11493
Severity Misdemeanor
Prosecutor Record ADDED
Modified/Updated

Court Disposition (Cycle 004)
Court Case Number FRACDCR201400176
Court Agency FRANKLIN CRIMINAL COURT; ME004035J
Charge 1

Charge Number 070935B 001
Charge Tracking Number 070935B
Agency FRANKLIN CRIMINAL COURT; ME004035J
Offense Date 2014-02-22
Charge Description OPERATING UNDER THE INFLUENCE (Charge Class D)
Statute 29-A MRSA SUBSECTION 2411(1-A)(A)
State Sequence Code 11493

Severity Misdemeanor
Disposition 2014-08-01; GUILTY

Sentencing (Cycle 004)
Sentencing Agency FRANKLIN CRIMINAL COURT; ME004035J
Court Case Number FRACDCR201400176
Charge Number 070935B 001
Charge Sequence Number 1
Charge Tracking Number 070935B
Sentence 2014-08-01: FINED \$500.00
2014-08-01: INCARCERATED 96 hours ALL BUT 0 years 0 months
0 days 0 hours suspended
2014-08-01: LICENSE SUSPENSION 150 days

Corrections No data supplied

Index of Agencies

Agency SUPERIOR COURT PORTLAND; ME003015J
Agency Telephone 207-822-4105
Address 142 FEDERAL
PORTLAND, ME 04101

Agency 9TH DISTRICT COURT PORTLAND; ME003035J
Agency Telephone 207-822-4200
Address 205 NEWBURY ST
PORTLAND, ME 04101

Agency CUMBERLAND CRIMINAL DOCKET COURT; ME003075J
Agency Telephone 207-822-4113
Address 205 NEWBURY STREET
PORTLAND, ME 04112-0287

Agency FRANKLIN CRIMINAL COURT; ME004035J
Address , ME

Agency DISTRICT ATTORNEYS OFFICE AUBURN; ME001013A
Agency Telephone 207-784-1397
Address 55 LISBON STREET
LEWISTON, ME 04240

Agency PORTLAND PD; ME0030500
Agency Telephone 207-874-8479
Address 109 MIDDLE ST
PORTLAND, ME 04111

Agency	YARMOUTH PD; ME0031400
Agency Telephone	207-846-3333
Address	200 MAIN STREET YARMOUTH, ME 04096

Agency	CARRABASSET VALLEY PD CARRABASSET VALLEY; ME0040700
Agency Telephone	207-237-3200
Address	9000 MAIN STREET CARRABASSET VALLEY, ME 04947



CITY OF PORTLAND
Permitting and Inspections Department

October 28, 2019

The Francis
747 Congress Street
Portland ME 04102

Re: The Francis LLC dba The Francis. Application for a Class I-A Hotel at 747 Congress Street.

Dear Anthony Delois

This letter shall serve as a reminder of the public hearing before the Portland City Council on **Monday November 18, 2019 at 5:30 p.m.**, for the review of application for a Class I-A Hotel at 747 Congress Street. The meeting will take place in Council Chambers on the 2nd floor of City Hall, 389 Congress Street, Portland, ME 04101.

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 jhanscombe@portlandmaine.gov.

Sincerely,

Jessica Hanscombe
Licensing and Housing Safety Manager

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on November 18, 2019 at 5:30 P.M., in City Council Chambers, 389 Congress St., The Francis LLC dba The Francis. Application for a Class I-A Hotel at 747 Congress Street. Sponsored by Jon P. Jennings, City Manager.

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

KIMBERLY M. COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

ORDER
GRANTING MUNICIPAL OFFICERS’
APPROVAL OF:

The Francis LLC dba The Francis. Application for a Class I-A Hotel at 747 Congress Street.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: October 29, 2019

SUBJECT: Order 87-19/20 Granting Municipal Officers' Approval of The Knotted Apron LLC dba The Knotted Apron. Application for a Class I FSE with Outdoor Dining on Private Property at 496 Woodford Street - Sponsored by Jon P. Jennings, City Manager

SPONSOR:

(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 no why not?)

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

I. SUMMARY

II. AGENDA DESCRIPTION

The Knotted Apron LLC dba The Knotted Apron. Application for a Class I FSE with Outdoor Dining on Private Property at 496 Woodford Street.

Application was filed on 10/28/2019. New City and State applications. Location was previously JP's Bistro.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis and Background that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. The Knotted Apron

2. 20191029101225758

Prepared by:

Date: 10/29/2019

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

KIMBERLY M. COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

ORDER
GRANTING MUNICIPAL OFFICERS’
APPROVAL OF:

**The Knotted Apron LLC dba The Knotted Apron. Application for a Class I FSE with
Outdoor Dining on Private Property at 496 Woodford Street.**

THE KNOTTED APRON LLC.

Ryan Hickman
603-380-0245
ryanrayh13@gmail.com
32 Hillis St.
Portland, Maine
04103

October 17, 2019

Mayor Ethan K. Strimling & Members of the City Council
City of Portland
389 Congress St.
Portland, Maine
04101

To Whom It May Concern,

I am a local Chef who will be leasing the property at 496 A&B Woodford Street in Portland, Maine for the purpose of a full service restaurant. This location previously was an established local business for 10 years named JP's Bistro. Occupancy will begin on December 15, 2019 and plan on being open for business on January 8, 2020.

I am writing to acknowledge my intent to sell beer, wine and liquor at this establishment and am seeking approval from the City to obtain all necessary permits required.

Along with this letter of intent, you will find a business plan where you can review hours of operation etc.

Sincerely yours,

Ryan Hickman



CITY OF PORTLAND

Permitting and Inspections Department

Application for Food Service Establishment with Alcoholic Beverages License

Business Information	
Business Name (d/b/a):	THE KNOTTED APRON Phone: 603 380-0245
Location Address:	490 A&B WOODFORD ST. PORTLAND, ME Zip: 04103
If new, what was formerly at this location:	JP'S BISTRO
Mailing Address:	32 HILLIS ST. PORTLAND, ME Zip: 04103
Contact Person:	RYAN HICKMAN Phone: 603 380-0245
Contact Person Email:	ryanrayh13@gmail.com
Manager of Establishment:	RYAN HICKMAN Date of Birth: 06/22/84 Phone: 603 380-0245
Owner of Premises (Landlord):	JEAN RUSSO
Address of Premises Owner:	502 WOODFORD ST. PORTLAND, ME Zip: 04103

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

Name of Owner(s)	Date of Birth	Residence Address
RYAN HICKMAN	06/22/84	32 HILLIS ST. PORTLAND, ME

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

Corporate Name		Corporate Mailing Address	
THE KNOTTED APRON LLC		32 HILLIS ST. PORTLAND, ME Zip: 04103	
Contact Person:	RYAN HICKMAN	Phone:	603-380-0245
Principal Officers	Title	Date of Birth	Residence Address
RYAN HICKMAN	OWNER	06/22/84	32 HILLIS ST. PORTLAND, ME 04103
Class of Liquor License:		CLASS 1	

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

bl@portlandmaine.gov • www.portlandmaine.gov



CITY OF PORTLAND
Permitting and Inspections Department

Type of food served:	<u>AMERICAN - FRENCH - ITALIAN</u>	
Please circle all that will be served:	<u>Beer</u> <u>Wine</u> <u>Liquor</u>	
Projected percentage of sales:	Generated from Food: <u>70%</u>	Generated from Alcohol: <u>30%</u>
Hours & days of operation:	<u>THURS & FRI. 4PM - 10PM SAT & SUN. 10AM - 10PM</u>	
QUESTIONS		Y/N
Will full-course meals, only capable of consumption with the use of tableware, be served the entire time the establishment is open?		<u>Y/N</u>
If No, please explain:		
Is the establishment less than 300 feet from a school, dormitory, church or parish house, or similar establishment?		<u>Y/N</u>
If yes, give the distance: <u>ST. ANSGAR LUTHERAN CHURCH 250 FEET</u>		
Will you have entertainment on the premises? (If yes, a Supplemental Application for Entertainment is required.)		<u>Y/N</u>
Will you permit dancing after 1:00 a.m.?		<u>Y/N</u>
Will you have outside dining? (If yes, an Outdoor Dining Application is required)		<u>Y/N</u>
If yes, will the outside dining be on PUBLIC or <u>PRIVATE</u> property (circle one).		
Will you have any amusement devices (pinball, video games, juke box)?		<u>Y/N</u>
If yes, please list: # of pinball machines: _____ # of amusements: _____ # of pool tables: _____		
What is your targeted opening date? <u>JANUARY 8TH, 2020</u>		
Does the Issuance of this license directly or indirectly benefit any City employee(s)?		<u>Y/N</u>
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?		<u>Y/N</u>
If Yes, please list business name(s) and location(s):		
Is any principal officer under the age of 21?		<u>Y/N</u>
Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of law?		<u>Y/N</u>
If Yes, please explain:		

I, Ryan Hickman 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 [Signature] Title chef/owner Date 10/16/19



CITY OF PORTLAND
Permitting and Inspections Department
Outdoor Dining Permit on Private Property
Supplemental Application

License accompanies a City of Portland Food Service Establishment or Food Service Establishment with Liquor License

☒ Outdoor Dining on Private Property \$125.00 ☐ Legal Advertisement Deposit \$100.00

Business Information					
Business Name (d/b/a):	THE KNOTTED APRON	Phone:	603-380-0245		
Location Address:	496 WOODFORD ST. PORTLAND, ME Zip: 04103				
Mailing Address:	32 HILLIS ST. PORTLAND, ME Zip: 04103				
Contact Person:	RYAN HICKMAN	Phone:	603-380-0245		
Contact Person Email:	ryanrayh13@gmail.com				
Manager of Establishment:	RYAN HICKMAN	Date of Birth:	06/22/84	Phone:	603-380-0245
Owner of Premises (Landlord):	JEAN RUSSO				
Address of Premises Owner:	502 WOODFORD ST. PORTLAND, ME Zip: 04103				

Owner Information

Corporate Name:		Corporate Mailing Address:		
THE KNOTTED APRON LLC		32 HILLIS ST PORTLAND, ME Zip: 04103		
Contact Person:	RYAN HICKMAN	Phone:	603-380-0245	
Principal Officers		Title	Date of Birth	Residence Address
RYAN HICKMAN		OWNER	06/22/84	32 HILLIS ST. PORTLAND ME 04103



CITY OF PORTLAND
Permitting and Inspections Department

Class of License:	CLASS I RESTAURANT
Type of food served:	BISTRO AMERICAN / FRENCH / ITALIAN
Please circle all that will be served:	Beer Wine Liquor
Hours & days of operation:	THURS-FRI 4PM-10PM SAT-SUN 10 ^{AM} -2PM, 4PM-10PM
Number of Tables	8 INDOOR + 4 OUTDOOR = 12
Number of Chairs	35 INDOOR + 12 OUTDOOR = 47

Design and Construction

- If you are building a structure or adding impervious surface for the outdoor dining area please contact the Permitting and Inspections Department for permitting requirements at permitting@portlandmaine.gov or 874-8703.

Maintenance and Operations

- Outdoor dining components must be within the permitted area and allow safe passage of pedestrian traffic. Failure to comply may result in a revocation of the permit.
- No food shall be prepared in the designated outdoor dining area.
- Outdoor dining areas must meet ADA regulations and accessible seating is required.

I/We fully understand that the City of Portland, its agents, officers and employees accept no responsibility and will not be liable for any injury, harm or damage to my/our person or property arising out of the establishment's occupancy of the sidewalk or park space. To the fullest extent permitted by law, I/We do hereby agree to assume all risk of injury, harm or damage to my/our person or property (including but not limited to all risk of injury, harm or damage to my/our property cause by the negligence of the City of Portland, its agents, officers or employees) arising out of the establishment's occupancy of the sidewalk or park space. I/We hereby agree, to the fullest extent permitted by law, to defend, indemnify and hold harmless the City of Portland, its agents, officers and employees, from and against all claims, damages, losses and expenses, just or unjust, including, but not limited to costs of defense and attorney's fees, arising out of the establishment's occupancy of the sidewalk or park space, provided that any such claims, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use there from, and (2) is caused in whole or in part by any negligent act or omission of the establishment, anyone directly or indirectly employed by it, or anyone for whose act it may be liable.

Signature

Title

Owner

Date

10/27/19

For Administrative Use Only

Amount: _____
 Date Paid: _____
 CC _____ CA _____ CK _____

	Request Date / Approval
FD:	_____ / _____
Health:	_____ / _____
PD:	_____ / _____
PR:	_____ / _____
Treasury:	_____ / _____
Zoning:	_____ / _____

Notes: _____

Patio and Porch Railings



Flattop Black Railing with...
only 1/2" deep, 1 1/2" wide



Speartop Black Railing w...
only 1/2" deep, 1 1/2" wide



Flattop with Spear Picket...
only 1/2" deep, 1 1/2" wide



BUREAU OF ALCOHOL BEVERAGES AND LOTTERY OPERATIONS
DIVISION OF LIQUOR LICENSING AND ENFORCEMENT
8 STATE HOUSE STATION, AUGUSTA, ME 04333-0008
10 WATER STREET, HALLOWELL, ME 04347
TEL: (207) 624-7220 FAX: (207) 287-3434
EMAIL INQUIRIES: MAINELIQUOR@MAINE.GOV

DIVISION USE ONLY	
License No:	
Class:	By:
Deposit Date:	
Amt. Deposited:	
Cash Ck Mo:	

PRESENT LICENSE EXPIRES _____

NEW application: ☒ Yes ☐ No

If business is NEW or under new ownership, indicate starting date: JAN. 8TH, 2020

Requested inspection date: DEC 9TH, 2019 Business hours: THURS-FRI 4PM-10PM SAT. & SUN 10AM-10PM

INDICATE TYPE OF PRIVILEGE: ☒ MALT ☒ VINOUS ☒ SPIRITUOUS

INDICATE TYPE OF LICENSE:

- ☒ RESTAURANT (Class I,II,III,IV) ☐ RESTAURANT/LOUNGE (Class XI) ☐ CLASS A LOUNGE (Class X)
☐ HOTEL (Class I,II,III,IV) ☐ HOTEL, FOOD OPTIONAL (Class I-A) ☐ BED & BREAKFAST (Class V)
☐ CLUB w/o Catering (Class V) ☐ CLUB with CATERING (Class I) ☐ GOLF COURSE (Class I,II,III,IV)
☐ TAVERN (Class IV) ☐ QUALIFIED CATERING ☐ OTHER: _____

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

Corporation Name: <u>THE KNOTTED APRON LLC</u>			Business Name (D/B/A) <u>THE KNOTTED APRON</u>		
APPLICANT(S) –(Sole Proprietor) <u>RYAN HICKMAN</u>			DOB: <u>06/22/84</u>		
Physical Location: <u>496 WOODFORD ST.</u>			City/Town State Zip Code <u>PORTLAND ME 04103</u>		
Address <u>32 HILWIS ST.</u>			Mailing Address <u>32 HILWIS ST.</u>		
City/Town State Zip Code <u>PORTLAND ME 04103</u>			City/Town State Zip Code <u>PORTLAND ME 04103</u>		
Telephone Number Fax Number <u>603-380-0245 X</u>			Business Telephone Number Fax Number <u>603-380-0245 X</u>		
Federal I.D. # <u>84-3384382</u>			Seller Certificate #: or Sales Tax #:		
Email Address: Please Print <u>ryanrayh13@gmail.com</u>			Website: <u>N/A</u>		

- If premise is a Hotel or Bed & Breakfast, indicate number of rooms available for transient guests: _____
- State amount of gross income from period of last license: ROOMS \$ _____ FOOD \$ _____ LIQUOR \$ _____
- Is applicant a corporation, limited liability company or limited partnership? YES ☒ NO ☐
If Yes, please complete the Corporate Information required for Business Entities who are licensees.
- Do you own or have any interest in any another Maine Liquor License? ☐ Yes ☒ No
If yes, please list License Number, Name, and physical location of any other Maine Liquor Licenses.
(Use an additional sheet(s) if necessary.)

License #	Name of Business	Physical Location	City / Town

5. Do you permit dancing or entertainment on the licensed premises? YES ☐ NO ☒

6. If manager is to be employed, give name: RYAN HICKMAN

7. Business records are located at: 32 HILL ST. PORTLAND, ME 04103

8. Is/are applicant(s) citizens of the United States? YES ☒ NO ☐

9. Is/are applicant(s) residents of the State of Maine? YES ☒ NO ☐

10. List name, date of birth, and place of birth for all applicants, managers, and bar managers.

Full Name (Please Print)	DOB	Place of Birth
RYAN RAY HICKMAN	06/22/84	DOVER, NH
Residence address on all of the above for previous 5 years (Limit answer to city & state)		
CHEBEAGUE ISLAND, ME		
OLD ORCHARD BEACH, ME		
SOUTH PORTLAND, ME		
PORTLAND, ME		

11. Has/have applicant(s) or manager ever been convicted of any violation of the law, other than minor traffic violations, of any State of the United States? YES ☐ NO ☒

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____ (use additional sheet(s) if necessary)

12. Will any law enforcement official benefit directly in your license, if issued?

Yes ☐ No ☒ If Yes, give name: _____

13. Has/have applicant(s) formerly held a Maine liquor license? YES ☐ NO ☒

14. Does/do applicant(s) own the premises? Yes ☐ No ☒ If No give name and address of owner: _____

JEAN RUSSELL

15. Describe in detail the premises to be licensed: (On Premise Diagram Required) FULL SERVICE RESTAURANT

16. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services?

YES ☒ NO ☒ Applied for: _____

17. What is the distance from the premises to the NEAREST school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? 250 FT. LUTHERAN CHURCH

Which of the above is nearest? LUTHERAN CHURCH

18. Have you received any assistance financially or otherwise (including any mortgages) from any source other than yourself in the establishment of your business? YES ☒ NO ☐

If YES, give details: COMMERCIAL LOAN CAMDEN NATIONAL BANK

The Division of Liquor Licensing & Enforcement is hereby authorized to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also such books, records and returns during the year in which any liquor license is in effect.

NOTE: "I understand that false statements made on this form are punishable by law. Knowingly supplying false information on this form is a Class D offense under the Criminal Code, punishable by confinement of up to one year or by monetary fine of up to \$2,000 or both."

Dated at: Portland, Maine on October 16th, 20 19
Town/City, State Date

Please sign in blue ink

Signature of Applicant or Corporate Officer(s)

Signature of Applicant or Corporate Officer(s)

Print Name

Print Name

FEE SCHEDULE

FILING FEE: (must be included on all applications)..... \$ 10.00

Class I Spirituous, Vinous and Malt \$ 900.00

CLASS I: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers; OTB.

Class I-A Spirituous, Vinous and Malt, Optional Food (Hotels Only) \$1,100.00

CLASS I-A: Hotels only that do not serve three meals a day.

Class II Spirituous Only \$ 550.00

CLASS II: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; and Vessels.

Class III Vinous Only \$ 220.00

CLASS III: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.

Class IV Malt Liquor Only \$ 220.00

CLASS IV: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns; Pool Halls; and Bed and Breakfasts.

Class V Spirituous, Vinous and Malt (Clubs without Catering, Bed & Breakfasts) \$ 495.00

CLASS V: Clubs without catering privileges.

Class X Spirituous, Vinous and Malt – Class A Lounge \$2,200.00

CLASS X: Class A Lounge

Class XI Spirituous, Vinous and Malt – Restaurant Lounge \$1,500.00

CLASS XI: Restaurant/Lounge; and OTB.

UNORGANIZED TERRITORIES \$10.00 filing fee shall be paid directly to County Treasurer. **All applicants in unorganized territories shall submit along with their application evidence of payment to the County Treasurer.**

All applications for NEW or RENEWAL liquor licenses must contact their Municipal Officials or the County Commissioners in unincorporated places for approval and signatures for liquor licenses prior to submitting them to the bureau.

All fees must accompany application, make check payable to the **Treasurer, State of Maine.**



Division of Alcoholic Beverages and Lottery
Operations
Division of Liquor Licensing and Enforcement

**Corporate Information Required for
Business Entities Who Are Licensees**

For Office Use Only:

License #: _____

SOS Checked: _____

100% Yes ☐ No ☐

Questions 1 to 4 must match information on file with the Maine Secretary of State's office. If you have questions regarding this information, please call the Secretary of State's office at (207) 624-7752.

Please clearly complete this form in its entirety.

1. Exact legal name: RYAN HICKMAN
2. Doing Business As, if any: THE KNOTTED APRON LLC.
3. Date of filing with Secretary of State: 10/16/19 State in which you are formed: MAINE
4. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine:

5. List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list the percentage ownership: (attach additional sheets as needed)

NAME	ADDRESS (5 YEARS)	Date of Birth	TITLE	Ownership %
RYAN HICKMAN	PORTLAND, MAINE CHEBEAQUE ISLAND, MAINE OLD ORCHARD BEACH, MAINE SOUTH PORTLAND, MAINE	06/22/84	OWNER	100

(Stock ownership in non-publicly traded companies must add up to 100%.)

6. If Co-Op # of members: _____ (list primary officers in the above boxes)

7. Has any principal person involved in the entity ever been convicted of any violation of the law, other than minor traffic violations, in the United States?

Yes ☐ No ☒

8. If Yes to Question 8, please complete the following: (attached additional sheets as needed)

Name: _____

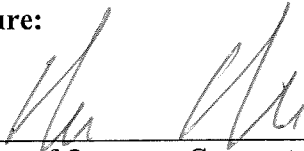
Date of Conviction: _____

Offense: _____

Location of Conviction: _____

Disposition: _____

Signature:



Signature of Owner or Corporate Officer

10/16/19

Date

Ryan Hickman

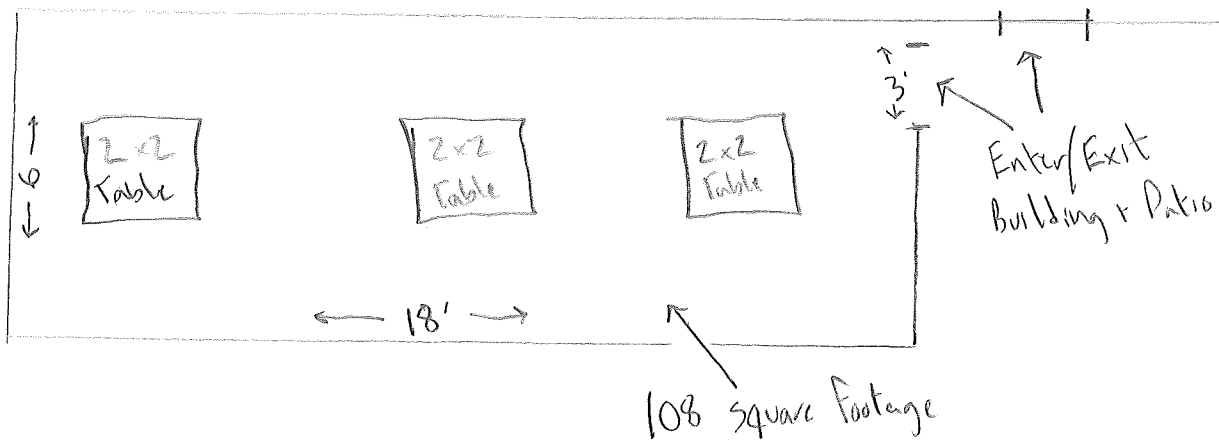
Print Name of Owner or Corporate Officer

Submit Completed Forms to:

Bureau of Alcoholic Beverages
Division of Liquor Licensing and Enforcement
8 State House Station, Augusta, Me 04333-0008 (Regular address)
10 Water Street, Hallowell, ME 04347 (Overnight address)
Telephone Inquiries: (207) 624-7220 Fax: (207) 287-3434
Email Inquiries: MaineLiquor@Maine.gov

Front of Building
496 woodford st

900 sq ft.



Woodford st.

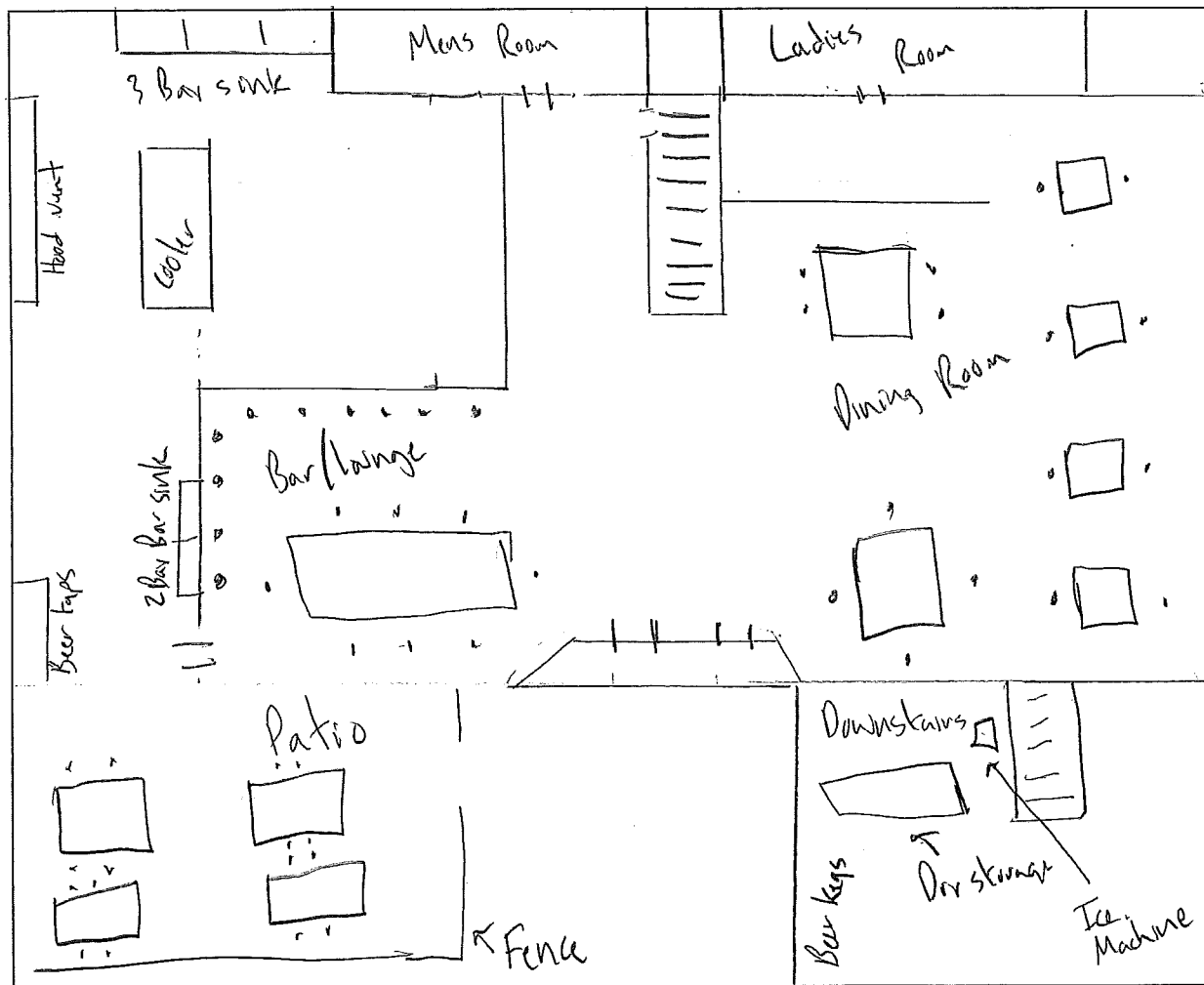


ON PREMISE DIAGRAM

(Facility Drawing/ Floor Plan)

In an effort to clearly define your license premise and the area that consumption and storage of liquor is allowed. The Division requires all applicants to submit a diagram of the premise to be licensed in addition to a completed license application.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the areas with the following: • Entrances • Office area • Kitchen • Storage Areas • Dining Rooms • Lounges • Function Rooms • Restrooms • Decks • All Inside and Outside areas that you are requesting approval.



The Knotted Apron Menu:

Appetizers:

Duck Rillettes-12

TKA crackers, cornichons, egg yolk

Crab Cake-13

celery root, remoulade, cherry bomb peppers

French Onion Soup-9

gruyere, parmesan, fontina

Caesar Salad-9

TKA brioche, black garlic, white anchovies

Beet+Winter greens Salad-9

VT chevre, burnt orange dressing, pistachio

Butternut Squash Soup-10

shrimp, ginger, cilantro

Bang Island Mussels-13

saffron, white wine, fennel pollen

Entrees:

Farm-raised Salmon-23

cannelloni beans, preserved lemon, wilted greens

Braised Lamb pappardelle- 24

brussels sprouts, lamb jus, parmesan

Flat Iron Steak-27

potato gratin, broccoli, sauce bearnaise

1/2 Roasted chicken-23

whipped potatoes, green beans, roasted shallots

TKA Lasagna-25

short rib bolognese, ricotta

Seared Scallops-28

polenta, north spore mushrooms, parsley

Dessert:

Pumpkin creme brûlée-8

Brownie sundae-8

Scoop of Sorbet-4

The Knotted Apron Drink Menu:

Cocktail List:

Angry Chef
bourbon, blood orange, bitters

The Rascal
Tito's vodka, red currants, lime juice

Nyla
Hornitos, grapefruit simple, jalapeno

SK's
Cold brew, dark rum, vanilla

Spirits:

Vodka

Tito's
Grey Goose
Kettle One
Cold River
Stoli

Gin

Tanqueray
Bombay Sapphire
Hendricks
Cold River
Hardshore

Rum

Bacardi
Captain Morgan
Goslings
Malibu
Ron Medellin

Whiskey/Bourbon

Jack Daniels
Jameson
Johnny Walker Red
Woodford Reserve
Makers Mark
Knob Creek
Bulleit
Bulleit Rye

Scotch

Dewars
Macallan
Balvenie
Glenmorangie
The Glenlivet
Laphroaig

Tequilla

Jose Cuervo
Hornitos
1800 Silver
Patron
Don Julio

Draft Beer:

Oxbow Brewery
Allagash White
Austin St.
Maine Beer Co.

Bottled Beer:

Rising Tide
Heineken
Coors Light
Peroni
Sam Adam's Seasonal

Wines By The Glass:

Bubbles

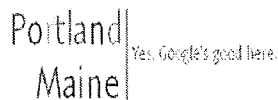
Rose Secco
Prosecco
Brut

Whites

Reisling
Sauvignon Blanc
Pinot Grigio
Chardonay

Reds

Pinot Noir
Cotes du Rhone
Malbec
Chianti
Cabernet Sauvignon



Jessica Hanscombe <jhanscombe@portlandmaine.gov>

Re: The Knotted Apron

Dan Hondo <danh@portlandmaine.gov>

Mon, Oct 28, 2019 at 7:26 PM

To: Jessica Hanscombe <jhanscombe@portlandmaine.gov>

No issues on PD side

On Mon, Oct 28, 2019 at 11:36 AM Jessica Hanscombe <jhanscombe@portlandmaine.gov> wrote:

Good Morning

Please see the attached application. This will go before council on 11/18 for Class I FSE and Outdoor Dining on Private Property. This location was previously JP's Bistro. Please advise. Thanks Jess

Jessica Blais Hanscombe
Licensing and Housing Safety Manager
389 Congress Street Room 307
Portland, Maine 04101
207-874-8783
jhanscombe@portlandmaine.gov

--

Lt. Dan Hondo
Portland Maine Police Dept.
Patrol Team B3/B4
(207)874-8513



JESSICA HANSCOMBE
389 CONGRESS ST.
PORTLAND, ME 04101

Criminal History Record

Introduction

This criminal history record was produced in response to the following request (Produced on 2019-10-28) :

Inquiries Name(s)	RYAN HICKMAN (1984-06-21)
-------------------	---------------------------

NO MATCH WAS FOUND FOR YOUR REQUEST.



CITY OF PORTLAND
Permitting and Inspections Department

October 28, 2019

The Knotted Apron LLC
32 Hillis Street
Portland ME 04103

Re: The Knotted Apron LLC dba The Knotted Apron. Application for a Class I FSE with Outdoor Dining on Private Property at 496 Woodford Street.

Dear Ryan Hickman

This letter shall serve as a reminder of the public hearing before the Portland City Council on **Monday November 18, 2019 at 5:30 p.m.**, for the review of application for a Class I FSE with Outdoor Dining on Private Property at 496 Woodford Street. The meeting will take place in Council Chambers on the 2nd floor of City Hall, 389 Congress Street, Portland, ME 04101.

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 jhanscombe@portlandmaine.gov.

Sincerely,

Jessica Hanscombe
Licensing and Housing Safety Manager

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on November 18, 2019 at 5:30 P.M., in City Council Chambers, 389 Congress St., The Knotted Apron LLC dba The Knotted Apron. Application for a Class I FSE with Outdoor Dining on Private Property at 496 Woodford Street. Sponsored by Jon P. Jennings, City Manager.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: November 13, 2019

SUBJECT: Com 3-19/20 Re: Asylum Seeker Donations - Sponsored by Jon P. Jennings,
City Manager

SPONSOR:

(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 no why not?)

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

I. SUMMARY

II. AGENDA DESCRIPTION

To date, the City has received more than \$918,000 in donations to support asylum seekers. The cost to the City to run the Expo emergency shelter for asylum seekers exceeded \$400,000, and overflow shelter costs since the Expo closed through October is approximately \$15,000. Since closure of our emergency operations at the Expo, the City has been incurring additional costs to provide housing and basic necessities to asylum seekers, some of which may be reimbursed by the State's General Assistance Program. The City has not yet received reimbursement from the State because our General Assistance billing runs 90 days out. The City submitted for July reimbursements but have not received payment yet. Once the amount of State reimbursement is known, the City will formally launch an application process for the City's non-profit partners who assisted with our aid to asylum seekers to seek reimbursement for their expenses incurred with remaining donated funds. Additional information will be formally announced by the City Communications Department on the application process no later than December 2019.

In October, the City of Portland was awarded \$864,079 through the Federal Emergency Management Agency's (FEMA) Emergency Food and Shelter National Board Program (EFSP). Staff continue to work with FEMA to execute this award. No funds have been received yet.

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

III. BACKGROUND

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis and Background that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

None

Prepared by:

Date: 11/13/2019

MEMORANDUM
City Council Agenda Item

FROM: Adam Harr, Social Services
Belinda Ray
City Councilor

DATE: October 30, 2019

SUBJECT: **Resolve 7-19/20 Outlining Policy Goals for the City of Portland's Single-Adult Shelter Facility - Sponsored by the Health & Human Services and Public Safety Committee, Councilor Belinda Ray, Chair**

SPONSOR: Health and Human Services and Public Safety Committee, Councilor Belinda Ray, 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

Final Action

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

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

I. SUMMARY

The resolution affirms the planned Homeless Services Center's (HSC) policy goals and its housing first approach to helping people experiencing homelessness transition to more permanent housing, while also providing staff with guidance on Council objectives as the City plans for the new facility.

II. AGENDA DESCRIPTION

The Health & Human Services and Public Safety Committee met on November 12, 2019 and voted 3-0 to forward this resolve to the City Council with a recommendation for passage.

The resolution provides a history of the Oxford Street Shelter and the City of Portland's efforts to provide shelter and services for single adults at this facility. It also codifies the will of the Council to continue the city's Housing First approach and its award-winning Long-Term Stayers Initiative at the current single adult shelter, and to commit to the following policy goals:

- Expand diversion and prevention tactics to prevent more individuals from ever entering homelessness;
- Work with other cities and towns to develop a regional strategy for addressing homelessness and more equally distributing the responsibility of caring for the homeless across municipalities;
- Continue pursuing partnerships to address the needs of specific homeless populations, increase the supply of permanent housing for the chronically homeless, and reduce the average nightly census at the City run facility; and
- Develop clear guidelines establishing that services provided by the shelter, including meals, are only for shelter clients who have completed or are completing the intake process.

With regard to capacity, the committee settled on the following guidance:

- Ensure the new facility is built with ample capacity to handle our current average annual nightly census for the previous 12 months. As of September 30, 2019, the average nightly census for the previous 12 months was 210;
- Ensure the new facility has adequate capacity to handle overflow onsite as needed; and
- Over time, as the average nightly census regularly and on a year-round basis comes in below 200, consider establishing an appropriate cap on city services at the facility, with sufficient advanced notice to other communities and the State government regarding when said cap will go into effect.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

It is the goal of the City of Portland to undertake work on a new state-of-the-art, one-story, adult emergency shelter to replace the Oxford Street Shelter. The new shelter will be open 24-hours a day, 7-days a week with on-site meals and a wide range of services including: health and mental health care, substance use treatment, housing assistance, peer support, case management, employment assistance, and more.

On June 17, 2019 the Council approved a Homeless Services Center at 654 Riverside Street in a 5-4 vote. The next step in the process was for the Health and Human Services & Public Safety Committee to review shelter policy and draft a resolution codifying Council guidance on policy objectives for the new Homeless Services Center (HSC).

The committee met over a period of approximately five months, from June 25th – November 12th of 2019, to review current city policies for the single adult shelter facility, consider these policies in the context of Council objectives and priorities, receive and review input from the public, and construct a resolution that would convey Council guidance on policy objectives for the (HSC).

A draft of the resolution was completed in October and was reviewed, discussed, and debated by the committee at their October 22, October 29, and November 12 meetings.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

An affirmative vote will allow the City to move to the next step of fulfilling the Council goal of building a new shelter to replace the Oxford Street Shelter.

V. FINANCIAL IMPACT

Passing the resolution has no financial impact.

The budget for constructing and operating the new Homeless Services Center has been estimated at various times during this multi-year process. However, without a completed facility design, it has been difficult to construct a detailed and accurate budget for either construction or operation. These costs will be thoroughly

investigated and considered during the Planning & Design phase of this project.

VI. STAFF ANALYSIS AND BACKGROUND

Staff analysis is available in the attached memos.

VII. RECOMMENDATION

The Health and Human Services & Public Safety Committee recommended passage of the resolution in a 3–0 vote at its November 12, 2019 meeting.

VIII. LIST ATTACHMENTS

1. Single Adult Shelter Policy Resolution 11.18.2019
2. Overview of process to replace OSS with timeline
3. HHS and PS October 8th,2019 Shelter Policy Staff Memo
4. Memo with Staff Response HHS Questions for Oct 22nd
5. Attachment A. October 2018 to September 2019 OSS Nightly Counts and Overflow
6. Attachment B. FY 11 Oxford Street Overflow
7. Attachment C. HSC Transportation Costs
8. Attachment D. HHS Committee Criminal Trespassing
9. Attachment E. Community Meals and Food Pantries
10. memo re residency
11. MMA GA Manual - Chapter 2

Prepared by:

Adam Harr, Social Services

Belinda Ray

City Councilor

Date: 10/30/2019

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

KIMBERLY COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**RESOLUTION OUTLINING POLICY GOALS FOR THE CITY OF PORTLAND'S
SINGLE-ADULT SHELTER FACILITY**

WHEREAS, for the past 30 years a residence located at 203 Oxford Street, which was built in the year 1900 and originally designed as a two-family dwelling,¹ has been leased by the City of Portland to serve as a single-adult shelter facility, namely the Oxford Street Shelter; and

WHEREAS, the Oxford Street Shelter, which opened in December of 1989 with 50 beds has since expanded as follows²:

- to 62 beds in October 1994, due to an increase in homelessness;
- to 80 beds in 1996, due to an increase in homelessness;
- to 108 beds in 1998, due to an increase in homelessness;
- to 127 beds in 1999, due to an increase in homelessness;
- to its current maximum capacity of 154 beds as set by the Fire Department in 2000, due to an increase in homelessness; and

WHEREAS, in 2001, when the Oxford Street Shelter reached its maximum capacity of 154 beds, a plan for emergency shelter overflow was developed; and

WHEREAS, in April of 2003 the Salvation Army gym was used for the first time to accommodate overflow from the Oxford Street Shelter; and

WHEREAS, since that time alternative overflow options for the Oxford Street Shelter have been developed, including 75 mats at the Preble Street Resource Center and a limited number of mats at the City's General Assistance office; and

WHEREAS, the average nightly bed counts for the last three years, along with high and low censuses by month are as follows³:

	2019			2018			2017			
	AVG	HIGH	LOW	AVG	HIGH	LOW	AVG	HIGH	LOW	
January	241	271	212	227	248	208	222	238	185	January
February	240	271	212	227	238	211	225	247	178	February
March	239	261	199	219	246	184	228	239	212	March
April	227	257	204	222	240	202	227	243	207	April
May	203	217	178	201	220	177	224	245	204	May
June	203	222	181	199	222	172	221	235	185	June
July	191	211	171	201	221	185	213	227	187	July
August	171	188	135	207	229	186	204	222	182	August
September	155	176	141	201	215	185	206	226	181	September
October				207	223	188	201	225	184	October
November				211	248	182	204	227	169	November
December				228	254	199	208	244	165	December
ANNUAL AVG	208			213			215			ANNUAL AVG

WHEREAS, the only physical expansion of habitable space at the Oxford Street Shelter over the 30-year period from 1989 to 2019 occurred in 1995 when the City began leasing the adjacent property, a former auto body shop located at 197 Oxford Street; and

WHEREAS, each increase in the number of beds was recommended by the Emergency Shelter Assessment Committee (ESAC), which was jointly established in August of 1987 by the City of Portland and the United Way to monitor shelter beds in the City and serve as an advisory board to the City regarding homeless issues, with staff from the City Social Services Division serving as staff on ESAC²; and

WHEREAS, the City of Portland is currently working through a process to replace the Oxford Street Shelter with a new facility; and

WHEREAS, in conjunction with this process, the City Council's Health & Human Services and Public Safety Committee has held a series of meetings to examine and discuss the City's current single-adult shelter policies in order to ensure this City service is being provided in accordance with Council priorities and goals and in the best interests of the City and all of its inhabitants; and

WHEREAS, for the past three years the Oxford Street Shelter has served a population that generally comprises 28% stating they are from Portland, 40% stating that they are from other communities in Maine, and 32% stating that they are from out of state or out of country; and

WHEREAS, the Council recognizes that in operating the Oxford Street Shelter for these past 30 years, the City of Portland has been providing a regional service that benefits communities and individuals far beyond the City's boundaries; and

WHEREAS, the Council recognizes the need to bring together more resources from other municipalities as well as the State and Federal governments to encourage a more regional approach to addressing homelessness; and

WHEREAS, addressing homelessness was identified as a 2017 priority by the seven communities comprising the Greater Portland Council of Government's Metro Regional Coalition, or MRC (Cape Elizabeth, Falmouth, Gorham, Portland, Scarborough, South Portland and Westbrook); and

WHEREAS, on October 8, 2019 the MRC updated its Fiscal Year 2020 workplan goals under the heading of "Homelessness" to add the following:

1. To house more of the homeless in the Greater Portland area;
2. To more equitably distribute the responsibility of caring for the homeless across municipalities; and

WHEREAS, the Council recognizes the need to balance competing priorities in the City budget in order to best serve all of Portland's residents; and

WHEREAS, there is no prior written record of Council guidance regarding its policy goals for the City's single-adult shelter services aside from annual approvals of the municipal budget;

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby proffer the following policy goals to provide staff with guidance on Council objectives as the City plans for its new homeless services center for single adults:

1. Continue to employ a housing first approach, using the homeless services center as a place to help stabilize people experiencing homelessness as they transition to more permanent housing;
2. Continue the excellent work of the award-winning Long-Term Stayer Initiative⁴, which seeks to focus resources on housing those people with the longest stays in homelessness in the City;
3. Look into Diversion and Prevention tactics such as the Pine Street Front Door Triage program, a program staff reports has successfully diverted "nearly 20% of individuals from ever entering homelessness and spending a night in a shelter."⁵

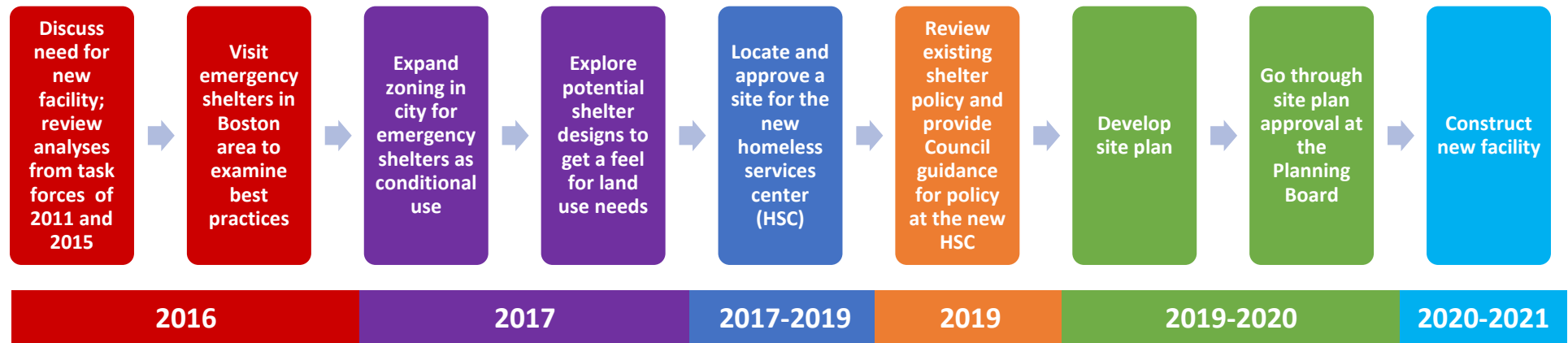
4. Along with diversion and prevention tactics, seek other methods to decrease the average nightly census at the City-run facility;
5. Continue to work with other cities and towns to develop a regional strategy for addressing homelessness and more equally distributing the responsibility of caring for the homeless across municipalities;
6. Continue to work with community partners and local and national experts to determine national best practices that will ensure the safety of staff, clients, and community members;
7. Continue to pursue partnerships to help to address the needs of specific homeless populations, increase the supply of permanent housing for the chronically homeless, and reduce the average nightly census at the City run facility;
8. Ensure the new facility is built with ample capacity to handle our current average annual nightly census for the previous 12 months. As of September 30, 2019, the average nightly census for the previous 12 months is 210;
9. Ensure the new facility has adequate capacity to handle overflow onsite as needed;
10. Over time, as the average nightly census regularly and on a year-round basis comes in below 200, consider establishing an appropriate cap on city services at the facility, with sufficient advanced notice to other communities and the State government regarding when said cap will go into effect;
11. Develop clear transportation guidelines to assist clients in reaching the facility and accessing outside services in the City as necessary;
12. Develop a clear policy for Criminal Trespass Orders and other cases in which a suspension of services may be merited so that clients can easily see how specific behaviors will impact their ability to stay at the facility; and
13. Develop clear guidelines establishing that services provided by the shelter, including meals, are only for shelter clients who have completed or are completing the intake process.

ATTACHMENT A

References

1. Maine Memory Network, <https://www.mainememory.net/artifact/67713>, accessed on October 17, 2019.
2. *Oxford Street Shelter History*, City of Portland Department of Social Services, circa 2004, <https://www.portlandmaine.gov/DocumentCenter/View/2288/Oxford-Street-Shelter-History>, accessed on October 17, 2019.
3. Chart created on 10/22/2019 by Belinda Ray and based on Emergency Shelter Assessment Committee Monthly Shelter Statistics for the Oxford Street Shelter on the City of Portland website, <http://www.portlandmaine.gov/Archive.aspx?AMID=61>, accessed on October 17, 2019.
4. *National Alliance to End Homelessness Honors Pioneers in Innovation and Excellence at Annual Awards Ceremony*, National Alliance to End Homelessness Press Release, Washington D.C., October 10, 2017. <https://endhomelessness.org/wp-content/uploads/2016/10/Awards-Ceremony-FINAL-101017.pdf>, accessed on October 22, 2019.
5. DHHS Staff Memo to HHS & PS Committee from Sarah Fleurant, Oxford Street Shelter Director, dated September 23, 2019. Available in the HHS & PS Committee packet from October 8, 2019.
<https://portlandme.civicclerk.com/web/UserControls/DocPreview.aspx?p=1&aoid=608>

Overview of the Process to Replace the Oxford Street Shelter



During site plan approval, the Planning Board will ensure that the plan for the new HSC complies with the ordinance requirements we passed in 2017. Emergency Shelters must have:

- *adequate space for security searches and other assessments*
- *a centralized operations office with sightlines to sleeping areas*
- *a management plan with: 1) management responsibilities; 2) a process for addressing neighborhood concerns; 3) staffing; 4) access restrictions; 5) on-site surveillance; 6) safety measures; 7) controls for resident behavior and noise levels; 8) monitoring reports*
- *adequate access to and from METRO service as well as strategies to help residents utilize transit*
- *on-site services such as case management, life skills training, counseling, employment and educational services, and housing assistance.*
- *suitable laundry, kitchen, pantry, bicycle storage, and secure storage facilities for guests*
- *an outdoor area for guests that is screened for privacy*


**We
are here.**

There are also design standards the facility must meet in the City's Design Manual, and it must also be ensured that its design and operation will not have a greater impact on the surrounding properties than other allowable uses in the zone.

The Riverside location is in the IL Zone. Examples of other allowable uses in this zone include bakeries, breweries, bottling plants, pharmaceuticals, machine shops, food packaging, indoor amusement and recreation centers, plant and tree nurseries, lumber yards, repair services (including all types of automotive repair), day care facilities, dairies, dog training services, intermodal transportation facilities, and utility substations.



City of Portland, Maine
Health & Human Services Department
Kristen Dow, Director

Social Services Division
Aaron Geyer, Administrator

Oxford Street Shelter
Sara Fleurant, Director

TO: Health & Human Services/Public Safety Committee Members
FROM: Sara Fleurant, Oxford Street Shelter Director
DATE: September 23, 2019
RE: Staff Response on Policy

At the September 10th HHS Committee meeting staff were asked to provide recommendations and feedback on several policy topics (outlined below). Staff met with local community partners and shelter providers, as well as regional shelter providers in the New England area. Staff also consulted and researched National Best Practice materials in order to inform the recommendations provided below.

Partner agencies staff met with and have reached out to this time: Amistad, Portland Police Department, Preble Street & Homeless Voices for Justice, Milestone, Maine Housing, PCHC Hope House, Greater Portland Health, Pine Street Inn, Crossroads House, Father Bills, Through These Doors, The Opportunity Alliance, Greater Portland Metro, Wayside, United States Interagency Council on Homelessness.

Residency

Community Providers that staff met with largely felt opposed to this concept. Maine Housing has confirmed there are no State of Maine shelter providers with residency requirements or catchment areas so staff conferred with out of state shelter providers who do have catchment areas. From our discussion with these shelters it was shared with us that residency requirements can be difficult to enforce. Particularly in regards to balancing multiple funding sources with requirements for entry. These shelters often have similar intake screening to Oxford Street currently utilizing self-reporting and taking people at their word regarding residency.

Enacting a residency requirement at the City of Portland shelter would also cause the shelter to lose our low barrier status, the importance of this will be expounded upon in a later paragraph.

CAP

Opinions in the Community varied on the implementation of a cap. All local shelter providers who currently operate with a hard capacity indicated historically they are able to manage their own hard capacities because they have been able to refer out to Oxford Street Shelter. They all shared the sentiment that Oxford Street Shelter was the community overflow once their capacity had been met.

Staff worked to analyze community feedback and guidance from HHS & PS Committee meetings. Staff support adopting the HHS & PS Committee's recommendations for a single, low barrier, 150 bed shelter. This essentially maintains the shelters current 154 bed capacity.

Several providers had feedback around flexible onsite space for overflow. This also included feedback around potential seasonal overflow, similar to the practices of Crossroads and Pine Street Inn who expand their bed counts in inclement weather or colder months. Staff support flexible onsite space for overflow during inclement weather and emergency situations. Staff recommend a built in space for a maximum of 25 additional beds.

Intake

Staff have found through their research that it is national best practice is to utilize a Centralized Intake Model. This is defined by HUD as "a single place or process for people to access the prevention, housing, and/or other services they need."¹ In discussions, staff found unanimous support from shelters both across the State and New England for onsite centralized intake model. Please see attached the HUD Housing First Standards Assessment Tool which informs best practice standards for intake models.² (*Attachment 1*)

Staff would recommend an increased focus on Diversion and Prevention, as is also National Best Practice.³ (*Attachment 2*). Staff feels strongly about modeling a program after Pine Street Inn's Front Door Triage program due to their impressive success at diverting nearly 20% of individuals from ever entering homelessness and spending a night in the shelter, additionally 12% of individuals in their program were rehoused within 7 days.⁴

Low barrier Access

¹"Centralized Intake for Helping People Experiencing Homelessness: Overview, Community Profiles, and Resources," *HPRP Centralized Intake Paper*, Accessed Sept 24, 2019, https://files.hudexchange.info/resources/documents/HPRP_CentralizedIntake.pdf

² HUD Exchange, "*Housing First Assessment Tool-HUD Exchange*," Accessed Sept 14, 2019, <https://www.hudexchange.info/resource/5294/housing-first-assessment-tool/>

³ United States Interagency Council on Homelessness, "*Prevention, Diversion and Rapid Exit*," Accessed Sept 15, 2019, https://www.usich.gov/resources/uploads/asset_library/Prevention-Diversion-Rapid-Exit-July-2019.pdf

⁴ Pine Street Inn, "*Pine Street Inn, Front Door Triage*," Accessed Sept 19, 2019 <https://www.pinestreetinn.org/programs/emergency-services/front-door-triage>

Staff recommend to continue this national best practice of low barrier entry to shelter. (*Attachment 3*) The National Alliance to End Homelessness states, “Emergency shelters play a critical role in ending homelessness. Effective shelters should embrace a Housing First approach, offer immediate and low-barrier access to anyone facing a housing crisis, and measure shelter performance in order to improve results.”⁵ (*Attachment 4*). Many of the community providers that we spoke to also practice low barrier shelter access. All community providers shared that they were in support of this model.

In discussion with Maine Housing it was brought to staff attention that Low Barrier Status will continue to factor into the funding formula for ESHAP in the Maine Homeless Solutions Rule. The Maine Homeless Solutions Rule is currently in Review and Public Hearing with the State. Maine Housing shared with staff that funding would be determined under the proposed formula by taking the maximum number of beds as indicated on the annual HIC or Homeless Inventory Count, multiplied by 125%.

Access

Meals/Laundry/General Day Services:

Many service providers felt strongly that only registered guests should be able to access the Homeless Service Center, with the caveat of the Clinic and Community Policing. The overarching theme behind this concern was one of safety for the guests and the space overall. Many providers shared concerns regarding protections for domestic violence victims and victims of trafficking specifically. It was also shared with staff that our ability to monitor and know who was in the space seemed important. One provider noted that if individuals were utilizing the space as a drop in center they would not have signed the Shelter policy and procedures and would not be familiarized with expectations in the same way as shelter guests.

One out of state shelter provider shared that only some of their meals are open to the public (for example breakfast and dinner but not lunch) due to agreements with the funder who provides their food. However, those shelters require safety checks for those not accessing shelter such as providing ID, wand, searches, etc.

Another out of state shelter was able to provide bagged lunches when they could not provide meals on site. And a third informed us that as they were not replacing a service in the community they prioritized meeting the needs of their onsite guests and did not open to the community.

Access to the Clinic:

An FQH has requirements that they cannot turn anyone away. However, a clinic imbedded in the Homeless Services Center ideally would have two points of access, one to the general community and one leading into the Homeless Services Center.

⁵ “National Alliance to End Homelessness,” *Emergency Shelter Learning Series*, Accessed Sept 15, 2019, <https://endhomelessness.org/resource/emergency-shelter/>

Access to a Community Policing Center:

A Community Policing Center would also be open to the general community. However, they also would ideally have two access points, one to the general community and one leading to the Homeless Service Center.

Transportation

Staff met with General Manager of Metro Greg Jordan who was able to provide staff with information on current Metro stops and routes around the Riverside location. Mr. Jordan has promised to be part of ongoing conversations and to provide staff with supportive materials as needed.

Staff continue to support the recommendation that the Homeless Services Center will include a City operated van as a shuttle service to guests. The shuttle will operate throughout the day to stop at service centers for appointments as well as get back to the facility. This service will allow guest continued un-interrupted access to services they current utilize. In addition to the shuttle van the Homeless Services Center will continue the long standing practices of Oxford Street by using taxi vouchers, metro, and our current vehicles for transportation and follow-up services.



City of Portland, Maine
Health & Human Services Department
Kristen Dow, Director

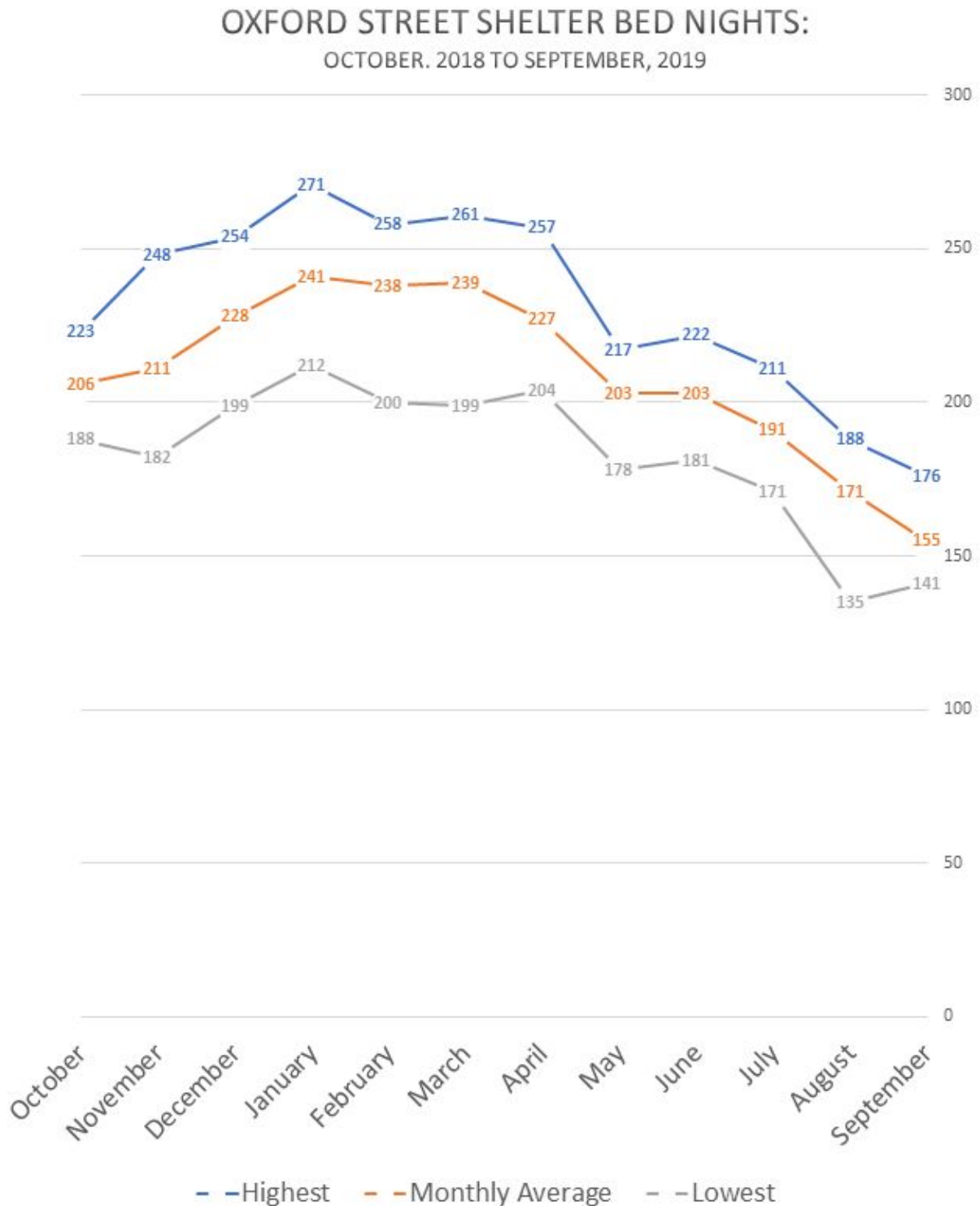
Social Services Division
Aaron Geyer, Administrator

Oxford Street Shelter
Sara Fleurant, Director

TO: Health & Human Services/Public Safety Committee Members
FROM: Sara Fleurant, Oxford Street Shelter Director
DATE: October 22, 2019
RE: Staff Response HHS Questions

- Councilor Batson asked in reference to the hard cap of 150 what was the highest bed count of last year?
 - **On January 28th, 2019 the Oxford Street Shelter served 271 unduplicated individuals.**
- Councilor Batson asked, looking at the Diversion program model, how would the shelter handle a night where 200 people seek shelter at Oxford Street Shelter?
 - **If a situation where more individuals presented than council had approved capacity for staff would work with our community partners to seek appropriate shelter and maximize the number of individuals we can accomodate through efficient bed management.**
- Councilor Batson requested detailed action plans on what the City would do in the event of a large group over capacity presenting for shelter?
 - **Staff would take similar steps as we did over the summer with regards to opening of the Expo for an emergency shelter. Staff would seek guidance from the HHS committee and ultimately the full council.**

- Councilor Ray requested shelter counts going back one year. **Please see below:**



See Attachment A for a nightly breakdown of the past year's bed nights at the Oxford Street Shelter: Total beds, OSS beds and PSRC Overflow beds.

- Councilor Ali asked when the last time Oxford Street Shelter did not open overflow was and if it is a trend.
 - **In looking back at numbers the last time Oxford Street Shelter was not in overflow on a consistent month over month basis was prior to opening an overflow at the Preble Street Resource Center in 2011. (See attachment B: Excerpt from our 2011 Annual Report). In regards to analysis of the current trend down in numbers staff feel it is multifactorial. Staff feel there is sustained energy around the Long Term Stayer initiative and additional housing energy around individuals who have not yet made the by name list. In FY 19 staff have found that 28% of our clients are chronically homeless vs 32% in FY18.**

- The Committee requested more information on Pine Street Inn's Front Door Triage Program.
 - **Staff has scheduled a tour with Josh O'Brien of Pine Street Inn and Angela Giordano the Front Door Triage Program and other Senior Leadership. Staff are scheduled to tour these programs Friday November 15th.**

- Councilor Cook asked about the existing FQHC in Riverton Park and GPH. Additionally she asked if the shelter FQHC would be operated as a drop-in or by appointment.
 - **Staff reached out to Greater Portland Health regarding additional questions. Renee Fay LeBlanc, Chief Medical Officer replied with the following:**

"To answer your first question, we don't have any plan to change our practice at Riverton Park. That site will remain open.

In terms of your second question, the visits at the new homeless site will likely be a mixture of walk-in and scheduled appointments. Currently, at 63 Preble, we have walk-in appointments in the morning and some scheduled appointments in the afternoon as that seems to work best for the patients. I assume the new site will be something similar, but we try to build the scheduling based on the needs of the patients, and would be open to trying something different if that works better for the patients."

- Councilor Cook asked about the recommendation for the purchase and operation of a shuttle. What is the cost? Councilor Batson asked what the taxi voucher costs now and how staff anticipate that changing?
 - **(See attachment C.)**

- Should subsidized transit/metro passes be planned?
 - **In our current budget we have single ride metro tickets that are allocated for guests. We also have capacity to Logisticare and RTP for guests with MaineCare.**
- Councilors asked for information on CTOs and restrictions. Reasons for restrictions, new restrictions and any trends.
 - **(Please see attachment D, slide show on Criminal Trespass.)**
- Councilor Ray commented that there is an ordinance that a community relations plan be established. Further, that it is already in the ordinance and may not be something that needs to be worked out in this recommendation.
 - **Staff currently attend monthly BNA meetings and meet with members of the neighborhood as requested. Staff and shelter security conduct perimeter checks and outreach of the area surrounding the shelter, encouraging shelter guests to be good neighbors and signage in the area around the shelter reminds guests to be respectful of our neighbors. Staff also operates a neighborhood hotline for convenience of our neighbors. These practices would continue at our new homeless services center.**
- Council asked how we might address people sleeping outside and who will stay on the peninsula?
 - **Staff would continue to actively do outreach and continue to engage with those individuals in need of shelter and encouraging they access shelter whether that be City shelter services or one of our partner run scattered site models.**
- Councilor Batson requested information on Community Meals.
 - **(See attachment E.)**

Attachment A October 2018 to September 2019 OSS Nightly Counts Totals with Shelter and Overflow

Month	October			November			December			January		
Facility	Total	OSS	PSRC	Total	OSS	PSRC	Total	OSS	PSRC	Total	OSS	PSRC
1	191	142	49	196	134	62	205	137	68	221	147	74
2	210	138	72	185	130	55	214	144	70	221	146	75
3	188	135	53	182	126	54	232	153	79	223	154	69
4	188	139	49	194	138	56	224	149	75	220	146	74
5	188	138	50	211	137	74	234	144	75	212	144	68
6	197	129	68	203	133	70	224	149	75	236	150	76
7	194	139	55	207	132	75	228	144	75	248	158	90
8	207	140	67	212	137	75	230	142	75	244	154	75
9	208	140	68	205	132	73	234	143	76	236	151	73
10	211	141	70	209	131	78	249	158	75	245	153	75
11	207	139	68	207	133	75	237	144	75	238	149	75
12	211	141	70	212	137	75	246	155	75	236	148	77
13	200	144	66	213	136	77	238	147	75	240	154	75
14	201	134	67	221	141	80	227	152	75	241	153	76
15	217	142	75	204	136	68	226	151	75	226	151	75
16	211	142	69	196	135	61	224	147	77	241	151	75
17	223	148	75	212	137	75	240	154	80	241	153	75
18	217	142	75	204	130	74	254	153	75	240	165	75
19	208	142	66	207	133	74	250	159	75	225	157	65
20	204	145	59	214	140	74	248	150	75	232	157	75
21	217	142	75	201	135	66	223	150	73	257	159	80
22	223	147	76	197	125	72	211	136	75	266	160	75
23	215	140	75	215	140	75	216	141	75	261	161	75
24	217	142	75	222	147	75	208	143	65	252	150	76
25	216	142	74	232	148	78	199	134	65	250	154	75
26	204	137	67	248	151	79	223	148	75	252	159	76
27	201	137	64	241	150	75	231	156	75	254	154	77
28	204	138	66	237	149	75	231	145	75	271	155	80
29	209	140	69	229	145	75	231	148	83	249	157	78
30	204	136	68	215	144	71	231	156	75	256	152	77
31	206	131	75				199	139	60	251	143	82
Totl Beds	6397	4332	2075	6331	4122	2146	7067	4571	2296	7485	4745	2343
Highest	223	148	76	248	151	80	254	159	83	271	165	90
Average	206.354839	139.74194	66.93548	211.033333	137.4	71.533333	227.96774	147.45161	74.06452	241.452	153.065	75.581
Lowest	188	129	49	182	125	54	199	134	60	212	143	65

February			March			April			May			June		
Total	OSS	PSRC	Total	OSS	PSRC	Total	OSS	PSRC	Total	OSS	PSRC	Total	OSS	PSRC
223	149	74	228	153	75	236	149	75	213	149	64	181	142	39
200	139	61	199	132	67	236	148	77	216	152	64	201	143	58
210	147	63	220	143	77	216	143	73	178	137	41	209	147	62
232	153	79	235	146	76	227	152	75	187	142	45	198	142	56
234	159	75	252	150	80	214	141	73	185	137	48	202	132	70
225	147	78	251	150	77	207	144	63	208	150	58	200	145	55
238	160	78	247	148	78	232	157	75	202	145	57	188	139	49
233	155	78	230	154	76	249	157	77	207	148	59	188	136	52
228	151	77	234	154	79	231	153	78	195	146	49	198	144	54
233	155	78	234	159	75	244	150	79	189	142	47	218	148	70
251	155	76	239	148	75	226	145	81	190	144	46	221	148	73
229	150	79	258	153	78	229	155	74	212	151	61	208	143	65
241	149	79	239	152	76	220	154	66	208	150	58	222	144	78
257	152	74	249	158	75	247	160	75	205	143	62	199	146	53
228	153	75	232	158	74	257	153	75	217	145	72	193	144	49
231	156	75	238	144	81	235	149	78	213	156	57	205	148	57
237	149	77	246	155	75	231	153	78	204	150	54	210	149	61
251	153	74	258	165	76	228	150	78	208	151	57	217	150	67
244	149	78	248	154	79	215	152	63	204	145	59	217	147	70
242	149	78	245	147	82	208	148	60	202	151	51	219	147	72
242	154	78	245	151	75	204	151	53	216	150	66	205	146	59
251	160	74	223	149	74	231	156	75	216	151	65	201	144	57
235	154	76	230	149	81	238	150	78	215	153	62	203	146	57
253	156	74	239	159	80	233	158	75	193	145	48	210	142	68
258	155	76	261	166	78	233	155	78	182	140	42	202	142	60
251	159	75	237	144	77	209	145	64	190	148	42	207	138	69
245	155	75	257	156	75	211	147	64	206	151	55	201	147	54
258	153	79	240	139	83	213	144	69	211	148	63	192	136	56
			230	156	74	211	147	64	214	150	64	184	138	46
			221	147	74	225	155	70	215	143	72	199	150	49
			243	155	75				186	144	42			
6660	4276	2113	7408	4694	2377	6796	4521	2163	6287	4557	1730	6098	4313	1785
258	160	79	261	166	83	257	160	81	217	156	72	222	150	78
237.857	152.714	75.464	238.968	151.4194	76.67742	226.53333	150.7	72.1	202.80645	147	55.806452	203.26667	143.76667	59.5
200	139	61	199	132	67	204	141	53	178	137	41	181	132	39

July			August			September		
Total	OSS	PSRC	Total	OSS	PSRC	Total	OSS	PSRC
184	130	54	188	147	41	149	140	9
190	142	48	160	131	29	151	145	6
182	137	45	161	137	24	157	137	20
173	143	30	177	140	37	148	140	8
181	141	40	176	156	20	149	149	0
185	150	35	172	157	15	156	156	0
196	154	42	179	145	34	145	145	0
207	155	52	178	143	35	176	148	28
192	146	46	177	142	35	173	160	13
208	151	57	180	150	30	150	150	0
207	155	52	172	145	27	153	152	1
187	143	44	188	148	40	161	151	10
171	141	30	183	148	35	153	153	0
188	148	40	179	139	40	159	159	0
194	155	39	182	146	36	159	159	0
199	142	42	182	147	35	164	164	0
187	141	46	172	145	27	157	157	0
188	145	43	175	150	25	157	157	0
185	140	45	184	152	32	162	162	0
188	149	39	176	150	26	151	151	0
196	146	50	174	144	30	157	157	0
211	153	58	171	141	30	152	152	0
199	146	53	161	140	21	154	154	0
209	150	59	154	138	16	163	163	0
198	155	43	158	138	20	153	153	0
182	143	39	175	143	32	149	149	0
181	143	38	165	144	21	149	149	0
194	148	46	177	148	29	141	141	0
193	149	44	164	138	26	153	153	0
188	141	47	141	138	3	149	149	0
190	149	41	135	125	0			
5933	4531	1387	5316	4455	851	4650	4555	95
211	155	59	188	157	41	176	164	28
191.387	146.161	44.7419	171.4839	143.70968	27.45161	155	151.833	3.16667
171	130	30	135	125	0	141	137	0

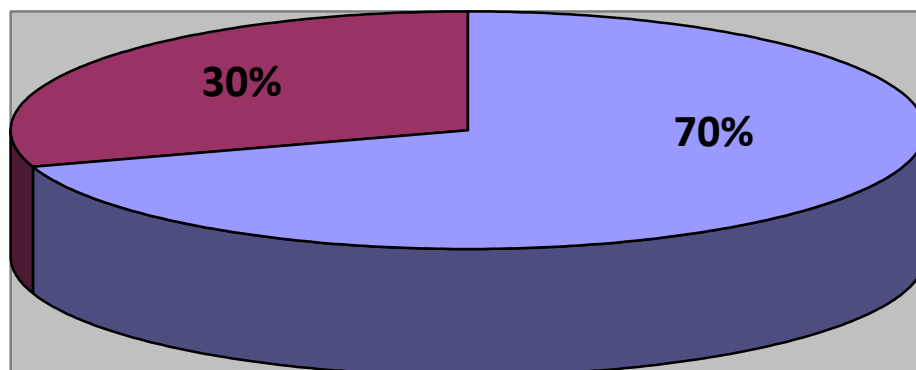
Attachment B

Shelter Overflow Excerpt from the Oxford Street Shelter FY2011 Annual Report

In April of 2010 Preble Street opened a new Women's Shelter at Florence House. This new facility included both permanent, transitional and shelter beds for women. The Women's Shelter was relocated out of the Preble Street Resource Center and into the Florence House. The number of women requesting shelter increase drastically during the summer of 2010 and the Preble Street Women's Shelter was filled to capacity. The City of Portland's Health & Human Service Department and Preble Street quickly responded and created an emergency overflow for shelter for women. The Social Services Division Refugee Services Conference Room was used as the women's overflow from June 23, 2010 through January 19, 2011. This emergency overflow space was only open from 9:00 PM – 6:00 AM. Staff moved the conference furniture and placed mats on the floor. Two staff was stationed at the overflow when used: one Preble Street and one Oxford Street Shelter Attendant. The number of men residing at the Oxford Street Shelter for Men decreased in the winter of 2011 due to the high number of men placed into permanent housing through the very successful Homelessness Prevention & Rapid Re-Housing program (HPRP). On January 20th, 2011 the Oxford Street Shelter began to serve women as a means of overflow which reduced the need to open additional overflow space. In May 2011, the Oxford Street Shelter reached full capacity of 154 beds with both men and women. The Preble Street Resource Center is currently used as the emergency overflow for men when Oxford Street reaches full capacity. Staff from Oxford Street opens the overflow at 9:00 PM and up to 30 men sleep on mats until 6:00 AM. This represents a sharp rise in homelessness during the past year. In the month of June all of the adult shelters in Portland were filled to capacity and/or overflowing. (Please see Attachment #6)



***Percent of total nights in FY 11**



Overflow was used 256 nights, or 70% of all nights in FY 11. An adult overflow shelter was open for all 12 months in FY 11 Including the following locations: City of Portland Social Services Division, 190 Lancaster Street (Refugee Services Conference Area), Women's overflow July 2011 – January 19, 2011

190 Lancaster Street was used 200 nights, for a total of 5,411 bed nights, averaging 27 women per night in FY 11.

Preble Street Resource Center (PSRC)

Men's overflow beginning January 20, 2011

PSRC was used 56 nights, for a total of 1,036 bed nights, averaging 19 men per night in FY 11

Total overflow bed nights in FY 11: **6,447**

Total overflow nights used in FY 11: **256**

Attachment C

HSC Transportation Costs

	OXFORD STREET FY19 BUDGET (9000 sq ft)	FY19 Actuals (Spending Breakdown)	FY19 Actuals (Spending Ratios)	ONE FACILITY 150 BED SHELTER (17,000 sq ft) (Projected)	EXPLANATIONS
EXPENDITURES	Budget	Actuals	Ratio	Budget	
Client Transportation					
a) Bus		6,431	64%	9,589	Based on FY19 spending breakdown, location and projected rate increase
b) Metro		525	5%	783	Based on FY19 spending breakdown, location and projected rate increase
c) Taxi		3,104	31%	4,628	Based on FY19 spending breakdown, location and projected rate increase
TOTAL	10,000	10,060	100%	15,000	
Personnel				73,476	2 Shelter Attendants salary
Benefits (36.61%)				26,900	2 Shelter Attendants fringe benefits
Total				100,376	
Operating cost				115,376	
Start up cost				35,000	Shuttle Vehicle (12 person Van)
Grand Total				150,376	



Criminal Trespass Statistics from Area Service Providers

...

HHS & Public Safety Committee

October 22nd, 2019

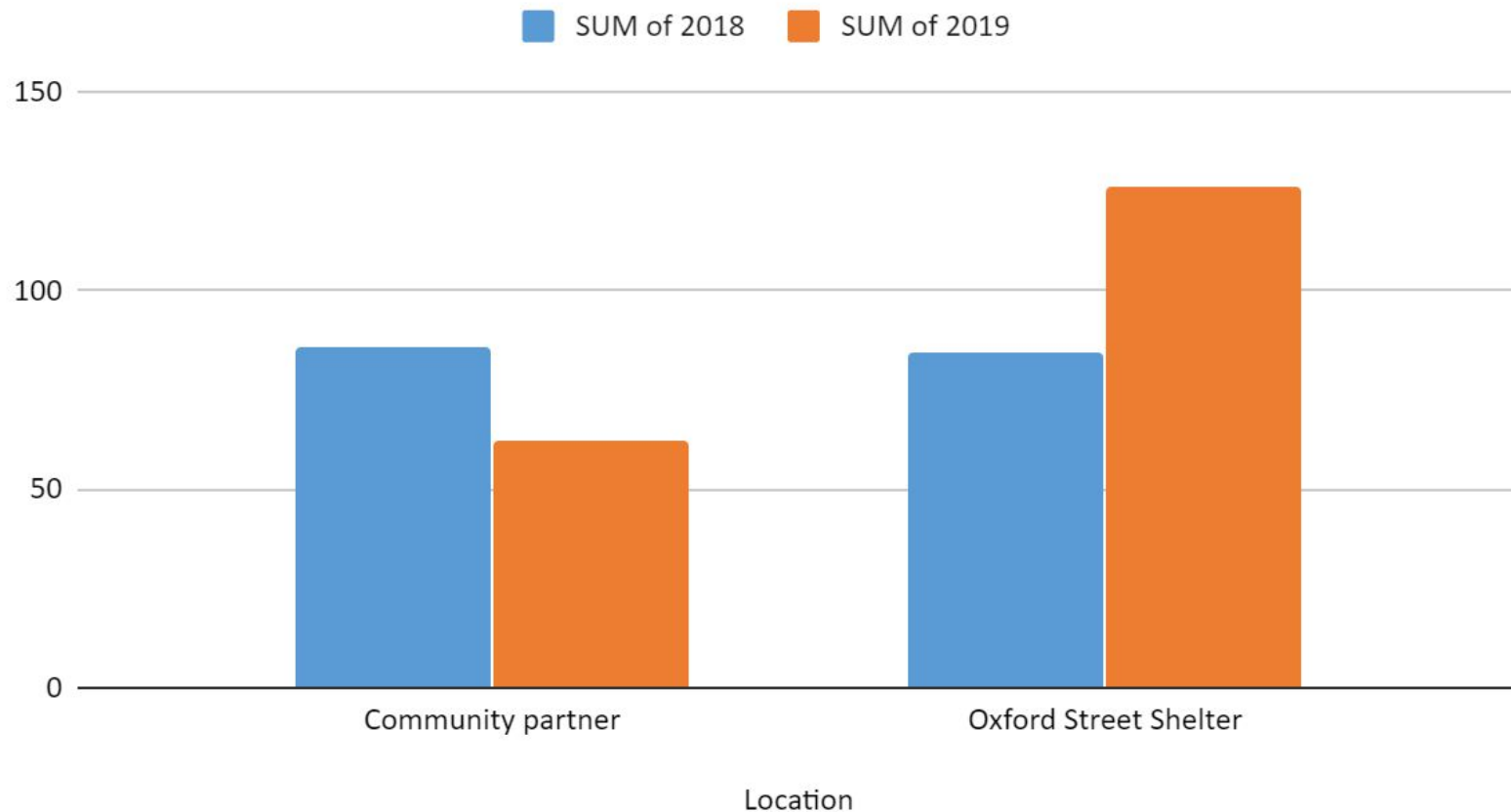
Community Wide Criminal Trespass Notices Issued (2018 vs. 2019 YTD)

There were 170 criminal trespass notices issued in 2018, with 188 issued in 2019 from the beginning of the year to October 10, 2019. This accounts for criminal trespass notices from Community Partners as well as Oxford Street Shelter.

Criminal Trespass Notices Issues (2018 vs. 10/10/2019)

<i>Location</i>	SUM of 2018	SUM of 2019	% Change
Community partner	86	62	-27.91%
Oxford Street Shelter	84	126	50.00%
Grand Total	170	188	10.59%

Criminal Trespass Notices by Location (2018 vs. 10/10/2019)

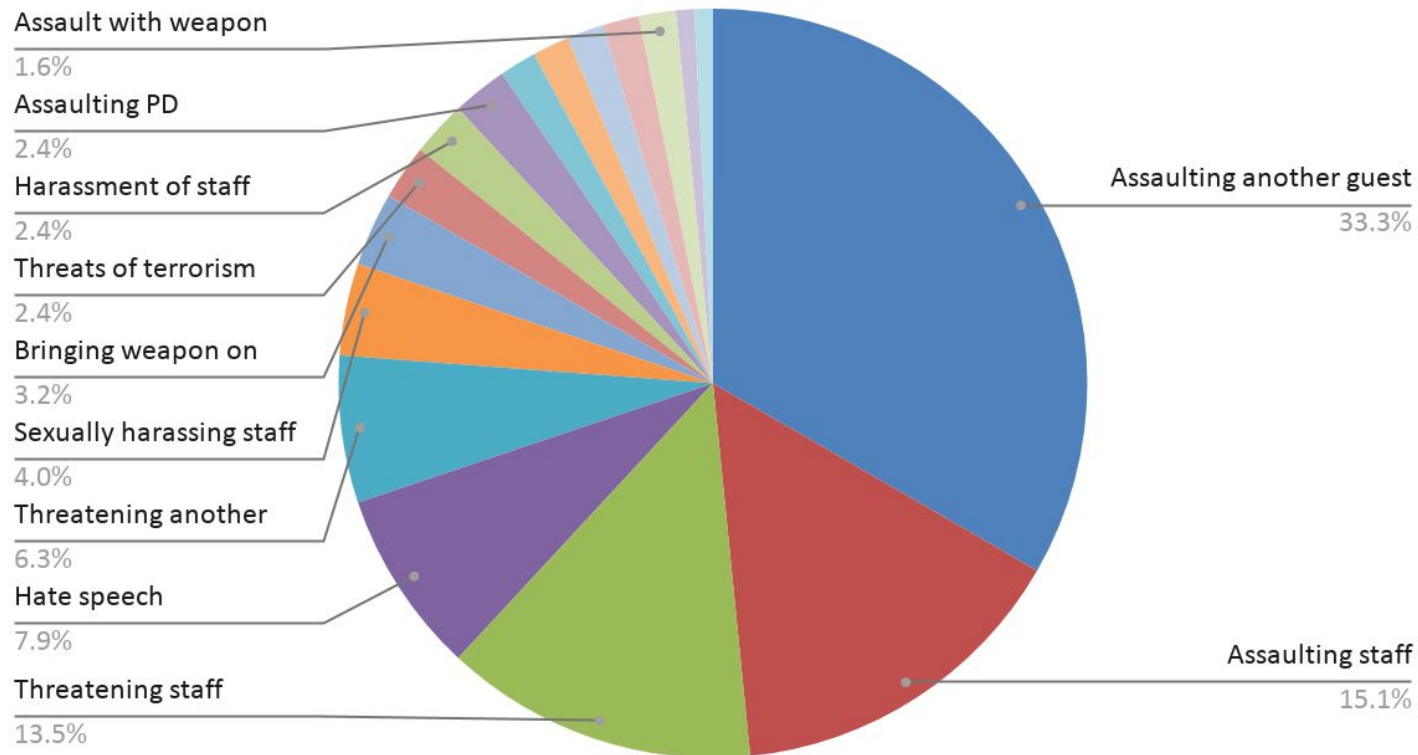


Criminal Trespass Notice Details

Primary Reason Issued	# Issued	% of Total
Assaulting another guest	43	34.12%
Assaulting staff	19	15.08%
Threatening staff	16	12.70%
Hate speech	10	7.94%
Threatening another guest	8	6.35%
Sexually harassing staff	5	3.97%
Bringing weapon on property	4	3.17%
Threats of terrorism	3	2.38%
Harassment of staff	3	2.38%
Assaulting PD	3	2.38%
Theft from staff	2	1.59%

Interfering with emergency services	2	1.59%
Fighting with another guest	2	1.59%
Disruptive/Unsafe behavior	2	1.59%
Assault with weapon	2	1.59%
Selling drugs	1	0.79%
Public Indecency	1	0.79%
Grand Total	126	100.00%

Criminal Trespass Notices Issued by Type through 10/10/19

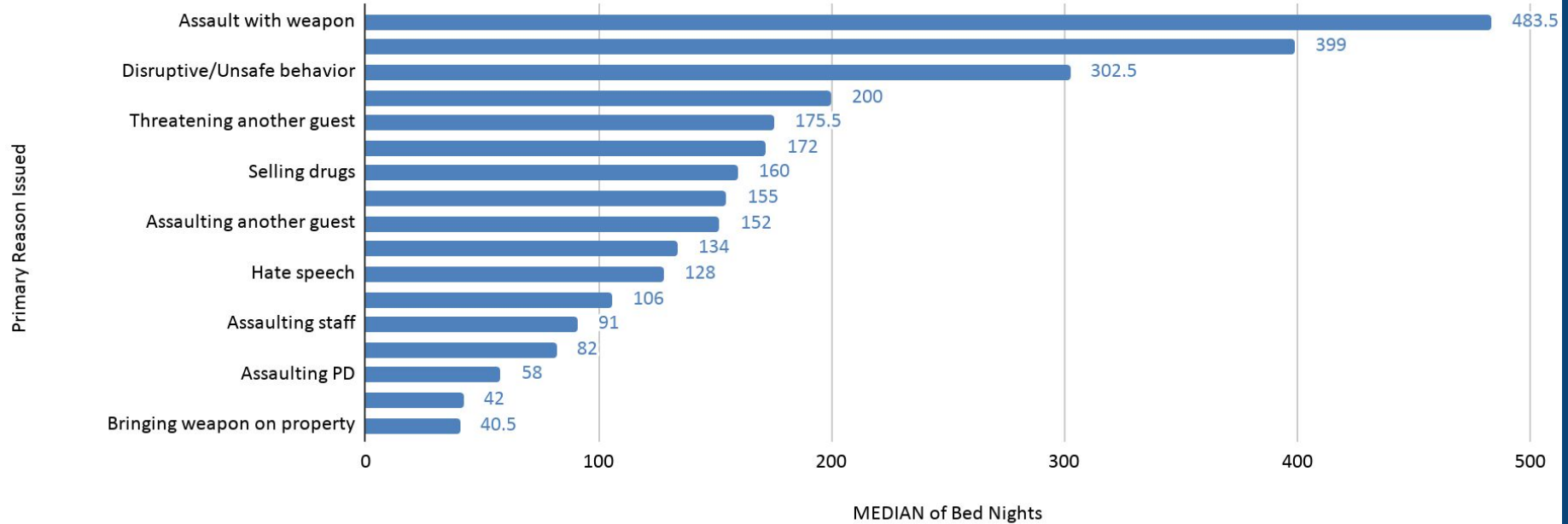


Criminal Trespass Notices by Bed Nights

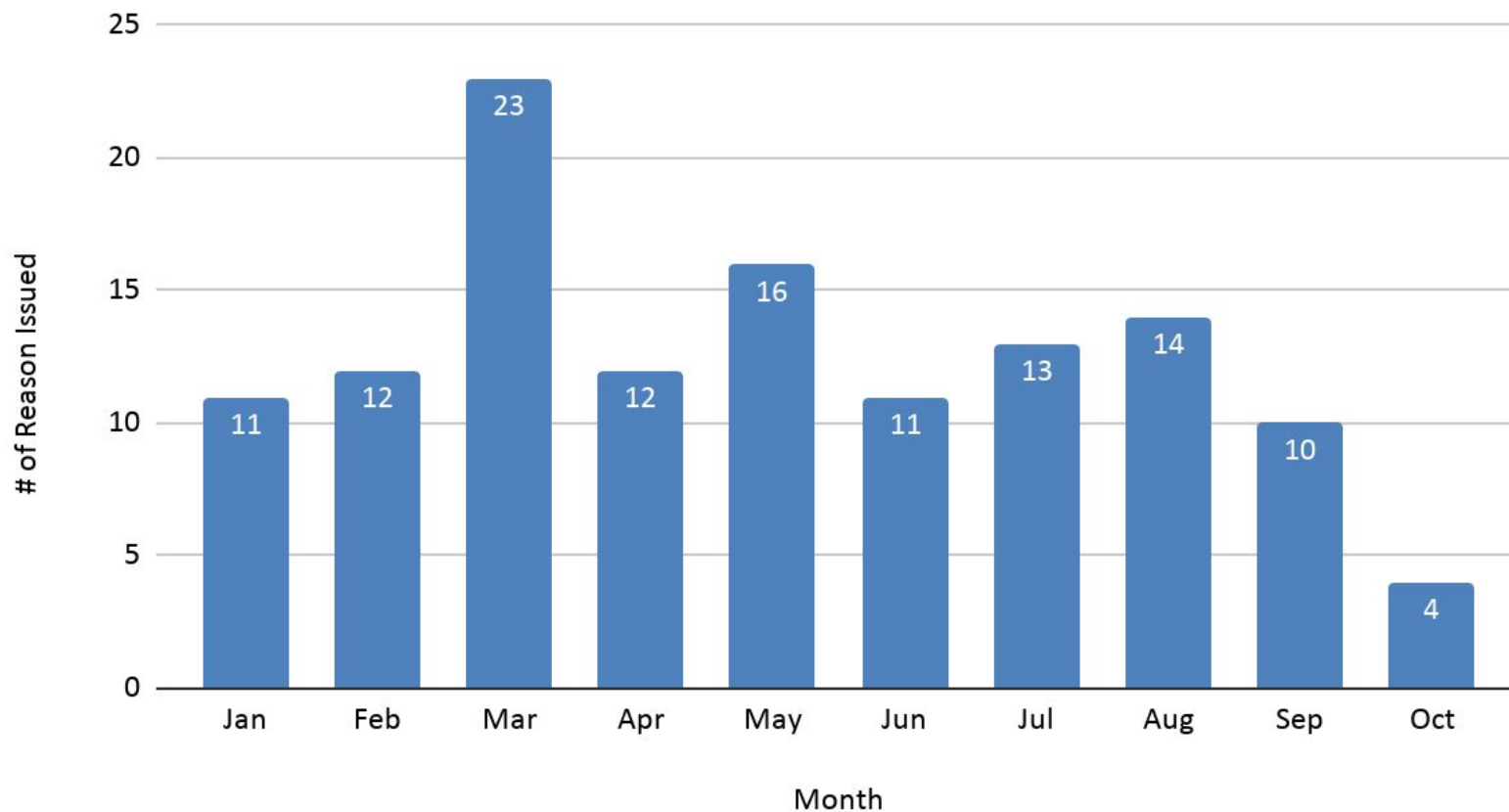
<i>Primary Reason Issued</i>	Median Bed Nights	# of Unduplicated Guests
Assault with weapon	483.5	2
Threats of terrorism	399	3
Disruptive/Unsafe behavior	302.5	2
Fighting with another guest	200	2
Threatening another guest	175.5	8
Sexually harassing staff	172	5
Selling drugs	160	1
Theft from staff	155	2
Assaulting another guest	152	42
Harassment of staff	134	3

Hate speech	128	10
Threatening staff	106	16
Assaulting staff	91	19
Interfering with emergency services	82	2
Assaulting PD	58	3
Public Indecency	42	1
Bringing weapon on property	40.5	4
Grand Total	126	125

Median # Bed Nights by Criminal Trespass Type



Criminal Trespass Notices Issued by OSS Monthly through 10/10/19



Attachment E

Food Pantries

Pantry Name	Hours	When to come	Who can come
Sacred Heart/St. Dominic Food Pantry	Tuesday Open at 8:30am	Once a week	Parkside Residents
Sagamore Food Pantry	Tuesday 10-11 a.m.	Once a week	Open to anyone
Salvation Army Food Pantry	Mon., Wed., and Fri. 1-2:30 p.m.	Once a month	Portland residents
St. Luke's Food Pantry	Thursday 9:30-11 a.m.	Once a month	Open to anyone
Stroudwater Christian Church Food Pantry	Sundays 1-3 p.m.	Once every two weeks	Open to anyone
Wayside Mobile Food Pantry at Harbor Terrace	3rd Friday 1-2 p.m.	Once a month	Harbor Terrace & West End
Wayside Mobile Food Pantry at Riverton	3rd Wednesday 3-4 p.m.	Once a month	Riverton Residents
Wayside Mobile Food Pantry at Front Street	2nd Thursday 10:30 - 11:30 a.m.	Once a month	Neighborhood residents
Wayside Mobile food Pantry at Sagamore	4th Tuesday 10-11 a.m.	Once a month	Sagamore residents
Williston-Immanuel United Church Food Pantry	Thursday - arrive before 10 a.m.	Weekly	Open to anyone
White Memorial Food Pantry	Thursday 8-9:30 a.m.	Once a week	Open to anyone
First Baptist Food Pantry	Wednesday 11:30 a.m. - 12:30 p.m.	Once a week	Open to anyone
Jewish Family Services Food Pantry	Tuesday & Thursday, 9a.m. - 3p.m. Appt. only	Once a month	Portland residents
Preble Street	Thursday 1:30 - 3 p.m.	Once a week	Open to anyone
Project FEED	Monday-Friday 1-3 p.m.	Once every 3 months	Portland & Greater Portland
Root Cellar	Monday-Friday 9 a.m. - 5 p.m.	Emergency Only	Open to Portland Residents only
St. Elizabeth's Non-food Pantry	Tuesdays 9-11:15 a.m.	Weekly	Open to anyone

Community Meals - Wayside

(Meals are open to all who wish to attend unless otherwise noted.)

Mondays:

- LUNCH, 12-1, Woodfords Congregational Church, 202 Woodford Street, Portland
- DINNER, 5-6, Reiche Community School, 166 Brackett Street, Portland (open to Reiche students & their families only)
- DINNER, 5-6, East End Community School, 195 North Street, Portland (open to EECS students & their families only)
- DINNER, 5-6, Sagamore Village Boys & Girls Club, 21 Popham Street, Portland (open to B&G Club students only)
- DINNER, 5-6, Riverton Boys & Girls Club, 55 Riverton Drive, Portland (open to B&G Club students only)

Tuesdays:

- LUNCH, 12-1, Hope.Gate.Way United Methodist Community Center, 185 High Street, Portland
- DINNER, 6-7, Parkside Neighborhood Center, 85 Grant Street, Portland (open to seniors 55+ and families with children only)
- DINNER, 5-6, Salvation Army, 297 Cumberland Ave, Portland (open to seniors 5+ and families with children only)

Wednesdays:

- DINNER, 5-6, My Place Teen Center, 755 Main Street, Westbrook

Thursdays:

- LUNCH, 12-1, Salvation Army Center for Aging, 297 Cumberland Ave, Portland (open to seniors only)
- DINNER, 5:30-6:30, Hope.Gate.Way United Methodist Community Center, 185 High Street, Portland
- DINNER, 5:30-6:30, Deering Center Community Church, 4 Brentwood Street, Portland
- DINNER, 5:30-6:30, St. Peter's Episcopal Church, 678 Washington Ave, Portland

First Sunday of the Month:

- DINNER, 5-6, First Parish Unitarian Universalist Church, 425 Congress St., Portland

Additional Community Meals

Preble Street Soup Kitchen

252 Oxford St., Portland

www.preblestreet.org

Breakfast: 8-9 a.m.

Lunch: 12-1 p.m.

Dinner: 5-6 p.m.

Teen Center

343 Cumberland Ave., Portland

Sunday-Saturday (Open to all
under 21)

Breakfast: 8-9 a.m.

Lunch: 12-1 p.m.

Dinner: 6-7 p.m.

**can also get bagged meals

St. Vincent De Paul South Kitchen

307 Congress St., Portland – East
Bayside

Monday-Friday 12-1 p.m.

Open to all

Sacred Heart/St. Dominic

80 Sherman St., Portland (corner
of Sherman & Mellen St., door on
Sherman St.)

Tuesdays 10-11:30 a.m.

MEMORANDUM

TO: Health & Human Services Committee

FROM: Jennifer L. Thompson, Associate Corporation Counsel

DATE: June 25, 2019

Re: Shelter Policies and Residency requirements

I understand that the Committee will be taking up questions relating to operation of the City's homeless services center. Included in the questions being considered by the Committee is the extent to which access to the shelter can or should be limited to residents of Portland. This memo will briefly address that question and highlight some issues of which the committee should be aware. Due to the press of time, a full treatment of this question has not been possible but I will be happy to talk further with the committee and full Council in the coming weeks and months if that would be helpful.

I. Durational Residency Requirement

With respect to limiting access to the shelter to those who can establish residence in Portland, there are a couple of issues of which the Committee should be aware.

A. General Assistance

First, under the State's General Assistance statute, the City is *required* to provide emergency general assistance benefits, including emergency shelter, to eligible individuals without regard to residency. Historically, the City has met its obligation to provide emergency shelter by providing GA applicants with beds in the City's homeless shelters. The City is then entitled to reimbursement for a portion of that cost. If access to the City's shelters becomes restricted to Portland residents only, the City will need to find another way to provide shelter to non-residents – likely in area hotels. Municipalities are expressly prohibited from conditioning general assistance benefits on durational residency requirements.

B. Restriction on "Right to Intrastate Travel"

Additionally, although there are other municipalities around the country that have imposed some level of residency restrictions for their homeless shelters (e.g. Washington, D.C.^[1], Laguna Beach, California^[2], and Boston, Massachusetts), the Committee should be aware that durational residency restrictions have been the subject of legal challenge. Those challenges have most often been grounded on the Supreme Court's opinion in *Shapiro v. Thompson*, 394 U.S. 618 (1969) in which the Court struck down a one-year residency requirement for welfare payments. The Court's decision was based on its recognition of a constitutional "right to freedom of movement."

Since 1969, the Court's decision in *Shapiro* has undergone scrutiny and weakening somewhat such that is now unclear whether such a right, particularly a right to intra-state movement, exists or would prohibit residency requirements in connection with providing public benefits. The few cases in which a court has considered whether residency restrictions in homeless shelters are unlawful have either been in the negative or have neglected to reach the question. It is perhaps for this reason that residency restrictions are in place in some other municipalities around the country. For example, the District of Columbia and Laguna Beach, California both give priority in

shelter services to those who can demonstrate homelessness *and* residency. Those who cannot establish residency participate in a lottery.

Notwithstanding that there is precedent in other communities for residency restrictions, the Committee should be aware of the issue and the potential for legal challenge on that basis if it chooses to adopt a restriction based on residency. If it does pursue that option, it is recommended that it model its policies after other, established policies in other jurisdictions that are operating publicly run shelters (as opposed to privately run shelters).

CHAPTER 2 – Eligibility Criteria

Residency

One issue that has been a source of confusion over the years is residency. While a GA applicant's residency is something to take into consideration when taking an application, *it is not a condition of eligibility*. In fact, the *only purpose of discussing residency is to determine which municipality is ultimately responsible for providing GA to applicants*.

Residency is no longer the applicant's problem, as it was under the pauper settlement laws when indigent people could be shuttled between communities and sent back to the municipality where the applicants had their "settlement"—often their birthplace. The apparent reasoning behind settlement was that poor towns should only be required to provide support to their "own people." Under settlement, if people left one town and moved to another town they weren't considered settled until they had lived in the new town for five consecutive years without receiving assistance. If people needed assistance during the time they were trying to gain settlement in the new town, they had to receive it from the town where they were settled and they could be "removed" by their new town to their place of settlement for support. If people needed "immediate relief," the municipality where they were present had to provide it but could seek repayment from the town of settlement.

Maine courts were full of municipalities suing each other and squabbling over such arcane matters as whether people had been temporarily absent, people's personal habits, and whether "pauper supplies" had been given in good faith. Although Maine repealed settlement in 1973, it continued to have a durational residency requirement until 1976, when durational residency was also repealed.

Residency requirements in welfare laws rose to constitutional proportion in 1969 when the United States Supreme Court ruled that certain durational residency requirements were an *unconstitutional infringement on a person's right to travel* as guaranteed by the equal protection clause of the Fourteenth Amendment, and the due process clause of the Fifth Amendment. *Shapiro v. Thompson* (1969), 394 U.S. 618, 89 S.Ct. 1322. The *Shapiro* case concerned a challenge to the requirement adopted by most states that people be residents of a state for one year before being eligible to receive AFDC. The Supreme Court ruled that the one-year residency requirement was unconstitutional because it did not promote a "compelling governmental interest" and that there was no rational basis for making a distinction between longtime and new residents.

Durational residency requirements, which unreasonably restrict people from moving to or from a state by limiting their access to public benefits, are unconstitutional. Although the constitutionality of durational residency requirements which would act to restrict *intrastate* travel was never fully reached in the most pertinent Maine case. *Wyman v. Skowhegan*, 464 A.2d 181 (Me. 1983), it is probable that durational residency requirements would be found equally suspect, from a legal perspective, if people could be denied public assistance by various municipalities within Maine solely on the grounds of the applicants' length of residency. The issue of "right to travel" is no longer particularly relevant, however, because there is an express prohibition on durational residency requirements in the law (§ 4307(3)), and along with that prohibition there is the concept of "municipality of responsibility."

Municipality of Responsibility

Generally, Maine law states that municipalities have the responsibility to provide GA to all eligible persons who are:

- residents—people who are **physically present** in a municipality with the **intention of remaining there** and establishing a household; or
- non-residents—people (including transients) who apply for assistance who are not residents of that municipality or any other.

In short, there is ***no durational residency requirement***. If a person is applying for assistance in a municipality and he or she does not live there but isn't a resident anywhere else, that person is considered a resident of the municipality where the application is made and that municipality must grant GA if the person is eligible. Municipalities cannot refuse to grant aid to people merely because they are not residents. **Residency is not an eligibility condition!** 22 M.R.S.A. § 4307.

Example: Laura Green has lived in Litchfield all her life, where many members of the Green family live. One day Laura packed up and left Litchfield and moved to Shapleigh, where she applied for GA. Shapleigh felt certain that Laura was Litchfield's responsibility and told her she would have to apply in Litchfield. Shapleigh's decision was wrong because Laura was 1) physically present in Shapleigh, 2) intended to remain there to maintain or establish a home and 3) had no other residence...therefore, for the purpose of GA, Laura was a resident of Shapleigh.

Example: Alvin Eliot has been a transient most of his life. One summer he drifted through Maine, moving from town to town and working odd jobs. One week he received some assistance from Augusta, and a month later he was in Castine, where he applied for more

food assistance. Castine called MMA to find out if Alvin was the responsibility of Augusta or of Castine. MMA said that Alvin was the responsibility of Castine because he was applying in Castine and he was a resident of *no* municipality, and his case contained none of the *relocation* or *institutional* complications that make exceptions to the general residency rule (*see below*).

Example: Dawna Jones applied for GA in Presque Isle, even though she lived in New Sweden, because she was told that New Sweden didn't appropriate any funds for GA and because the administrator did not believe she was a resident. The Presque Isle administrator contacted the New Sweden administrator and told him each town had to have a GA program to help eligible people and diplomatically attempted to convince him to accept an application from Dawna Jones. Luckily, the New Sweden administrator agreed to take the application. If he had disagreed, Presque Isle could have suggested that New Sweden call the Department of Health and Human Services or MMA for advice. However, if New Sweden refused to take the application, Presque Isle would have been required to take the application and issue the assistance for which Ms. Jones was eligible because there was a *dispute between the municipalities*.

Disputes & Inter-municipal Cooperation

The only way the complexities of residency determinations can be dealt with efficiently is if the various municipalities within a residency issue communicate and cooperate with each other. The whole point of eliminating a durational residency requirement was to prevent applicants from being treated as volleyballs and being caught in the middle of a dispute between municipalities. State law is clear: "*nothing (in the law) may...permit a municipality to deny assistance to an otherwise eligible applicant when there is a dispute regarding residency.*" 22 M.R.S.A. § 4307(5).

In other words, if two municipalities disagree about which town is financially responsible to issue GA to a person, one of the municipalities is required to assist the applicant if he or she is eligible. The eligible applicant must receive assistance; the municipalities can argue about who is responsible for paying the bill later. Ultimately, it is DHHS who resolves these disputes. 22 M.R.S.A. § 4307(5).

When there is a dispute regarding which municipality is required to provide the assistance sought, the municipalities involved should first seek guidance from MMA or DHHS.* If a resolution cannot be reached, the municipality in which the application is filed must provide the assistance and then seek a final determination from DHHS. DHHS must reach a decision regarding such a dispute within 30 working days; if the municipality that did not pay is

deemed to be responsible; then it has 30 working days from the decision to reimburse the municipality that did pay. If reimbursement is not made within those 30 days, DHHS will seek reimbursement from state funds (such as revenue sharing) that are due to the responsible municipality.

* **NOTE:** *Due to potential conflicts of interest, MMA Legal Services can involve itself or facilitate communications on such issues only if all municipalities involved agree to MMA's involvement.*

It should also be pointed out that § 4307(1) provides that “any municipality which... illegally denies assistance to a person which results in his relocation...shall reimburse twice the amount of assistance to the municipality which provided the assistance to that person.” Obviously, it is hoped that this type of financial penalty would not be necessary, but to the extent municipalities can self-police each other's actions and otherwise work cooperatively so that all eligible applicants get their assistance in an efficient manner, the less likely it will be that the Legislature will step in and place even stiffer penalties in the law.

Complications to Residency

Moving/Relocating

From time to time applicants may request assistance to help them move to another town. *Municipalities may help people relocate upon the **applicant's request** under certain circumstances.* It is illegal under Maine law, however, to send a person out of town solely to avoid granting assistance. For instance, it would be illegal for an administrator to tell applicants that there are not any jobs in town, that the town has no intention of supporting them for the rest of their lives, and that they should leave town, and then force them on a bus to another town or state!

It is legal, however, to help an applicant relocate to another town if he or she requests that type of assistance and if such assistance makes sense (i.e., relocating the applicant is the only way to provide him or her with shelter). Examples of when relocation would be reasonable include when the applicant is hired for a new job in another town and needs help to move, or when a family is evicted and there are no other suitable places to live in town. It is important to note the difference between the **authority** of a town to help an applicant relocate and an **obligation** of a town to relocate an applicant on demand. Under Maine GA law a municipality is not obligated to relocate an applicant, provided the basic necessities are available within the municipality.

It is also important that municipalities communicate with one another when GA is used for the purpose of relocation. A sample form which can be used by a "sending municipality" to notify a "receiving municipality" that a GA recipient has been relocated is found in Appendix 3.

If a municipality helps applicants move to another municipality, the municipality which provides the relocation assistance continues to be responsible for those applicants for the first **30 days** after relocation. The law extends this obligation **from 30 days to 6 months** if the relocation is to a hotel, motel or other place of temporary lodging in the other municipality (see "Complications to Residency—Institutional Residents" below). It is for this reason that municipalities should always avoid placing GA recipients (even temporarily) in temporary lodgings. In the event no permanent housing arrangement can be found, always call DHHS to see if other alternatives exist before placing a GA recipient in a temporary dwelling.

In other words, if Milbridge paid a family's first month's rent to help them move to Cherryfield, Milbridge would be responsible for assisting the family with other basic necessities for which the family was eligible (food, electricity, fuel, etc.) during the first month. Once recipients relocate to the new town they can apply for assistance in the new town, or if the town of former residence is not far and they have adequate transportation they can apply directly to the municipality of responsibility during the first 30 days. If it is impractical to apply in the town where they previously lived, the administrator in the new town must take the application, notify the municipality of responsibility and upon its approval grant assistance according to that town's ordinance or have that town provide the assistance directly.

The most important factors to keep in mind regarding people who have received relocation assistance are:

- If applicants are applying for the *first time* in your town, ask them if the municipality where they lived previously helped them move, so you can determine if the other municipality is still responsible. Ask all applicants where they lived previously and whether they received GA.
- If applicants received GA to help them move, notify the other municipality ***prior*** to granting assistance; if you fail to provide such prior notice the responsible municipality does not have to reimburse you. 22 M.R.S.A. § 4313.

- If the municipality which is legally liable for the applicants' support refuses to reimburse your municipality without a good reason, you *must* assist the applicants and attempt to recover the expense from the other municipality another way, including court. *(In situations like this you can encourage the uncooperative town to call DHHS or MMA for clarification of the issue, or if negotiations are futile you can report the situation to DHHS.)*

It is important to emphasize that the **30-day** responsibility falling on the "sending town" **only** applies when the sending municipality has provided relocation assistance; there is no continuing responsibility if the applicant relocated without municipal assistance, except when the relocation was to an institutional setting (*see below*).

Institutional Residents

In 1983 the Legislature attempted to address the problem faced by municipalities that have one or more institutions in their communities to which people from surrounding areas come and later often need assistance. People who are in an *institution six months or less* are considered to be the responsibility of the municipality where they were residents immediately prior to entering the facility (*Example 1 below*); if they are there *more than six months* they are the responsibility of the municipality where the institution is located (*Example 2 below*). The only exception to this is if an applicant has been in an institution more than six months but has a residence in another town that the applicant has maintained and to which he or she intends to return. In that very rare circumstance, the applicant continues to be the responsibility of the municipality where that residence is located (*Example 3 below*), 22 M.R.S.A. § 4307(4)(B).

Example 1: Dan Gordon from Limerick entered a halfway house for substance abusers in Eliot. He had been there four months when he was told he could stay as long as he wanted but he would have to pay for his food. Mr. Gordon applied to Limerick for food assistance because that was where he lived prior to entering the rehabilitation program and he had been in the institution less than six months.

Example 2: Beverly Fogg and her two children had been in a shelter for abused families in Oakland for eight months. She felt strong enough to go out on her own, and started looking for apartments in Oakland and also Waterville, where she lived prior to entering the shelter. She found a place in Waterville and applied for GA there. Waterville told her that Oakland was responsible because she had been at the shelter longer than six months. The GA administrator called Oakland and discussed the situation. Oakland agreed that Ms. Fogg was the responsibility of Oakland.

Example 3: Joan Kaplan's mother had been in a nursing home in Skowhegan for eight months. She was in the nursing home recovering from an operation because Joan could not give her the care she needed at the family's home in Bingham. However, as soon as she recuperated, Joan's mother was going to return to Joan's home in Bingham where she had lived prior to going into the hospital. Unexpectedly, Joan's mother developed pneumonia and died at the nursing home.

Joan did not have any money for the funeral so she applied for GA in Bingham. The Bingham GA administrator noted that Joan's mother had been out of town in an institution for more than six months and therefore felt that Skowhegan should be responsible. Skowhegan felt that Bingham should be responsible because according to the doctor, Joan's mother intended to return home and she would have returned if the pneumonia had not developed unexpectedly. As a result, Bingham should have assisted Joan because that was where her mother lived prior to her death and her home, to which she intended to return, was located there. This should be distinguished from a case where people enter a nursing home but have no home to return to despite their desire to "go home."

Shelters for the Homeless

Shelters of various kinds are generally recognized as institutions (§ 4307(4)(B)). Individuals in those shelters who are applying for GA could be the responsibility—for up to six months—of the municipality where they resided immediately prior to entering the shelter if the conditions found at § 4307 are met (e.g., the municipality moves an applicant into another municipality to relieve itself of the responsibility for the GA recipient at issue). In addition, § 4313's notification of the municipality of responsibility requirement must also be met.

The municipality of responsibility is a fairly straightforward determination for *domestic violence* and *substance abuse shelters* because the people in those shelters often had a clearly established residency immediately prior to entering the shelter.

Shelters for the homeless, however, present a unique challenge to municipal administrators with regard to the determination of municipality of responsibility. A resident of a homeless shelter often has a complicated residential history, and it is difficult to determine if the last town in which the shelter client was physically present was, in fact, that client's "residence" as residency is defined in GA law.

As discussed above, there are two factors that determine whether a person is (or was) a GA "resident" of a town. First, the person must be (or must have been) **physically present** in the

municipality. Second, the person must have demonstrated some sort of **intention** to remain in that municipality.

For the purposes of determining residency in institutional circumstances, it is not enough merely to determine that the shelter client was physically present in Town X before entering the shelter. The shelter client's intention to remain in Town X must also be established. "Intention to remain" might be determined by evaluating how long the person resided in Town X; whether the person made any attempt to secure housing in Town X; whether there were reasons beyond the person's control, such as eviction or domestic violence, which caused him or her to leave Town X and ultimately end up in the homeless shelter, etc.

*It is important to note that transients are the responsibility of the municipality where they are **physically** present. Therefore, it is fair to say that **most** applicants applying for GA from a homeless shelter are the responsibility of the municipality where the shelter is located.*

Shelters for the homeless, like any institution, do not want to be perceived as a burden to their host municipality. One way to protect the host municipality is to make sure the GA requests coming out of the shelter are targeted to the responsible municipality so that the host municipality does not have to deal with GA applicants for whom there is no local responsibility.

Therefore, it is not unusual for shelter operators to assist shelter clients in filling out GA applications and sending those applications to the town the shelter operator feels is the municipality of responsibility. Administrators should carefully evaluate the issue of residency when receiving such applications, because it is possible that the shelter's interpretation of residency law conflicts with the interpretation given here. As is the case with any residency issue, DHHS is the ultimate arbiter.

Hotels, Motels & Places of Transient Lodging

In addition to what would commonly be understood as an "institution" (such as a hospital, nursing home, emergency shelter, etc.), § 4307(4)(B) defines a "hotel, motel or similar place of temporary lodging" as an "institution" when the municipality has provided assistance or otherwise arranged for a person to stay in such temporary lodging facilities. Therefore, if the municipality has provided assistance for an applicant to stay in a place of temporary lodging in another municipality, the "sending" municipality would become the "municipality of responsibility" for the first six months of the applicant's stay in those temporary facilities.

As a matter of DHHS General Assistance regulation, temporary housing is further defined as any facility that is licensed as an “eating and lodging place or lodging place as defined at 22 M.R.S.A. § 2491.” Therefore, if a municipality provides assistance for a recipient to move to a licensed rooming house in another municipality, the “sending” municipality would be responsible for that recipient’s GA needs for up to six months from the date of relocation, unless the recipient subsequently relocated to permanent housing, in which case the responsibility would drop to 30 days from the date of that second relocation. In any circumstance, a municipality that is providing out-of-town relocation assistance to any recipient would be well advised to make sure that the relocation is to permanent housing.

Example: Lilian Gould and her family applied for shelter assistance in Kenduskeag. There were no rental units immediately available in Kenduskeag, and so while Lilian was looking for an apartment, Kenduskeag met her short-term shelter needs by putting the family up in a motel in Bangor. A Kenduskeag selectperson received a call six weeks later from the Bangor General Assistance office informing him that the Gould family was seeking assistance to relocate from the motel into an apartment in Bangor. Kenduskeag carefully read § 4307, and correctly reasoned that Kenduskeag was the municipality of responsibility for the relocation because it had provided assistance for the family to live in an out-of-town motel. Kenduskeag also would remain responsible for 30 days after the relocation to the new apartment at which time Bangor would become responsible.

Initial vs. Repeat Applications

Before going into detail about the eligibility determination process, it will be helpful to review the differences between “initial” and “repeat” applicants insofar as the determination of a person’s eligibility is concerned.

Initial Application/Repeat Application

The underlying purpose of drawing a distinction between an initial applicant and a repeat applicant is to provide a person applying for GA the opportunity to learn about the rules of the program before those rules are applied. For example, most adult GA recipients who are unemployed and are physically and mentally capable of being employed are required to diligently look for work as long as they are receiving GA. If a repeat GA applicant is unwilling to make a good faith search for employment, that applicant can be disqualified from the program for 120 days. A person who never applied for GA before, however, would presumably not be aware of this rule and it would be unfair to apply a 120-day ineligibility status to an initial applicant for the reason that he or she had not been diligently seeking employment prior to seeking help from the town.

As another example, § 4315-A places a responsibility on all GA recipients to use their income on basic necessities, and establishes a procedure whereby income received into the recipient's household over the 30-day period prior to an application for assistance *and not spent on basic necessities* is still counted as income available to the household. This procedure, however, only applies to repeat applicants. The law presumes that the initial applicant was not aware of such a requirement.

Having some foreknowledge of the rules of the program is the premise underlying the concept of "initial applicant." While retaining that underlying premise, the law was changed with regard to the definition of "*initial applicant*." Since July 1, 1993, an "initial applicant" is very simply a person who has *never before* applied for GA in any municipality in Maine. *Any person who has applied for GA before*, even though it might have been two, three, four or more years ago, *is a "repeat applicant."*

Prior to this change in the law, an initial applicant was any person who had not applied for GA within the last 12 months. Because of this change, a significantly greater number of applicants will be "repeat" rather than "initial" applicants because they have a history of applying for GA. The result of this change in definition will be a larger pool of "repeat applicants" applying for assistance, and GA administrators can expect these repeat applicants to possess a general understanding of GA program requirements.

The primary effect of this law is that it requires all repeat applicants to report their use of income over the last 30 days, and in response to the information provided by the applicant, administrators are authorized to consider any "misspent" income as "available" income. For a more in-depth discussion of this procedure, please refer to the section of this chapter entitled "*The Availability of Misspent Income*." Furthermore, municipalities are authorized under this definition of "initial applicant" to withhold the issuance of emergency General Assistance to "repeat" applicants when those applicants could have averted the emergency with the appropriate use of their own income and resources. For a more in-depth discussion of limiting emergency assistance, please refer to the section of this manual dealing with emergency GA, particularly the section entitled *Misuse of Income* in this chapter.

In summary, *under current GA law, **initial** applicants are all people who have **never** before applied for General Assistance in any municipality in Maine. **Repeat** applicants are people who have, **at some time** in the past, applied for General Assistance to any town or city in Maine.*

Having laid out the current status of the law, it should be noted that there are a couple of irrational results stemming from an overly literal application of this change that should be avoided.

As has been mentioned, the primary effect of this change is to *hold all repeat applicants accountable for their spending decisions over the last 30 days*. Another common expectation of all repeat applicants is that they have adequately performed any work search obligations that were placed on them at the time of their last application. Typically, *any unemployed but otherwise employable recipient is required to make a **good faith effort** to look for a job a certain number of times per week between applications for GA*.

Because a “repeat” applicant is now defined as a person who has applied for GA at some time in the past, it is now the case that a person applying for assistance after being off the program for a number of years is a repeat applicant. As a repeat applicant, that person could be held responsible in a technical sense for documenting a work search effort spanning the several years since his or her last application. While it would clearly be appropriate to inquire about such an applicant’s actual work history during an extended period of time, and while it would also be entirely appropriate to inquire about such an applicant’s work search efforts over the last month, it would be neither reasonable nor appropriate to disqualify such an individual for failing to produce a documented work search effort spanning an extended period of time during which the individual was neither applying for nor receiving GA. This is an area of GA administrative practice that requires the application of good common sense and reasonableness.

Another irrational result that could occur from too zealously applying the concept of “initial applicant” concerns the definition of “applicant.” In MMA’s model General Assistance Ordinance, the definition of “applicant” clarifies that *a person is an applicant for General Assistance when the individual applies for GA or when an application is submitted to the administrator on an individual’s behalf*. A typical example of such a circumstance would be the husband or boyfriend who never comes into the office when his wife or girlfriend applies for assistance. Because the definition of an “initial” or “repeat” applicant has been amended by law, it is important to formally recognize that *people are still “applicants” even though they get other people to apply for GA on their behalf*.

Given that definition of an “applicant,” the MMA model ordinance goes on to clarify that a person will not be considered to be a repeat applicant if the last time that person applied for General Assistance was as a dependent minor in a household. This model ordinance language is designed to flush out the statutory standards in accordance with some semblance

of reasonableness. Adults who make an effort to avoid the face-to-face application process but still obtain and enjoy the GA benefits should be subject to the rules that govern all GA recipients. On the other hand, dependent children in a household could very well be unaware of the fact that the household is receiving GA, not to mention the various rules and responsibilities to which the adults in the household are subject. MMA's model GA ordinance, therefore, considers an *individual an initial applicant if he or she has never applied for GA before or if the only time he or she applied for GA was as a dependent child within an adult-supervised household.*

Eligibility–Need

If knowing who may apply for assistance is the easiest part of administering GA, knowing who is *eligible* is the most difficult. In order to determine an applicant's eligibility the administrator must have a thorough knowledge of the state law, DHHS policy and local ordinance. There are many variables that must be considered when determining a person's eligibility. *The first eligibility test is need.*

Need

The purpose of GA is to help people who are in need. "Need" is defined in the law as "the condition whereby a person's income, money, property, credit, assets or other resources available to provide basic necessities for the individual and the individual's family are *less than the maximum levels of assistance established by the municipality.*"

An applicant's "need," therefore, is a function of the maximum levels of assistance established in the municipal ordinance, and there are *two types* of maximum levels of assistance by which this analysis of need is calculated:

- an overall maximum level of assistance which is determined by law, and
- maximum levels of assistance for the specific basic necessities, which are determined by local ordinance.

Therefore, there are two tests of eligibility that must be calculated before a household's exact eligibility is known with certainty.

As a general matter of GA practice and for the purposes of this manual, these two tests of eligibility are respectively known as the "**deficit**" test and the "**unmet need**" test. *The deficit test is the difference between the applicant's household income and the appropriate overall maximum level of assistance. The unmet need test is the difference between the applicant's household income and the household's 30-day need, as guided by the ordinance maximum*

levels for the specific basic needs. Both of these tests rely on a determination of the applicant's household income.

A comprehensive discussion concerning the determination of income, types of income and other income issues can be found below in this chapter. For now, and for the purposes of determining an applicant's eligibility, it will be assumed that the precise household income has been calculated.

The Deficit Test

In an effort to control the overall cost of the GA program to the state and municipalities, the Legislature in 1991 enacted a provision of GA law § 4305(3-B) that created an "aggregate" or overall maximum level of assistance for every applicant/household; that is, the maximum amount of GA available to a household for a 30-day period if the household has zero income.

The law sets that overall maximum at the greater of: (a) 110% of Fair Market Rent (FMR) levels established by the federal Department of Housing and Urban Development (HUD); or (b) the prior year's calculated overall maximum as increased by the percentage change in the federal poverty levels over the past year. **Note**, however, that the Legislature changed the formula for calculating the overall maximum for the period July 1, 2012 to June 30, 2013 (see § 4305(3-C) and again changed this formula for fiscal years 2013-2014 *and* 2014-2015 (see § 4305(3-D)). Please refer to state statute to ensure you are using the most recent formula established for calculating the overall maximum level of assistance.

The **FMRs** are calculated by HUD based on accumulated market data concerning the average rent-plus-energy costs for housing in the state's 16 counties.

Although the overall maximums established by this law are based on federal fair market rent surveys, the GA administrator should not confuse these overall maximum levels of assistance with the maximum levels of assistance in the ordinance for housing. *The overall maximum level of assistance is a hard number that applies to the total GA grant for a 30-day period.*

As a result of the current law that establishes two tests of eligibility for GA, MMA has suggested two distinct names for the purposes of distinguishing these two tests of eligibility: the "deficit" test, and the "unmet need" test. The first screen or test of GA eligibility is accomplished by determining the applicant's deficit. *The deficit is a strictly **mathematical***

subtraction of the applicant's income from the applicable overall maximum for that household size for the appropriate county as designated in the municipal ordinance.

It should be noted that an applicant is not automatically eligible for his or her deficit. It is possible (although not typical) for an applicant to have a deficit of a certain amount but have no real need for that amount of assistance when the applicant's actual expenses are taken into account. For this reason, the deficit test should always be supplemented with the unmet need test, as described below. *The way GA law works, an applicant is eligible over the course of a 30-day period for the household deficit or the unmet need, whichever is less.*

The only circumstance by which an applicant can be found eligible for more than his or her deficit is when the administrator makes a finding that the applicant is facing an **“emergency situation.”** The determination of eligibility for emergency GA and issues surrounding emergency assistance are discussed below in this chapter. It should be noted here that the analysis of eligibility for emergency GA will necessarily involve more than a determination of the applicant's deficit. *The emergency analysis will require an analysis of the applicant's unmet need.*

The point to remember is that the overall maximum level of assistance upon which the deficit is based is a somewhat arbitrary number that may or may not reflect the amount of money a household needs to get by for 30 days. *The unmet need, on the other hand, more accurately reflects the household's actual requirements.*

The Unmet Need Test

The determination of need, whether it is an initial or subsequent application, is achieved by reviewing the *household budget*.

The household budget is simply an analysis of the household's **prospective 30-day financial need for basic necessities**. It is important to remember that the analysis of need is prospective; that is, the “needs analysis” looks forward over the next 30 days and does not, generally, include expenses or debts which have already been incurred.

The GA program is designed to pay **current bills** for **basic necessities**. Debts incurred by the applicant **prior to applying for GA** or debts incurred by the applicant for **non-essentials are not considered in the 30-day budget**. While it is possible the applicant is eligible for emergency GA to alleviate a legitimate emergency situation which results as a consequence of past debts, the need for an emergency GA grant would be an independent

analysis, calculated separately from the 30-day budget analysis (see the section entitled “Emergencies,” below in this chapter).

MMA’s GA application form takes the administrator and the applicant through the budget process under the application section entitled “Expenses.” Under that section, for each of the various identified basic necessities, there are two columns in which to report information. Under the column heading “Actual Cost for Next 30 Days,” the applicant should enter the actual 30-day cost for the household’s basic necessities, such as food, rent, utilities, fuel, etc.

It is the responsibility of the applicant to supply documentation sufficient to verify the household’s actual expenses. Under the column heading “Allowed Amount,” the administrator should enter either the actual amount as indicated by the applicant or the maximum amount for that basic necessity as fixed in the municipal ordinance, whichever is less.

There is one glaring exception to the general rule that the administrator enter as an “allowed amount” either the actual 30-day cost or the ordinance maximum, whichever is less. The exception applies to the food category.

Federal law, at 7 U.S.C. § 2017(b), reads as follows:

“The value of benefits that may be provided (under the Food Stamp program) shall not be considered income or resources for any purpose under any Federal, State or local laws, including, but not limited to, laws relating to taxation, welfare, and public assistance programs, and no participating State or political subdivision thereof shall decrease any assistance otherwise provided an individual or individuals because of the receipt of benefits under the chapter.”

Because of this federal law, the GA administrator **cannot consider the value of an applicant’s food supplement benefit** when considering how much food assistance should be budgeted for the applicant. State regulation now parallels the federal law by requiring the administrator to budget the full food maximum that is a part of the municipal GA ordinance (DHHS General Assistance Policy Manual, Section IV, “Food”).

The theory behind the federal law is that the food supplement benefit was intended to supplement and not replace all other existing food programs, and the federal Congress wanted to avoid the food supplement benefit from becoming the overall food assistance

maximum. In any event, to stay on the right side of the federal law and the state regulation, the administrator must budget the maximum food allowance for all applicants.

Another important exception to the general rule that the applicant is allowed only the lesser amount between the actual 30-day cost of the basic necessity and the ordinance maximum applies to applicants receiving federal fuel assistance benefits (HEAP/ECIP). 42 U.S.C. § 8624(f) provides that HEAP benefits *cannot be considered as “income or resources,”* but case law has interpreted the restriction to mean that eligibility for local assistance must be determined as though the recipient paid for the HEAP supplied energy.

Accordingly, under the MMA model ordinance, the administrator should enter into the “allowed amount” column the actual heating fuel costs up to the ordinance maximum for applicants who just received or are about to receive a HEAP benefit. The administrator can then reserve the issuance of that amount of assistance until the recipient can demonstrate an actual need for heating energy assistance.

It is important to note that in addition to the basic application, there is room in the budget analysis for the administrator to include other expenses to be incurred by the household which the administrator determines to be essential. *For example, some medical expenses, essential prescription drugs, non-prescription drugs, essential clothing and portions of a telephone cost (if a telephone is medically necessary) are basic necessities* that may be incurred by the household.

It might also be the case that a household is facing a special expense for goods or services which are not specifically identified as “basic necessities” in GA law. The GA program is flexible enough to allow the administrator to consider such an expense a basic necessity, and budget that expense into the household’s 30-day budget.

The result of the budget process is a “bottom line” calculation of the household “need” over the next 30-day period. By subtracting from that “need” the household’s income, the administrator reaches the determination of the household’s *unmet need*. The unmet need, if it is less than the applicant’s deficit, is the amount of “regular” or “non-emergency” GA that can be made available to the household over the 30-day period, in accordance with the household’s request for assistance.

Example: The following is an example of a budget work up for the hypothetical applicant, Patricia Flannagan. Pat was divorced recently and lives in Sorrento with her two children, ages three and five. The only household income is the monthly TANF check of \$526. The

date of the application is August 15. Pat is able to present adequate documentation to verify all her claims, and she is not presently in an emergency situation of any kind. Pat is a first time applicant so the administrator did not require proof of how Pat spent her last month's income. The overall maximum level of assistance for a household of three in Hancock County is \$913, and so after subtracting Pat's income of \$493 the administrator determined Pat's deficit to be \$387.

Pat was instructed to fill out the first column of the application, "Actual Cost for Next 30 Days." She was asked to put a figure beside each category which represents her actual cost of the particular basic necessity over the next 30 days. After Pat was finished with this section of the application, the administrator went over it with her, explaining the reason for the figures he was entering in the column "Allowed Amount."

Miscellaneous "Household Composition" Issues

Determining household composition (who is a member of the household for purposes of GA) is an essential step in calculating eligibility. Although it is one of the easier steps involved in the GA eligibility calculation process, complications sometimes arise—especially in an age where the "traditional" family composition is continuously changing.

- **Incarceration.** Although it may seem obvious, it is worth mentioning that incarcerated individuals should not be counted as members of a household for purposes of GA. *While in prison they receive all the basic necessities*—thus incarcerated family members have no "needs" relative to GA.

Furthermore, while incarcerated, they are not "shar[ing] a dwelling" with family which is key to the definition of "household" (§ 4301 (6)) and thus they are not members of the "household" for the duration of their incarceration.

- **Child Custody.** Another issue concerns the provision of GA to divorced (or separated) parents sharing legal custody of a child. In order to determine within which household the child belongs (for GA household composition purposes), *residency is a key factor.*

First, should a GA administrator receive information that a child may be living in more than one home, due for example to a divorce, the administrator should inquire as to where the child is registered to attend school. Although this may not in every situation reveal the actual residency of a child, it should generally provide the administrator with pertinent information.

Second, court documents such as “child custody orders” and “custody agreements” should also provide information as to who has custody of a child and for how many days a week, etc. If a parent has been given “sole” custody, and the child actually spends most or all of his/her time with that parent, that custodial parent would be entitled to receive the entire amount of GA designated for that child.

Note: In such a case, there exists a corresponding presumption that the other parent should be (or is) contributing child support for the child. If child support is not being received, the GA applicant as a condition of future eligibility should be made to contact DHHS’s unit of Child Support Enforcement. Because child support is considered a resource, parents are obligated to pursue its receipt as a condition of GA eligibility.

Example. Johnny’s parents are divorced. He spends half of the week with mom and half of the week with dad. Both parents reside in Wayne and he is registered for school in Wayne. Mom applies for GA and reveals that he lives with his father half of the week. The GA administrator should provide mom with only half of whatever amount she would otherwise be entitled to if Johnny were with her full time (i.e., the prorated amount).

Furthermore, since Johnny is under 25 years of age he remains the legal responsibility of both parents for support, which means the municipality could attempt to collect whatever funds are expended for Johnny from his father. The administrator should ask the mother whether she is receiving the child support Johnny’s father has been ordered to pay. If she is not, she should be required to contact the Department of Health and Human Services Support Enforcement Unit in order to seek enforcement of the father’s child support obligation.

Example. Sue’s parents are separated. She spends most of the time at her father’s home in Augusta and also attends school in Augusta. Sue’s mother lives in Old Orchard Beach. Sue’s mother applies for GA in Old Orchard Beach. Sue will be visiting her for a weekend sometime this month. Sue’s mother requests rental assistance because she lives in a one-bedroom apartment and wants to move into a two-bedroom apartment so she can accommodate her daughter with a bedroom of her own whenever she comes to visit. The GA administrator is told about the situation and performs the eligibility review based on a household of one—leaving Sue out of the household composition.

Needless to say, child custody issues relative to GA eligibility must be handled on a case by case basis. Chances are they will never be as clear cut as the previous examples. However much living arrangements may seem “untraditional” to administrators, information will

have to be objectively analyzed and DHHS or MMA should be called when dealing with situations which are unclear.

Income

If one half of the “need” analysis concerns the applicant’s overall eligibility as *though the household had access to zero income*, the other half concerns the household income calculation. Since need is determined by considering the applicant’s income, it is important to understand what is meant by *income*. The state law defines income as “any form of income in cash or in kind received by the household.” 22 M.R.S.A. § 4301(7). This definition refers to the net amount of earned income as well as retirement benefits, TANF, disability insurance, workers compensation benefits, social security income, alimony, support payments, or other forms of discretionary cash or in-kind contributions that may come into the household from friends, relatives or any other source.

Excluded Income

There are some forms of income that Congress has expressly prohibited from being considered as income. These include the food supplement benefit and fuel assistance benefits (HEAP). Also excluded by federal law is income earned under the Americorp program and VISTA job-training program. In addition, state law excludes from income property tax rebates issued under the Maine Residents Property Tax Program (so-called “Circuit Breaker” program). 36 M.R.S.A. § 6216. Effective August 1, 2013, however, the Circuit Breaker program was repealed and replaced with the “Property Tax Fairness Credit” program. Benefits obtained under the new program are counted as income unless used to provide for basic necessities. 22 M.R.S.A. § 4301(7).

Also excluded are funds from “Family Development Accounts” (known as FDAs). FDAs are accounts which can hold savings of up to \$10,000, and the family can still remain eligible for GA (in addition to other benefit programs e.g., the food supplement benefit) provided the funds in FDAs are used only for specific designated purposes such as: purchasing a car or home, or paying for education, health care, or other things approved by the Department of Health and Human Services. 10 M.R.S.A. § 1078. The earned income of any children *under 18 years old who are full-time students* and are working part-time also **cannot** be included as part of the household income. Finally, a person’s tools, such as a tractor or skidder used to earn a living, cannot be considered assets. 22 M.R.S.A. § 4301(7).

GA law also excludes work-related expenses such as withholding taxes, union dues, retirement funds, contributions, and reasonable work-related travel expenses and childcare costs from income. As a result, these items are subtracted from a household’s total income

MEMORANDUM
City Council Agenda Item

FROM:

DATE: November 4, 2019

SUBJECT: **Resolve 8-19/20 Supporting the Youth Strikes for Emergency Climate Crisis Action in Maine - Sponsored by the Sustainability and Transportation Committee, Councilor Spencer Thibodeau, Chair**

SPONSOR: Spencer Thibodeau, Chair of the Sustainability and Transportation Committee. (The committee voted 3-0 in favor of the resolution during their meeting on October 16, 2019.)

(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 11/18/2019

Final Action 11/18/2019

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

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

I. SUMMARY

The resolution declares a climate emergency and seeks to accelerate climate action in the City and worldwide to achieve carbon neutrality by 2030.

II. AGENDA DESCRIPTION

The Sustainability and Transportation Committee met on October 16, 2019, and voted 3-0 to forward this item to the City Council with a recommendation for passage.

This Resolution declares a climate emergency and commits the City to seek opportunities to achieve carbon neutrality by 2030.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

On September 20, 2019 youth activists around the globe participated in a strike to underscore the urgent need for climate action and to demand that governments at all levels take immediate action to work harder to ensure that future generations inherit a planet they can live on. Here in Maine, Climate Strikers have asked the Portland and South Portland City Councils to declare a climate emergency. Their resolution asks both cities to accelerate the pace of local climate action and to advocate for policies at the State and Federal level to end carbon emissions by 2030. The South Portland City Council took up the proposed resolution on October 8, 2019, and declared a climate emergency. Our City Manager, Jon Jennings, asked the Sustainability and Transportation Committee to take up the Climate Emergency resolution on October 16. Staff offered a presentation describing the climate goals already adopted by the City Council -- an 80% reduction in greenhouse gas emissions by 2050 and a commitment to operate the City on 100% clean energy by 2040. Staff also presented data gathered as part of the One Climate Future climate action planning process showing a pathway to achieving these goal. This information shows that many of actions required to achieve the stated goal fall outside the City's direct influence and require action by private individuals or companies, State

government, or the Federal government. The City will seek to influence these entities to take the necessary actions but cannot require them to do so. Given this, staff made the point that the City government commit to achieving city wide carbon neutrality by 2030. We can explore accelerated climate action and explore ways to front load greenhouse gas reductions within the 2030 time frame.

Staff shares the concerns expressed by the youth climate strikers that global action on climate change has been far too slow and that the impacts will profoundly affect Portland residents. This concern rises from the conclusions of recently issued reports such as the National Climate Assessment, the IPCC Special Report on 1.5 degrees C, and the recent report on the Cryosphere that documented accelerating decline of Arctic and Antarctic ice.

The attached memo to the Sustainability and Transportation Committee provide further detail on these topics.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The resolution seeks to highlight the urgency of climate action at the local, national, and international scale by declaring that climate change is an emergency and requires swift action to avert catastrophic impacts around the world. It emphasizes the City of Portland's commitment to climate action and seeks to identify ways to accelerate greenhouse gas emissions in the 2030 time frame.

V. FINANCIAL IMPACT

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis and Background that will not appear in the Agenda Description.

VII. RECOMMENDATION

The latest scientific reports indicate that near term reductions in CO2 emissions are necessary to avert catastrophic impacts of global climate change. Without quick action, Portland will face devastating sea level rise, extreme heat, and other impacts before 2100. Given this, staff supports the declaration of a climate emergency and efforts to identify ways to accelerate emissions reductions in the short term. As noted above, however, achieving community wide carbon neutrality by 2030 will depend on action by entities other than City government.

VIII. LIST ATTACHMENTS

1. Climate Emergency Resolution 11.18.2019
2. Climate Emergency Resolution as amended by Sustainability and Transportation Committee
3. Sustainability and Transportation Climate Emergency memo
4. Youth Cover Letter and Resolution (1)
5. Youth Amendments to Staff Recommended Resolution
6. correspondence from climate strikers (1)
7. climate emergency post cards (1)

Prepared by:

Date: 11/4/2019

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

KIMBERLY COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**RESOLUTION SUPPORTING THE YOUTH STRIKES FOR
EMERGENCY CLIMATE CRISIS ACTION IN MAINE**

WHEREAS, on April 22, 2016, world leaders from 175 countries recognized the threat of climate change and the urgent need to combat it by signing the Paris Agreement, agreeing to keep warming “well below 2°C above pre-industrial levels” and to “pursue efforts to limit the temperature increase to 1.5°C,” which is in itself not safe for humanity; and

WHEREAS, in 2018, the 4th Annual National Climate Assessment was released and illustrates the massive threat that climate change poses to the American economy, our environment and climate stability, and underscores the need for immediate action to address a climate emergency at all levels of government; and

WHEREAS, on October 8, 2018, the United Nations released a special report which projected that limiting warming to the unsafe 1.5°C target this century will require an unprecedented transformation of every sector of the global economy over the next 12 years; and

WHEREAS, the increased and intensifying wildfires, floods, rising seas, diseases, droughts and extreme weather brought on by climate change demonstrate that the earth is too hot to be a safe environment; and

WHEREAS, current trends and projections show that Cumberland County can expect more frequent extreme precipitation events categorized as coastal floods, flash floods, heavy rain and tropical storms – and increased months of drought alike; and

WHEREAS, waters in Casco Bay and the Gulf of Maine are warming at a rate faster than 99% of the world’s ocean, which is projected to shift marine species, contribute to ocean acidification, and disrupt traditional fisheries; and

WHEREAS, the past five years are collectively the warmest in modern history and according to the National Weather Service, July 2019 was the hottest month on record in the Portland area, with temperatures 3.6 degrees above the average for the month; and

WHEREAS, these climate changes have cascading effects on the City’s economy, infrastructure, public health and safety, and other critical systems; and

WHEREAS, humanity can no longer safely emit greenhouse gasses and must demand an emergency mobilization effort to rapidly reach zero emissions across all sectors; and

WHEREAS, building a climate-resilient and adaptive society will have positive impacts on the health and well-being of residents and businesses, and will offer protections from the adverse potential consequences of climate change to Portland's ecosystems and economies; and

WHEREAS, just climate action means that efforts must simultaneously address the specific experiences, vulnerabilities and needs of marginalized communities, and that these members of our community must be included and supported in actively engaging in climate action planning, policy, and actions; and

WHEREAS, in recent years, the City has already demonstrated leadership in climate action by leading the State to restrict the use of single use packaging, adopting the Pesticide Ordinance, developing municipal solar arrays, conducting energy upgrades in municipal buildings, deploying electric vehicles and charging infrastructure, implementing an Energy Benchmarking Ordinance, and undertaking neighborhood scale resiliency planning with Bayside Adapts; and

WHEREAS, on April 9, 2018, the Portland City Council adopted the goal of reducing citywide greenhouse emissions 80% by 2050 and on May 11, 2017, adopted the goal of using 100% clean energy in municipal operations by 2040; and

WHEREAS, the City of Portland is partnering with the City of South Portland to develop a regional plan to reduce greenhouse gas emissions and improve the resiliency of our communities that will provide strategies to transition each community from fossil fuels to clean renewable energy, recommend a path to a zero-waste economy, prepare each City for anticipated impacts of climate change, identify policy opportunities at the state, regional and federal level to accelerate the transition to clean energy, and ensure that all strategies incorporate the needs of all members of the community in order to achieve equitable outcomes;

WHEREAS, the City Council firmly believes that Portland and the surrounding communities have the insight, drive, capacity, and resources to work for environmental justice and make transformative change, fully understanding that when we work together across social and city borders, we can build stronger networks to combat climate change in our region; and

WHEREAS, the City of Portland is joined by a coalition of city, state, and national governments, and community and private sector leaders across the world who have recently declared or officially acknowledged the existence of a global climate emergency, and recognize the importance of actions to protect and enhance the well-being of current and future generations;

NOW, THEREFORE, BE IT RESOLVED that the City of Portland hereby declares that a climate emergency threatens our city, our region, our state, our nation, humanity, and the natural world and reaffirms its commitment to local climate action; and

BE IT FURTHER RESOLVED, that the Portland City Council continues to support immediate actions to safeguard against the current, inevitable, and potential consequences of the climate crisis; and will set specific policy goals, provide emergency funding to address these goals, and mobilize our community to implement these goals once the *One Climate Future* plan is completed in 2020; and

BE IT FURTHER RESOLVED, that the City Council directs staff to continue its development of the *One Climate Future* plan, and provide options for aggressive interim targets to accelerate the reduction pathway by 2030; and

BE IT FURTHER RESOLVED, that the City of Portland re-commits to ensuring that the City's actions remain in alignment with the most current scientific findings regarding climate change; and

BE IT FURTHER RESOLVED, that the members of the Portland City Council commit to keeping the concerns of vulnerable communities central to the *One Climate Future* planning process, and invites and encourages those communities to actively participate in order to advocate directly for their needs; and

BE IT FURTHER RESOLVED, that the City Manager is directed to incorporate climate resilience policies identified in the *One Climate Future* plan in all updates of the Portland Comprehensive Plan and other City plans to ensure climate change and resiliency efforts are strong, effective, and aligned; and

BE IT FURTHER RESOLVED, that the City Manager is directed to promote inter-departmental coordination to ensure that emergency management plans offer an aligned approach to the threats of the climate crisis and natural hazards, including but not limited to sea level rise and flooding; and

BE IT FURTHER RESOLVED, that the members of the Portland City Council commit to educating our residents about the financial and regulatory actions needed to eliminate greenhouse gas emissions as quickly as possible – with a priority focus on putting in place policies, programs and actions within the 2030 timeframe; and

BE IT FURTHER RESOLVED, that the Portland City Council commits to educating our residents about the climate emergency and advocating for a just and accelerated transition away from fossil fuels at the local, regional, state, and national level through the climate planning process; and

BE IT FURTHER RESOLVED, that the members of the Portland City Council demand that our federal government, and all governments and peoples around the world initiate an immediate social and economic mobilization to reverse global warming and ecological destruction by:

- Immediately halting the development of all new fossil fuel infrastructure;
- Rapidly phasing out the use of fossil fuels and the technologies which rely upon them; and
- Ending greenhouse gas emissions by 2030; and

BE IT FURTHER RESOLVED, that the members of the Portland City Council ask the City Manager to send a copy of this resolution to Portland's state and federal legislative delegations, to the Governor of Maine, and to the President of the United States.

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
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- Immediately halting the development of all new fossil fuel infrastructure;
 - Rapidly phasing out the use of fossil fuels and the technologies which rely upon them; and
 - ~~Dramatically reducing~~Ending greenhouse gas emissions ~~within the next 10 years~~ by 2030;
- and

BE IT FURTHER RESOLVED, that the members of the Portland City Council ask the City Manager to send a copy of this resolution to Portland's state and federal legislative delegations, to the Governor of Maine, and to the President of the United States.



CITY OF PORTLAND
Sustainability Office
Troy Moon
Sustainability Coordinator

To: Councilor Thibodeau and members of the Sustainability and Transportation Committee
From: Troy Moon, Sustainability Coordinator
Re: Climate Strike / Climate Emergency Declaration
Date: October 11, 2019

On September 20, 2019 youth activists around the globe participated in a strike to underscore the urgent need for climate action and to demand that governments at all levels take immediate action to work harder to ensure that future generations inherit a planet they can live on. Here in Maine, Climate Strikers have asked the City Council in both Portland and South Portland to declare a climate emergency. Their resolution asks both cities to accelerate the pace of local climate action and to advocate for policies at the State and Federal level to end carbon emissions by 2030. The South Portland City Council took up the proposed resolution on October 8, 2019, and declared a climate emergency. Our City Manager, Jon Jennings, has asked the Sustainability and Transportation Committee to take up the Climate Emergency resolution on October 16.

Current Climate Goals

The City of Portland, the City of South Portland, and the State of Maine have recently established goals for climate action:

City Goals and Timeline: Reduce citywide greenhouse gas emissions 80% by 2050 and transition to 100% clean renewable energy for municipal operations by 2040.

State Goals: Derive 80% of Maine's electricity from renewable resources by 2030; and 100% by 2050. Reduce gross annual greenhouse gas emissions to at least 45% below 1990 levels by 2030; and at least 80% by 2050.

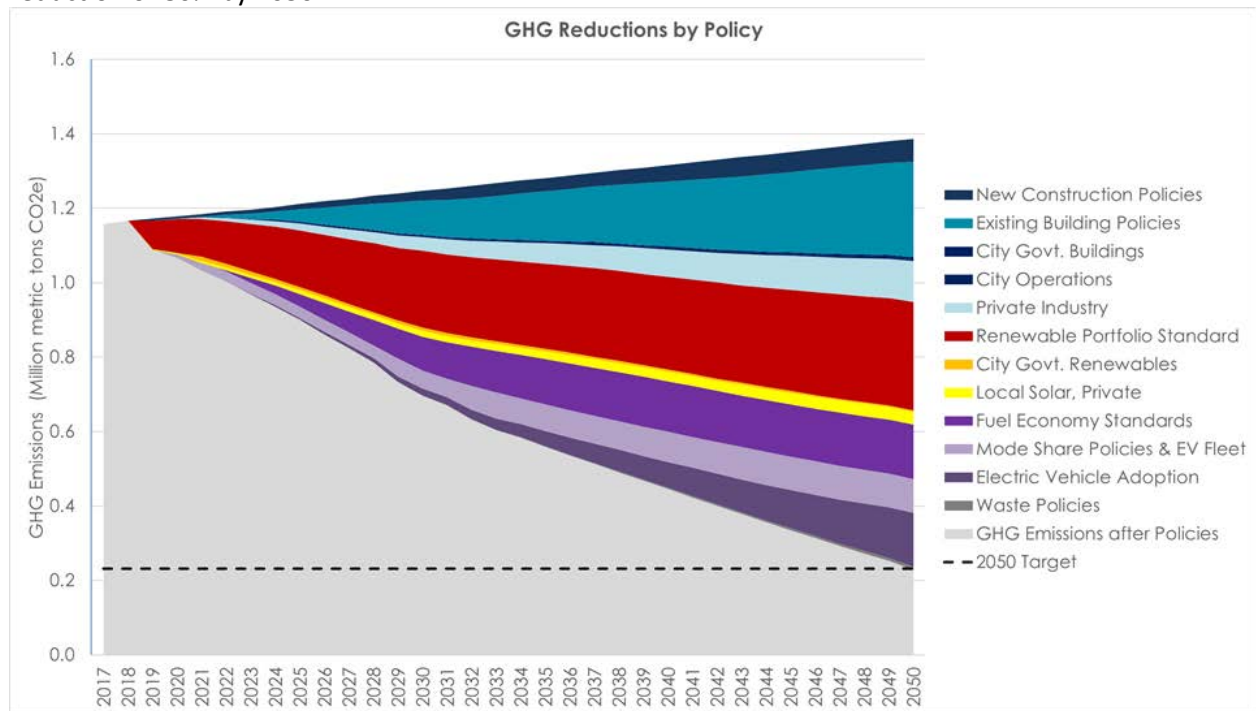
These goals are in line with the City's commitment to the Mayors National Climate Agenda, whereby both Cities pledged to take actions to reduce greenhouse gas emissions in a manner consistent with the goals outlined in the Paris Agreement. The goals adopted at the City level are in line with state goals and are ambitious. They have already led to initiatives such as the conversion of the City's streetlights to energy efficient LED technology and the development of solar arrays on the Ocean Avenue Landfill, the Jetport Parking Canopy, and at the Riverside Golf Course. The goals also led to the creation of One Climate Future (OCF) -- the joint climate action and adaptation planning process with the City of South Portland designed to chart a course to achieve the climate goals established by the City Councils. This collaborative approach serves as a model for other communities by modelling a cross jurisdictional approach to climate action planning.

Pathway to Achieve Our Climate Goals

Over the past 10 months, the Cities have made significant progress on the development of OCF. The work began with a vulnerability assessment using recent downscaled climate models to identify local infrastructural, environmental, and socioeconomic vulnerabilities. The Cities also conducted community-wide greenhouse gas inventories to better understand the amount of CO₂ emitted by each sector of the community. The OCF consulting team and City staff are using this data to model future emissions based on an initial set of carbon mitigation strategies. While this work is currently in draft form, staff can report that the assumptions used in the model include but are not limited to:

- Adoption of a Net Zero Energy Stretch Code
- Energy efficiency retrofit rates for existing buildings in line with best programs and plans (1-2% per year, depending on building type)
- Near-complete replacement of fuel oil in residential buildings, with most converting to ASHP or other electric technologies
- 100% Renewable Portfolio Standard for electricity by 2050
- Municipal procurement of 100% renewable electricity by 2030
- Transition to all new car purchases being electric by 2050.
- Mode shift to only 50% of trips using cars (down from 82%)
- 80% waste diversion rate

Based on this, the OCF team has identified a pathway to achieve a community-wide GHG emission reduction of 80% by 2050.



As noted in the graph above, achieving an 80% reduction in carbon emissions relies on adoption of policies at the local, State, and Federal level that encourage or require residents, property owners, businesses, and industries to make their buildings highly efficient and move away from modes of transportation that require the use of fossil fuels. City level actions and policies will play important roles in achieving our goal but many actions fall outside municipal government's sphere of control. We will need to convince our partners in both the government and private sectors to take action as well. As we move forward with mitigation and adaptation strategies we should look

for opportunities to adopt clean energy systems and dramatically reduce municipal emissions in the short term.

Working together, Portland and South Portland have been successful in advocating for important new policies at the state level. Last session the Legislature and Governor Mills adopted sweeping reform of energy policy that will make large scale adoption of solar power affordable to municipalities. The State also adopted a 100% Renewable Portfolio Standard that will require Maine's electricity to be generated using 100% renewable power by 2050. These important changes will be linchpins for strategies recommended by OCF. We will also need federal-level change to achieve our goals. Additionally Portland and South Portland will need to continue working with the Federal delegation to push for similar national policies.

The (New) Climate Imperative

Predictions about the pace and expected impact of climate change grow more dire with the release of each new scientific report. The IPCC Special Report on 1.5C Global Warming, the 4th National Climate Assessment, and now IPCC Special Report on the Oceans and the Cryosphere all show that the pace of climate change is happening faster than previous studies anticipated and the impacts of climate change will challenge our ability to adapt to them. Globally, CO2 emissions continue unabated despite a clear understanding that carbon emissions from the combustion of fossil fuels are the cause of climate change. Without a rapid global transition away from carbon based fuels to carbon free and renewable energy, it will soon be impossible to cap global temperature rise at 2.0 degrees C which will lead to severe consequences for people in all parts of the world.

Climate hazard analysis conducted on behalf of the City of Portland demonstrates the anticipated local impacts of unabated carbon emissions on sea levels -- an important consideration for a coastal community. The table below, prepared as part of the Bayside Adapts study in 2017, recommends that the City commit to manage nearly 1.5 feet of sea level rise by 2050 and prepare to manage nearly 3.5 feet of sea level rise by 2100. The study further recommends that the City commit to manage nearly 4 feet of sea level rise by 2100 but be prepared to manage over 9 feet.

Year 2050		Year 2100	
	Rise in Sea Level		Rise in Sea Level
Commit to Manage	1.5 ft.	Commit to Manage	3.8 ft.
Prepare to Manage	3.4 ft.	Prepare to Manage	8.8 ft.
		Be Aware of	10.8 ft

**Source: The 'Rise in Sea Level' values are the Relative Sea Level rise values for the Intermediate, High, and Extreme scenarios for Portland, ME reported by a NOAA publication titled "Global and Regional Sea Level Rise Scenarios for the United States" (Sweet et al, 2017).*

This level of sea level rise will profoundly change the geography of Portland, particularly on the Peninsula. The map below shows the areas of the City of Portland that would face inundation by 2100 under these scenarios (which correspond to the IPCC models RCP 4.5 and RCP 8.5). The green area of the map above demonstrates 4 feet of sea level rise on the Portland Peninsula while the area in blue demonstrates 9 feet of sea level rise. The red shading demonstrates areas that would be inundated under an extreme scenario where the melting of glaciers in Greenland and Antarctica accelerates rapidly leading to 11 feet of sea level rise.

DAILY HIGH TIDE LEVELS IN 2100



Limiting sea level rise to 2' - 4' by 2100 requires a concerted global effort to achieve the emissions reductions imagined in the Paris Climate Accords. It requires close to zero carbon emissions by 2050 and using carbon capture and sequestration technology to remove CO₂ from the atmosphere after that. Our current "business as usual" level approach imagines that global carbon emissions stabilize by 2100 but that emissions continue at high levels until mid century. This is a pathway that could lead to nearly 9 feet of sea level rise and a 5 degree C increase in the global average temperature.

Sea level rise is only one aspect of climate change that will impact Portland and South Portland. Others include:

- Continued warming of the Gulf of Maine and Casco Bay that will disrupt the marine environment and fisheries
- Increasingly hot weather with up to 14 days above 95 degrees F by 2050
- Increases in tick and mosquito borne diseases
- More severe storms
- Flooding resulting from storms dropping extreme amounts of precipitation in a short period of time.

Aggressive action is needed now to blunt that impact.

Transitioning away from fossil fuels to clean, renewable energy will require changes at all levels of society. The course set by the City Council and Governor Mills corresponds closely with the one demanded by the Climate Strikers. They differ mainly on the timeline needed to achieve deep carbon reductions. The most recent scientific reports, however, argue that the sooner we reduce carbon emissions, the more likely we will be to avoid the worst consequences of climate change. Therefore, we should seek every opportunity to accelerate progress toward our established goals and work to implement the most impactful reduction strategies as quickly as possible. Because some of the things that must occur for the City of Portland to achieve carbon neutrality fall

outside of the municipal government's sphere of direct influence, we do not recommend that the City Council commit the City to achieving that goal by 2030. We recommend, instead, that the City commit to strengthening its efforts to educate the public about the need to reduce carbon emissions as quickly as possible. We further recommend that the City Council use its influence to advocate aggressively for climate action at the national level.

Summary of recommendations.

1. Declare a climate emergency.
2. Continue to make significant and urgent progress on our climate goals and explore options for accelerated pathways.
3. Allocate funding and resources to these goals as necessary.
4. Ensure a just planning process by engaging traditionally underrepresented groups.
5. Incorporate climate resilience into all City plans.

SUPPORTING OUR YOUTH CONFRONTING THE CLIMATE CRISIS IN MAINE

What was once described as a climate change is now a climate *crisis*. A time of crisis must be treated as an emergency.

Young people throughout Maine, the U.S., and the world are currently engaged in confronting the climate emergency that threatens the future of our planet. Maine's youth want to define concrete action steps to resolve the perils of our continued existence.

The time to act is *now*.

We wish to acknowledge and commend our state and local governments that have already launched programs to address the climate crisis. For example, Portland and South Portland are collaborating to develop their *One Climate Future* action plan. But this is just the beginning. We do not believe these efforts are being undertaken with the sense of urgency that the climate crisis demands. Nor do we believe that these efforts have been adequately resourced and funded to meet the crisis at hand. **We call upon Portland and South Portland, to declare a climate crisis within the boundaries of their governmental jurisdictions.**

We implore these two cities, Portland and South Portland, to pass a **Climate Emergency Resolution** and to make this resolution the framework for their response to the climate crisis.

We have already lost valuable time in adequately addressing the climate crisis. In Maine we have suffered under 8 years of inaction by the LePage Administration. In Washington we are losing another 4 years of inactions and policy reversals. The time has come to see the climate crisis for what it is – the most serious threat to our generation living in a world plagued by extinctions, man-made economic and natural catastrophes, and wars. Please listen to our call for urgency, focus, and immediate action.

The **Declaration of a Climate Emergency** is being demanded because the scientific evidence of the crisis is overwhelming. Here in Portland and South Portland, future generations will no longer be able to experience the “Working Waterfront” as part of the fabric that binds our community together. There will be no Working Waterfront to support. It will be devoured by the relentless rise of sea level, and the continuous destructive forces of the warming of the Gulf of Maine.

We cannot allow this to happen.

ME Youth Strikes

Climate Emergency Resolution and Action

(To be submitted to the City Councils of Portland and South Portland, Maine.)

Preamble: We assemble to support our youth and demand action on the climate crisis that is overtaking our world, our nation, our state and the local communities we call home. It is a crisis that will affect each one of us regardless of age, economic status, political affiliation, or religious belief. The consequences of not acting with a sense of urgency will disproportionately fall upon the poor and most vulnerable members of our communities, and our youth.

The young people today are calling upon all of us to embrace the climate crisis as an emergency that requires:

- A set of bold policy responses that will in ten years bring an end to the era of fossil fuels. These policies demand our collective support and are on the scale of the actions that saved our world from the ravages of World War II.
- Immediate emergency funding will implement these climate crisis policies. This is not a time to proclaim, “no new taxes.” We must be bold, creative and focused to use our collective financial resources to implement in 10 years the end of the fossil fuel era.
- Immediate emergency actions that leads to implementation of a world no longer dependent on fossil fuels. This will require assembling the human organizational infrastructure to implement the emergency policies, funding and successful implementation.

WHEREAS, on April 22, 2016, world leaders from 175 countries recognized the threat of climate change and the urgent need to combat it by signing the Paris Agreement, agreeing to keep warming “well below 2°C above pre-industrial levels” and to “pursue efforts to limit the temperature increase to 1.5°C,” which is in itself not safe for humanity;

WHEREAS, on October 8, 2018, the United Nations released a special report which projected that limiting warming to the unsafe 1.5°C target this century will require an unprecedented transformation of every sector of the global economy over the next 12 years;

WHEREAS, in 2018, the 4th Annual National Climate Assessment was released and illustrates the massive threat that climate change poses to the American economy, our environment and climate stability, and underscores the need for immediate action to address a climate emergency at all levels of government;

WHEREAS, the increased and intensifying wildfires, floods, rising seas, diseases, droughts and extreme weather brought on by climate change demonstrate that the earth is too hot to be a safe environment;

WHEREAS, humanity can no longer safely emit greenhouse gasses and must demand an emergency mobilization effort to rapidly reach zero emissions across all sectors within 10 years.

NOW, BE It Further Resolved that the cities of Portland and South Portland, Maine

Resolve: Commit to take immediate actions to safeguard against the current, inevitable and potential consequences of the climate crisis. This includes specific policy goals, emergency funding to address these goals, and the mobilization of their communities to implement these goals.

Resolve: Commit to keeping the concerns of vulnerable communities central to the mobilization planning processes, and to invite and encourage such communities to actively participate in order to advocate directly for their needs;

Resolve: Commit to educating their residents about the climate emergency and organizing and advocating for a 10 year just transition through the climate emergency mobilization.

Resolve: Commit to educating their residents about the financial and regulatory needed to eliminate greenhouse gas emissions as quickly as possible - no later than 2030.

Resolve: The cities of Portland and South Portland, Maine demand that our Federal Government, and all governments and peoples around the world to initiate an immediate social and economic mobilization to reverse global warming and ecological destruction to:

- Immediately halt the development of all new fossil fuel infrastructure.
- Rapidly phase out the use of fossil fuels and the technologies which rely upon them.
- End greenhouse gas emissions within 10 years.

That the City Managers of Portland and South Portland, Maine are directed to send a copy of this resolution to their state and federal legislative delegations, and to the Governor of Maine and President of the United States.

City of South Portland staff substitute resolution

NOW, THEREFORE, BE IT RESOLVED that the City of South Portland hereby declares that a climate emergency threatens our city, our region, our state, our nation, humanity, and the natural world and reaffirms its commitment to local climate action; and

BE IT FURTHER RESOLVED, that the South Portland City Council continues to support immediate actions to safeguard against the current, inevitable and potential consequences of the climate crisis; and will set specific policy goals, provide emergency funding to address these goals, and mobilize our community to implement these goals once the One Climate Future plan is completed in 2020; and

BE IT FURTHER RESOLVED, that the City Council directs staff to continue its development of the One Climate Future plan, and provide options for aggressive interim targets to accelerate the reduction pathway **by 2030**.

BE IT FURTHER RESOLVED, The City of South Portland re-commits to ensuring that the City's actions remain in alignment with the most current scientific findings regarding climate change; and

BE IT FURTHER RESOLVED, that the members of the South Portland City Council commit to keeping the concerns of vulnerable communities central to the One Climate Future planning process, and invites and encourages those communities to actively participate in order to advocate directly for their needs; and

BE IT FURTHER RESOLVED, that the City Manager is directed to incorporate climate resilience policies identified in the One Climate Future plan in all updates of the South Portland Comprehensive Plan, Economic Development Plan, Waterfront Master Plan, and other City plans to ensure climate change and resiliency efforts are strong, effective, and aligned; and

BEO IT FURTHER RESOLVED, that the City Manager is directed to promote inter- departmental coordination to ensure that emergency management plans offer an aligned approach to the threats of the climate crisis and natural hazards, including but not limited to sea level rise and flooding; and

BE IT FURTHER RESOLVED, that the members of the South Portland City Council commit to educating our residents about the financial and regulatory actions needed to eliminate greenhouse gas emissions as quickly as possible - **with a priority focus to putting in place policies, programs and actions within the 2030 timeframe**.

BE IT FURTHER RESOLVED, that the South Portland City Council commits to educating our residents about the climate emergency and advocating for a just and accelerated transition away from fossil fuels at the local, regional, state, and national level through the climate planning process; and

BE IT FURTHER RESOLVED, that the members of the South Portland City Council demand that our federal government, and all governments and peoples around the world initiate an immediate social and economic mobilization to reverse global warming and ecological destruction by:

- Immediately halting the development of all new fossil fuel infrastructure;
- Rapidly phasing out the use of fossil fuels and the technologies which rely upon them;

City of South Portland staff substitute resolution

- Ending greenhouse gas emissions within 10 years

BE IT FURTHER RESOLVED, that the South Portland City Council and Mayor call on the United States Congress to address climate change at the federal level by adopting as one important measure among others a Carbon Fee and Dividend as a sound, effective policy tool; and

BE IT FURTHER RESOLVED, that the South Portland City Council and Mayor urge the United States Congress to increase the carbon fee structure upon implementation to accelerate the rate of greenhouse gas emissions reductions commensurate with the Paris Accord goals; and

BE IT FURTHER RESOLVED, that the members of the South Portland City Council ask the City Manager to send a copy of this resolution to South Portland's state and federal legislative delegations, to the Governor of Maine, and to the President of the United States.

Fiscal Note: Less than \$1,000

Dated: October 8, 2019



Troy Moon <thm@portlandmaine.gov>

Re: Follow-up and thank you from the 20th rally!

1 message

Jon Jennings <jpj@portlandmaine.gov>

Mon, Oct 7, 2019 at 9:22 AM

To: Maine Strikes <maine@youthclimatestrikeus.org>

Cc: Troy Moon <thm@portlandmaine.gov>, Lena Geraghty <lgeraghty@portlandmaine.gov>

Hi Anna,

Thank you so much for your email. I share your enthusiasm for the thousands of young people who stood on the steps of City Hall a few weeks ago.

As you may know, we have moved the resolution forward to the City Council's Sustainability Committee for discussion later this month. We hope you will be able to attend the meeting. I am copying Troy Moon on this email as he is the staff person for the Sustainability Committee.

Thank you again for your leadership.

Jon

On Thu, Oct 3, 2019 at 7:00 PM Maine Strikes <maine@youthclimatestrikeus.org> wrote:

Dear Mr. Jennings,

Thank you if you came to the Portland climate strike and rally last Friday. It was a powerful event, with over 2,000 in attendance. Speakers from middle school to college inspired the crowd, and chants echoed off the walls of City Hall.

Personally, I will always remember one moment: when two middle-schoolers handed Mayor Strimling and attending council members our demands and the Climate Emergency Resolution and then we shook hands. I felt as though we were making progress.

The climate crisis seems like a large-scale, abstract concept. How do you tackle such an issue? By local change, and local policy. Small steps to go miles. For those who were unable to make it to the rally on Friday, the Climate Emergency Resolution is an example of those steps. For reference it is attached to this email.

Thanks again for your consideration of this Resolution and your attendance at the rally.

Sincerely,

Anna Siegel
(She/her)
ME Strikes
US Youth Climate Strikes
(8th grade, Friends School of Portland)

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US Youth Climate Strikes
Maine Branch

--

Jon P. Jennings
City Manager
City of Portland
389 Congress Street
Portland, ME 04101
(207) 874-8689 Office
(207) 874-8669 Fax
jpj@portlandmaine.gov
www.portlandmaine.gov
Twitter: @portlandmanager



Troy Moon <thm@portlandmaine.gov>

Fwd: Why a Climate Emergency Resolution?

Jon Jennings <jpj@portlandmaine.gov>

Mon, Oct 7, 2019 at 9:22 AM

To: Troy Moon <thm@portlandmaine.gov>, Lena Geraghty <lgeraghty@portlandmaine.gov>

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

From: **Maine Strikes** <maine@youthclimatestrikeus.org>

Date: Thu, Oct 3, 2019 at 7:04 PM

Subject: Why a Climate Emergency Resolution?

To: <jpj@portlandmaine.gov>

Dear Mr. Jennings,

These are our thoughts as to why we are asking you to support the Climate Emergency Resolution.

WHY THE CLIMATE EMERGENCY RESOLUTION IS SO IMPORTANT TO THE YOUNG PEOPLE OF PORTLAND AND SOUTH PORTLAND

The declaration of a Climate Emergency is being demanded by our youth because the scientific evidence of the crisis is overwhelming. What was once described as climate change is now a climate crisis. This crisis must be treated as an emergency.

- Young people throughout the Portland area, the state and the world are confronting the climate emergency that threatens the future of our planet. Our youth want to define concrete action steps to resolve the perils of our continued existence.
- The time has come to see the climate crisis for what it is – the most serious threat to our generation living in a world plagued by extinctions, man-made economic and natural catastrophes, and wars.
- Here in Portland and South Portland, future generations will no longer be able to experience the “Working Waterfront” as part of the fabric that binds our communities together. There will be no Working Waterfront to support. It will be devoured by the relentless rise of sea level, and the continuous destructive forces of the warming of the Gulf of Maine.
- We implore the two cities, Portland and South Portland, to pass a Climate Emergency Resolution and to make this resolution the framework for their response to the climate crisis and the work that is being done through the One Climate Future project.
- Entering emergency mode is the critical first step to launching the comprehensive mobilization required to rescue and rebuild civilization, including a just transition. This declaration of a Climate Emergency calls upon all governments to reach zero emissions and begin carbon drawdown at emergency speed (10 years or less).
- We understand that this is faster and broader than the timeline currently proposed by our Governor who has pledged Maine will have a carbon-neutral economy by 2045. It is one of the most ambitious pronouncements by any governor in the country. However, it is not in alignment with the scientific evidence that Greta Thunberg, the Swedish teenager who spoke of this scientific evidence when she addressed the United Nations. She stated “... *cutting our emissions in half in 10 years only gives us a 50% chance of staying below 1.5 degrees [Celsius], and the risk of setting off irreversible chain reactions beyond human control. You are failing us. The eyes of all future generations are upon you. Right here, right now is where we draw the line.*”
- Portland and South Portland can create local solutions that eliminate greenhouse gas emissions and build a fairer economy, taking crucial steps toward a future of hope and community. You can break the deadly silence around the climate emergency by encouraging cities elsewhere to declare climate emergencies and commit to responding at emergency speed to restore a safe climate.

WHAT DOES THE RESOLUTION SAY?

- This resolution is a call for mobilizing and educating the South Portland community to respond to this emergency crisis.
- This resolution proclaims that South Portland is part of a global movement to deal with the climate crisis.
- This resolution proclaims solidarity with the [41 other US cities and towns](#) that have passed this resolution by expressing the aspirations of the community to deal with this crisis.
- This resolution proclaims we must end the era of fossil fuels and calls upon all governments around the world to act now to act upon this goal within the 10 year framework.
- This resolution calls for keeping the concerns of vulnerable communities central to the mobilization planning processes, and to invite and encourage such communities to actively participate in order to advocate directly for their needs;
- This resolution calls for educating South Portland residents about the climate emergency and for the need to organize within a 10 year just transition framework.
- This resolution calls for educating South Portland residents about the financial and regulatory needs that will be required to eliminate greenhouse gas emissions as quickly as possible within a 2030 framework.

WHAT DOES THE RESOLUTION NOT SAY?

- This resolution does not replace the current climate action and adaptation policy goals that have been formally adopted, or will be adopted, through the *One Climate Future* action planning process. Setting these local goals are not a part of this resolution. **But it does raise the question of whether the current goals are the right ones given the scientific evidence that demands a Climate Emergency.** The

discussion about goals and timeframes should be part of the community dialogue that is now taking place through the *One Climate Future* program.

- This resolution does not stand in the way of the Governor of Maine, Janet Mills, from setting targets that have goals to be reached by 2045. **But it does raise the question of whether the 2045 goals are vigorous enough to respond to the scientific evidence that demands a Climate Emergency.** Nothing prevents the cities of Portland and South Portland, and other local governments in Maine, from aligning their goals with the scientific evidence that demands actions by 2030.

Thank you for your time,

Anna Siegel
(she/her)
ME Strikes
US Youth Climate Strikes

--
US Youth Climate Strikes
Maine Branch

--
Jon P. Jennings
City Manager
City of Portland
389 Congress Street
Portland, ME 04101
(207) 874-8689 Office
(207) 874-8669 Fax
jpj@portlandmaine.gov
www.portlandmaine.gov
Twitter: @portlandmanager



Troy Moon <thm@portlandmaine.gov>

Staff recommended climate resolution amendment question

Cassie Cain <cassie@350maine.org>

Mon, Oct 7, 2019 at 7:55 AM

To: jrosenbach@southportland.org, smorelli@southportland.org

Cc: Anna Siegel <annas@friendsschoolportland.org>, Cmorgan@southportland.org, klewis@southportland.org, mpride@southportland.org, acaricchio@southportland.org, ddhalac@southportland.org, shenderson@southportland.org, Mbeecher@southportland.org, jpi@portlandmaine.gov, THM@portlandmaine.gov, estrimling@portlandmaine.gov, bsr@portlandmaine.gov, sthibodeau@portlandmaine.gov, bbatson@portlandmaine.gov, jcosta@portlandmaine.gov, kcook@portlandmaine.gov, pali@portlandmaine.gov, nmm@portlandmaine.gov, jduson@portlandmaine.gov

Dear Julie and Scott,

I hope this email finds you both well. This is Anna Siegel, the state lead for Maine Youth Climate Strikes, and Cassie Cain, the youth organizer for the recent Portland Global Climate Strike.

We saw the agenda for Tuesday's City Council meeting and have read over the staff recommended Resolution Supporting Accelerated Climate Action. **We are requesting that a few amendments are made to this resolution before tomorrow evening so that it reflects messaging that youth feel comfortable with.** We do not feel comfortable supporting the staff resolution as it currently stands, as it lacks the important timeline of phasing out fossil fuels by 2030 and was drafted without youth consultation. We are especially concerned by this as we were given no notice of the staff resolution and that it's text could potentially replace the youth resolution. **Are there any procedures that can occur so that these amendments are adopted in the staff resolution and can be in front of the South Portland Council on Tuesday?**

The 2030 timeline is extremely critical to the youth climate movement, as it is the only timeline that gives youth a shot at a livable future. The 2030 timeline has not only been deemed necessary by Maine youth climate activists, but also backed nationally, as seen in the [national youth demands](#) released for the September climate strikes. This is part of the reason why youth demanded that a Climate Emergency Resolution with a 2030 timeline be passed in South Portland and Portland, to demand urgent climate action that reflects the well being of youth and frontline communities. As stated in the youth resolution's preamble, "The consequences of not acting with a sense of urgency will disproportionately fall upon the poor and most vulnerable members of our communities, and our youth." **We are making this request to ensure that youth voices will be truly centered in these conversations and that the urgency youth are demanding will be taken into account tomorrow.**

This is not "just another" call for climate action. Looking beyond the resolution, our goal is simple: to have the cities of South Portland and Portland declare a climate emergency. By doing so, we would be standing in solidarity with [41 other cities in the US, 1080 local governments around the world, and over 265 million people who have declared a climate emergency](#). To quote Aesop: "united we stand, divided we fall."

We have attached a document highlighting our amendments in red and hope to hear back from you soon about whether these changes will be made for tomorrow's meeting.

We sincerely thank you and the cities of South Portland and Portland for the work you have done so far for our climate. Please let us know if you have any questions or would like more information. We look forward to hearing from you soon!

Best,

Anna Siegel and Cassie Cain

--
Cassie Cain (she/her/hers)
Youth Engagement Coordinator
100% Clean Renewable Energy for Maine Campaign Coordinator
cassie@350maine.org | 207.604.8854
[350 Maine website](#) | [Facebook](#) | [Twitter](#)

 **Youth Amendments to Staff Recommended Resolution .pdf**
23K

Dear Mr. Thibodeau,
Ms. Ray, & Ms. Duson,

I support the Climate
Emergency Declaration
presented at the
Climate Youth Summit
this month. Taking steps
to secure a Carbon-neutral
city/state and country
should be at the fore-
front of our agenda!

Sarah Johnson
04096

Dear Mr. Thibodeau, Ms. Duson & Ms. Ray,
I support the climate emergency
declaration presented by students
at the youth strike. I'm a
citizen of Portland and mother of
a three year old, and I urge you
to act quickly and decisively on
this issue. We're running out
of time to make the future
of Portland as wonderful as it's
present.

Sincerely,
Lauren
Hamlin

Dear Mr. Thibodeau, Ms. Ray,
Ms. Duson,

I support the Elingste
Emergency Declaration presented
by students at the Youth Climate
Strike. The kids have
spoken loud and clear - it is
time NOW to take real action!
to end the fossil fuel era. Portland
is already doing good things!
Let's build on our success and
pass the Climate Emergency
Declaration. Sincerely,
101 Bay St
Portland ME 04107
Caitlin Hopfall

Dear City Councilors Thibodeau, Ray,
and Osion,

I am writing to voice my support
for the Climate Emergency
Resolution presented at the recent
climate strike. We need to take
bold actions in order to avert
catastrophic climate change, and to
ensure future generations can grow
up in a world that's worth inheriting.

Thank you,
Byron Marshall
101 Bay St
Portland ME 04107



member of the
Sustainability Committee
389 Congress St
Portland ME 04101

Dear Mr Costa,

I support the Climate Emergency Declaration presented by students at the youth Climate Strike - with the goal of making Portland carbon neutral by 2020. It's just exactly the kind of thing we can wearily say, 'well, it's just not realistic.' But in 10 years, my young kids will just be entering middle school. How will we answer them then? Sorry, kids, preparing responsible for your future just wasn't realistic, please pass the Climate Emergency for a thriving Portland then and now. Sincerely, Caitlin Morrill

MEMORANDUM
City Council Agenda Item

FROM:

DATE: November 6, 2019

SUBJECT: **Order 71-19/20 Approving Traffic Schedule Amendment Re: St. John and Valley Street Neighborhood - Sponsored by Jon P. Jennings, City Manager**

SPONSOR: Jon P. Jennings, 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 The traffic schedule changes contemplated by this agenda item must be made prior to the end of the construction season and prior to Maine Medical Center's request for a certificate of occupancy for their employee garage at 190 St. John Street.

PRESENTATION: Nell Donaldson, Director of Special Projects, Planning and Urban Development - 5 to 10 minutes total

I. SUMMARY

Staff from the Department of Planning and Urban Development, Public Works, and the Parking Division recommend three changes to the city's traffic schedule in the St. John/Valley neighborhood: 1) a change to the striping plan for St. John Street, in the interest of preserving on-street parking spaces (*with two options presented here for Council consideration*); 2) a conversion of C Street to two-way operation; and 3) a change to time restrictions for on-street parking on Valley Street.

II. AGENDA DESCRIPTION

On September 11, 2018, the City of Portland Planning Board conditionally approved a Level III site plan for Maine Medical Center's new 2,400-space employee garage at 190 St. John Street. The approved plan, which contemplates the introduction of a signal at the St. John Street/D Street intersection, includes numerous changes within the city's right of way on St. John Street, including the integration of new sidewalks, crosswalks, bicycle lanes, and turn lanes, and the elimination of approximately 13 spaces of on-street parking. As of October 15, 2019, Maine Medical Center (MMC) has completed many of the changes to the right-of-way, including the striping of St. John Street, which has resulted in the elimination of on-street parking.

In the time since the site plan approval, and particularly since construction of the garage has affected the availability of on-street parking, neighbors have become increasingly aware of and concerned about the loss of on-street parking on St. John Street in the vicinity of D Street. The Department of Planning and Urban Development, the Parking Division, the City Manager's office, and the City Council have heard numerous complaints about potential impacts to residential and other properties in the area. In response, the Department of Planning & Urban Development has worked with the City Manager, the Department of Public Works, and the Parking Division to develop three potential changes to the city's traffic schedule, each of which would, either alone or in concert with the others, have the effect of restoring or creating neighborhood parking supply in the area of St. John Street. The goal of these changes is to address neighbors' concerns regarding loss of on-street parking while balancing the operational needs of MMC's garage and the city's broader street network.

The changes include: 1) a change to the striping plan for St. John Street at D Street (*with two options presented here for Council consideration*); 2) a conversion of C Street to two-way operation between St. John Street and Valley Street; and 3) a change to time restrictions for on-street parking on the east side of Valley Street between C Street and D Street.

This item must be read on two separate days. It was given a first reading on October 21, 2019. On November 4, 2019, this item was postponed to November 18, 2019. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The Council must review traffic schedule changes of the type presented here. The changes would preserve on-street parking for use by neighborhood residents and businesses while balancing the needs of MMC's employee garage and the function of the broader neighborhood street network.

V. FINANCIAL IMPACT

The implementation of the traffic schedule changes, including an alternative striping plan for St. John Street, the conversion of C Street to two-way, and the changes to parking restrictions on the east side of Valley Street, would require the coordination of staff-level resources at the Department of Planning and Urban Development, the Department of Public Works and the Parking Division.

VI. STAFF ANALYSIS AND BACKGROUND

Staff of the Department of Planning and Urban Development, the Department of Public Works, and the Parking Division worked collectively to develop the traffic schedule changes presented here. Staff has conducted technical analysis to confirm the viability of the two street network changes. Changes were also shared with Maine Medical Center, as well as members of the public.

VII. RECOMMENDATION

Staff recommends that the Council amend the traffic schedule to reflect the alternative striping plan for St. John Street originally developed by staff, Alternative A, as well as the conversion of C Street to two-way. Alternately, the Council may choose to pursue the striping plan for St. John Street represented in Alternative B, which would not require a conversion of C Street to two-way. The changes in the parking regulations on Valley Street are recommended regardless of the Council's direction on the St. John Street striping.

VIII. LIST ATTACHMENTS

1. MMC Parking Changes - Traffic Schedule Amendments 10.21.2019
2. Amendment to MMC Parking Changes - Traffic Schedule 1.18.2019
3. Order 71 Council memo addendum - St. John Valley Traffic Schedule 11.14.2019
4. Council Memo - St. John Valley Traffic Schedule

Prepared by:

Date: 11/6/2019

Order 71-18/19

Motion to postpone to November 18, 2019: 8-0 (Mavodones absent) on 11/4/2019

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

KIMBERLY COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**TRAFFIC SCHEDULE AMENDMENTS
ON C STREET, ST. JOHN STREET & VALLEY STREET**

ORDERED, that the City of Portland's Traffic Schedule be and hereby is amended as follows:

1. RE: ST. JOHN STREET

**By Deleting under St. John Street, From a point 20 feet north of the northerly D
Street crosswalk centerline for a distance of 180 feet:**

East Side

☐ **Schedule I – No Parking Anytime**

**By Deleting under St. John Street, From a point 20 feet south of the southerly D
Street crosswalk centerline for a distance of 160 feet:**

East Side

☐ **Schedule I – No Parking Anytime**

2. RE: C STREET

**By Deleting under C Street, from a point 0 feet easterly of the intersection of C and St.
John Streets to a point 0 feet westerly of Valley Street:**

☐ **Schedule XXII – One-Way Street**

3. RE: VALLEY STREET

**By Deleting under Valley Street, From a point 274 feet southerly opposite the north
curbline of C Street to a point 38 feet northerly of the north curbline of C
Street:**

East Side

☐ **Schedule I – No Parking Anytime**

By Adding under Valley Street from C Street to D Street:

East Side

☐ **Schedule XXI – 2-Hour Parking from 9:00 AM to 6:00 PM**

**AMENDMENT TO ORDER 71-19/20
PREPARED BY CORPORATION COUNSEL FOR COUNCILOR THIBODEAU
RE: PARKING ON THE EAST SIDE OF ST. JOHN STREET
TO BE DECIDED BY TRAFFIC ENGINEER**

ORDERED, that the City of Portland's Traffic Schedule be and hereby is amended as follows:

~~RE: ST. JOHN STREET~~

~~By Deleting under St. John Street, From a point 20 feet north of the northerly D Street crosswalk centerline for a distance of 180 feet:~~

~~East Side~~

~~**Schedule I—No Parking Anytime**~~

~~By Deleting under St. John Street, From a point 20 feet south of the southerly D Street crosswalk centerline for a distance of 160 feet:~~

~~East Side~~

~~**Schedule I—No Parking Anytime**~~

1. RE: C STREET

By Deleting under C Street, from a point 0 feet easterly of the intersection of C and St. John Streets to a point 0 feet westerly of Valley Street:

☐ **Schedule XXII – One-Way Street**

2. RE: VALLEY STREET

By Deleting under Valley Street, From a point 274 feet southerly opposite the north curbline of C Street to a point 38 feet northerly of the north curbline of C Street:

East Side

☐ **Schedule I – No Parking Anytime**

By Adding under Valley Street from C Street to D Street:

East Side

☐ **Schedule XXI – 2-Hour Parking from 9:00 AM to 6:00 PM**



CITY OF PORTLAND
Planning & Urban Development

To: Mayor Strimling and Members of the Portland City Council

From: Christine Grimando, Acting Director, Planning & Urban Development

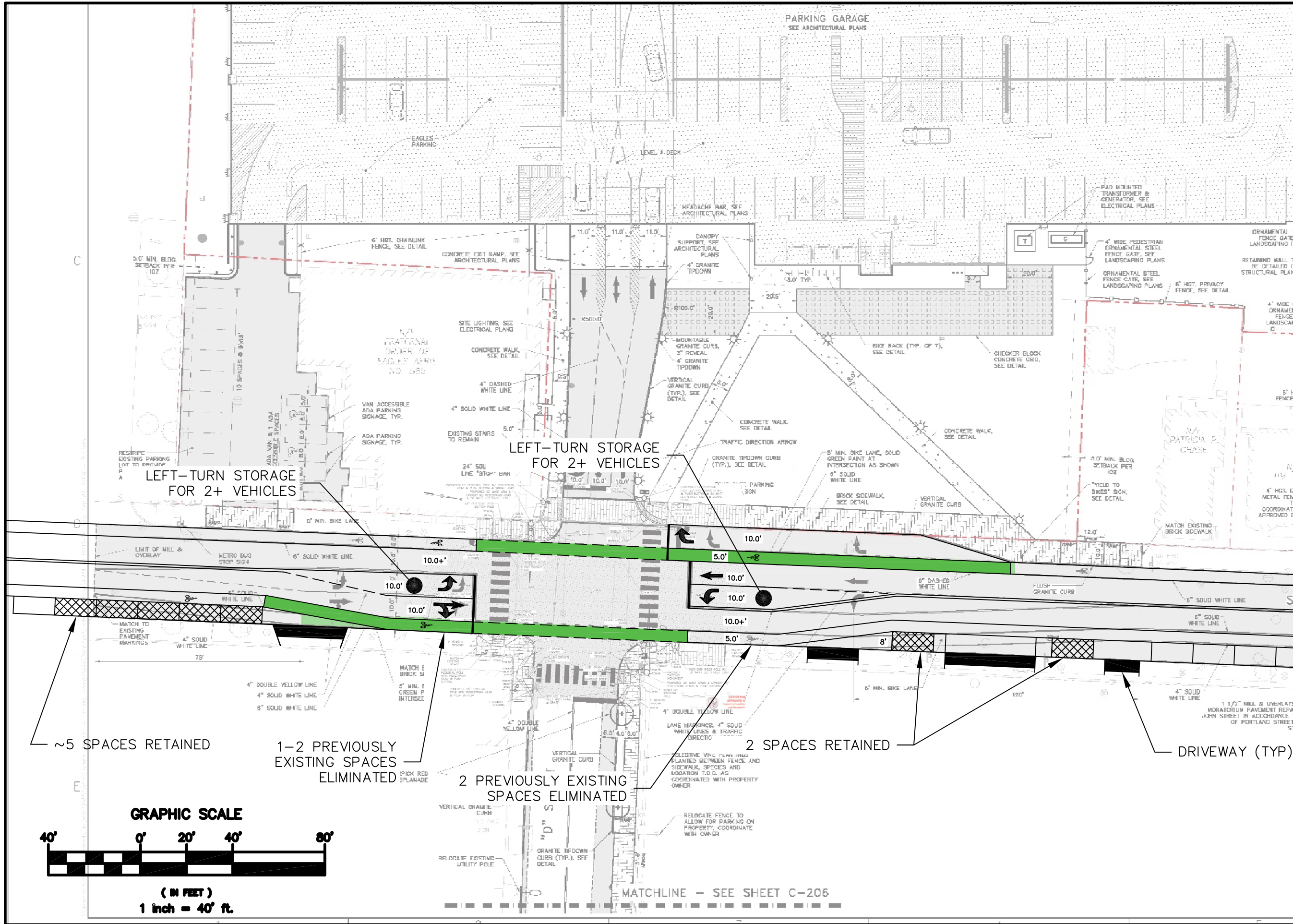
Date: November 14, 2019

RE: Amendment to Order 71-18/19: Traffic Schedule Amendments on C Street, St. John Street, & Valley Street

On November 4, the Council voted to postpone action on an order relating to proposed traffic schedule amendments on St. John Street, C Street, and Valley Street. The proposal to postpone was a result of evolving discussion related to the configuration of on-street parking spaces on St. John Street. On-street parking on the east side of St. John Street was proposed to be removed as a product of the site plan for MMC's St. John Street garage, which was approved by the Planning Board in September of 2018. At the time of the site plan review, it was estimated that 13 on-street spaces on St. John Street would be eliminated. (This number was an estimate, as the parking spaces on St. John Street, as elsewhere in the city, are not individually striped, so the number of functional parking spaces varies depending on the size of parked vehicle, vehicle spacing, snow, and other factors.) When MMC striped St. John Street in mid-October of this year, the actual number of parking spaces eliminated was lower, more on the order of 8-9 spaces. Councilor Thibodeau recommended postponing action on the order to the November 18th Council to allow further discussion with residents and MMC regarding possible changes to the on-street parking as striped, given that the loss of parking was not as significant as originally anticipated.

In the time since, there has been considerable effort to reexamine the now-existing striping on St. John to see what modifications might be made to restore additional on-street parking. Following a site visit during the week of 11/4, DPW staff, working with staff from the Parking Division and the Planning Department, developed another striping plan for St. John Street that restores 2 additional spaces on both the north and south sides of the D Street intersection with St. John Street. This plan, included as *Attachment 1* to this memo, leaves the lane striping recently implemented by MMC substantially intact, and results in a condition that serves the traffic and circulation needs of the hospital and the surrounding neighborhood while retaining a significant amount of on-street parking. The plan has been shared with both MMC and with interested neighbors.

Given the extent of on-street parking affected by this revised striping plan (two spaces on either side of D Street), Council action to amend the traffic schedule is technically no longer needed, as *Section 28-24(g)(1)iv.c* authorizes the city's traffic engineer and City Manager to affect traffic schedule changes of this magnitude. As a result, the proposed order has been amended to strike references to a modified traffic schedule on the east side of St. John Street. Elements of the order relating to changes to make C Street two-way and to modify on-street regulations on the east side of Valley Street remain.



REFERENCES:
LDT PROJECT:
DRAWING:
FIELD BOOK:

DESIGNED BY: M. TREMBLAY	DRAWN BY: M. TREMBLAY	CHECKED BY:
SCALE: AS NOTED		
DATE: 11/08/2019		

ST JOHN STREET AT D STREET
TRAFFIC AND PARKING
CONFIGURATION

CITY OF PORTLAND, MAINE
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION



SHEET #
1 OF 1
PLAN NUMBER



CITY OF PORTLAND
Planning & Urban Development

To: Mayor Strimling and Members of the Portland City Council

From: Christine Grimando, Acting Director, Planning & Urban Development

Date: September 23, 2019 (updated 10/15/19)

RE: St. John/Valley Traffic Schedule Changes

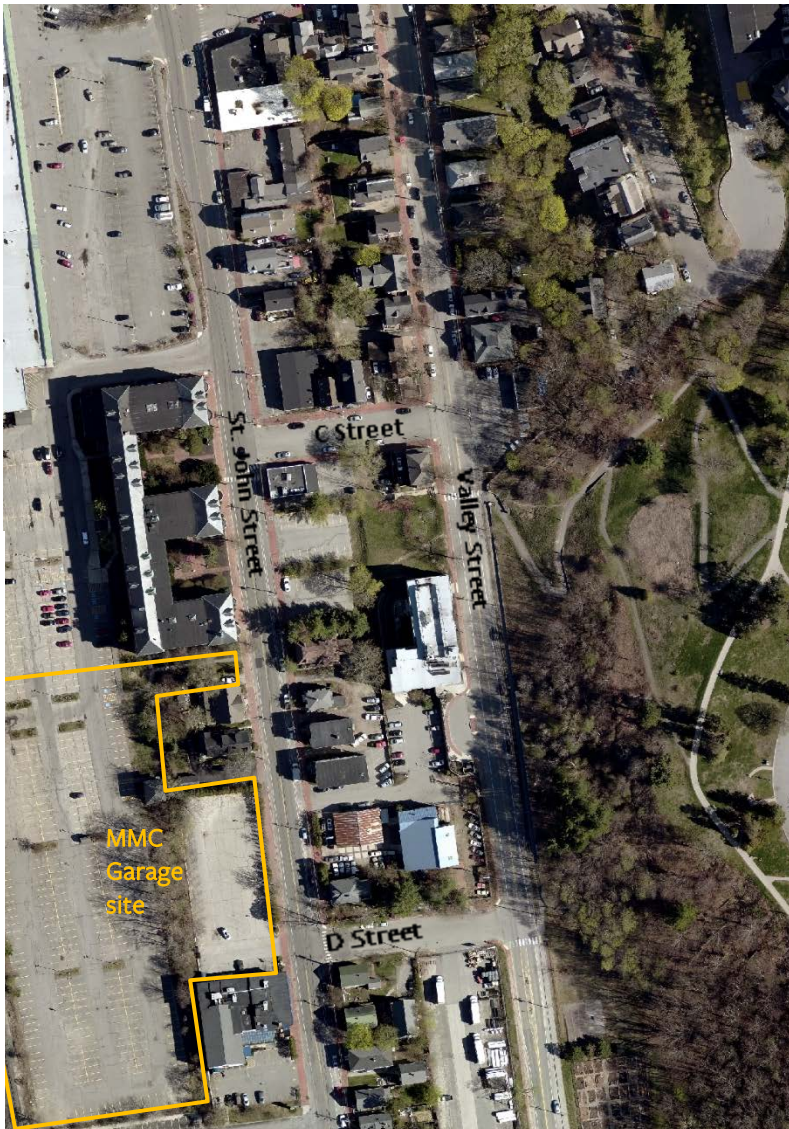


Figure 1: St. John and D Street near the site of MMC's employee garage (under construction)

I. INTRODUCTION

On September 11, 2018, the City of Portland Planning Board conditionally approved a Level III site plan for Maine Medical Center's new 2,400 space employee garage at 190 St. John Street. The project incorporated many proposed changes to the site and the immediate surroundings, including a substantial reconfiguration of St. John Street at its intersection with D Street. The approved plan, which contemplates the introduction of a signal at this intersection following the opening of the garage, includes extensive sidewalk work on the west side of St. John Street, crosswalks at all four approaches of the St. John/D Street intersection, the integration of bicycle lanes, the introduction of turn lanes, and the elimination of approximately 13 spaces of on-street parking on the east side of St. John Street (*Figure 2*).

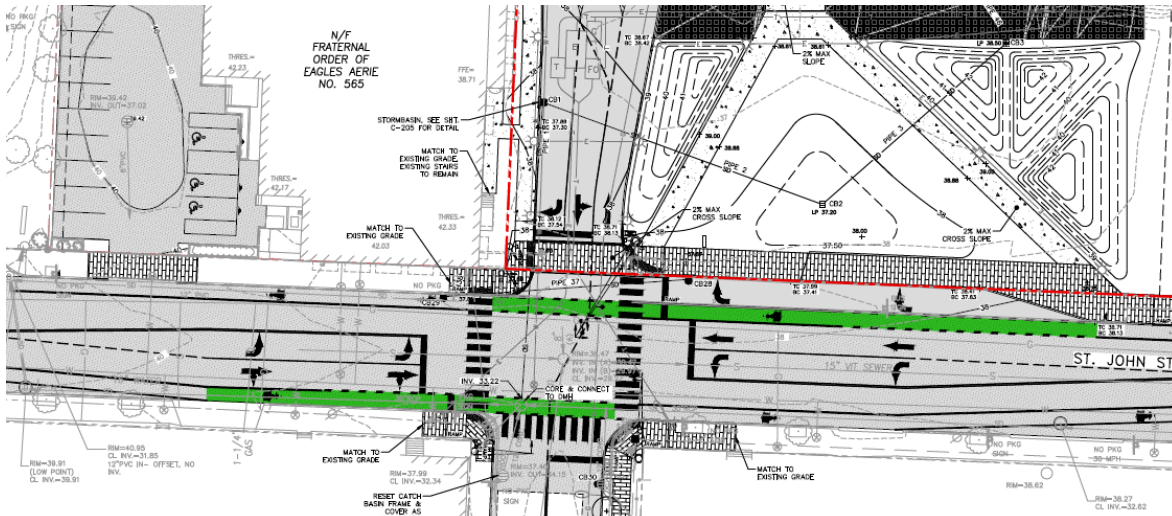


Figure 2: Striping associated with approved site plan, MMC Garage

The plan was subject to review under the city's site plan ordinance, and received one workshop before the Planning Board prior to public hearing. Over the course of the review, neighbors expressed some concern in written public comment and at Planning Board meetings regarding impacts to on-street parking, among other concerns. Ultimately, however, the board chose to approve the final plan with the elimination of parking spaces on St. John Street, generally expressing support for the garage as a means of opening up neighborhood parking currently occupied by MMC employees and the construction of pedestrian infrastructure as a means of supporting existing, underused on-street parking on D Street. From a programmatic standpoint, changes to the traffic schedule to make on-street parking less desirable to MMC employees were discussed, particularly with respect to Valley Street. It is important to note that, with their approval, the Planning Board formally modified the city's traffic schedule with respect to St. John Street under *Section 28-24(g)(1)iv.c*.

In the time since the site plan approval, and particularly since construction of the garage has affected the availability of parking on St. John Street, neighbors have become increasingly aware of and concerned about the permanent loss of on-street parking on St. John in the vicinity of D Street. The Department of Planning & Urban Development, the Parking Division, the City Manager's office, and the City Council have heard numerous complaints about potential impacts to residential and other properties in the area. In response, in the late summer, the Department of Planning & Urban staff reached out to MMC regarding possible changes to the striping plan on St. John Street. Staff also began working with the City Manager, the Department of Public Works, and the Parking Division to develop alternative striping plans. Staff attempted to engage MMC in these discussions about alternative plans, but MMC generally expressed little desire to modify the approved site plan. On October 15, MMC striped St. John Street according to the approved site plan.

In this memo, staff presents three potential changes to the city's traffic schedule, each of which would, either alone or in concert with the others, have the effect of restoring or creating neighborhood parking supply in the area of St. John Street. The goal of these changes is to address neighbors' concerns regarding loss of on-street parking while balancing the operational needs of MMC's garage and the city's broader street network. The changes include: 1) a modification to the striping plan for St. John Street at D Street, in the interest of preserving on-street parking (*two options for the alternative striping plan are presented here*); 2) a conversion of C Street to two-way operation between St. John Street and Valley Street; and 3) a change to time restrictions for on-street parking on the east side of Valley Street between C Street and D Street. All three of these changes would require Council approval under *Section 28-24(g)(1)*.

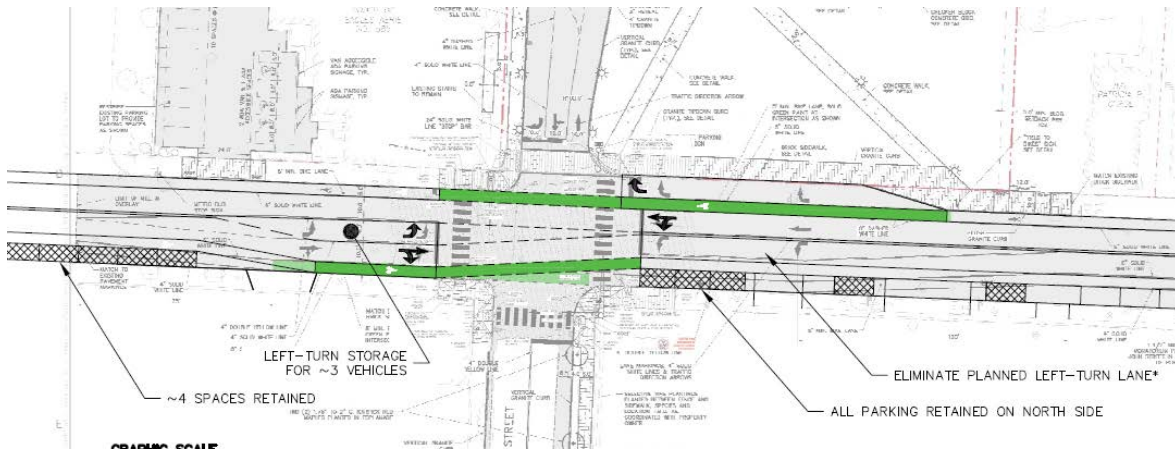


Figure 3: Alternative striping plan A

II. CHANGES TO THE APPROVED STRIPING PLAN TO RESTORE ON-STREET PARKING

1. Alternative Striping Plan A

The first alternative striping plan, first developed in the early fall and shown in *Attachment 1* and *Figure 3*, eliminates the southbound left turn lane from St. John onto D Street shown in MMC's plan, which was designed primarily to serve MMC shuttles circulating between the garage and the hospital's employee entrances. It also shortens the proposed northbound left turn lane and the associated taper from a total length of approximately 65 feet to 40 feet. These changes allow for the retention of all parking spaces on the east side of St. John north of D Street, and some of the parking south of D Street. (Note that the numbers cited on *Attachment 1* and *Figure 3* are approximate. The number of spaces retained north and south of D Street to some extent depends on parking behavior, as none of these spaces are currently striped.) Dedicated on-street bicycle facilities are retained through the D Street intersection. These changes to the striping plan require no modifications to curbing or other physical infrastructure on the approved site plan.

In response to concerns expressed by MMC about this plan, staff conducted both operational and safety analyses of Alternative A:

- A. *Operational analysis:* The City's consulting traffic engineer, Tom Errico, reviewed the traffic modeling developed by MMC during site plan review, modeled operations under Alternative A, and confirmed the adequacy of the alternative design. Mr. Errico's analysis found that the St. John/D Street intersection would operate at acceptable levels without the southbound left turn lane and with the shortened northbound left turn lane. Mr. Errico wrote,

Levels of Service at the subject intersection remain unchanged (or slightly improve) from the permitted Traffic Impact Study. All intersection approaches will operate at excellent levels of service with little vehicle delay.

Vehicle queue lengths for the northbound St. John Street left-turn will be accommodated under Average Conditions and only exceeded by 10 feet under a 95th percentile queue estimate (5% of the time)...

The southbound St. John Street approach will operate at an excellent level of service without the left-turn lane. Estimated queues are similar to those estimated in the Traffic Impact Study...

The complete findings of Mr. Errico's analysis are included in *Attachment 2*.

B. *Safety analysis:* In response to safety concerns about the proposed geometry under Alternative A, DPW provided analysis of similar geometry elsewhere in the city, including Congress at Washington Avenue, Congress at High Street, and on Washington Avenue more broadly. The most apt of these comparisons may be the Congress Street/Washington Avenue intersection, which similarly features a dedicated left turn lane and a shared through/right turn lane on the eastbound approach and only one receiving lane, plus a bike lane, on the opposite side of the intersection (much like the proposed northbound approach at St. John Street/D Street under the alternative striping concept) (*Figure 4*). DPW is not aware of any major safety concerns at this intersection, which is not a high crash location, and has not raised safety concerns regarding Alternative A.



Figure 4: Lane striping at Congress Street at Washington Avenue

C. *Public input:* In addition, staff from Planning & Urban Development reached out to neighbors for input on Alternative A. This outreach included contact via email with a St. John Street neighbor who expressed concerns in this area, as well as to the St. John Valley Neighborhood Association. The only concern expressed by neighbors regarding the parking arrangement in Alternative A relates to the fact that it does not retain all of the existing on-street parking on the east side of St. John Street. Neighbor comment was generally very positive.

2. Alternative Striping Plan B

Following the original writing of this memo, staff became increasingly aware of MMC's reservations regarding Alternative A. As a result, staff has worked with DPW over the last week to develop a second alternative striping plan, Alternative B, which is shown in *Attachment 3* and *Figure 5*. This alternative uses shared bike facilities, as opposed to bike lanes, through the D Street intersection as a means of gaining space to restore on-street parking on St. John Street. As with Alternative A, it requires no change to curb locations. Alternative B would restore all on-street parking on the east side of St. John Street. However, it would also result in the loss of dedicated bicycle facilities through in D Street intersection. Given the timing of the development of this plan, it has not been shared widely with the public prior to being forwarded to the City Council for consideration.

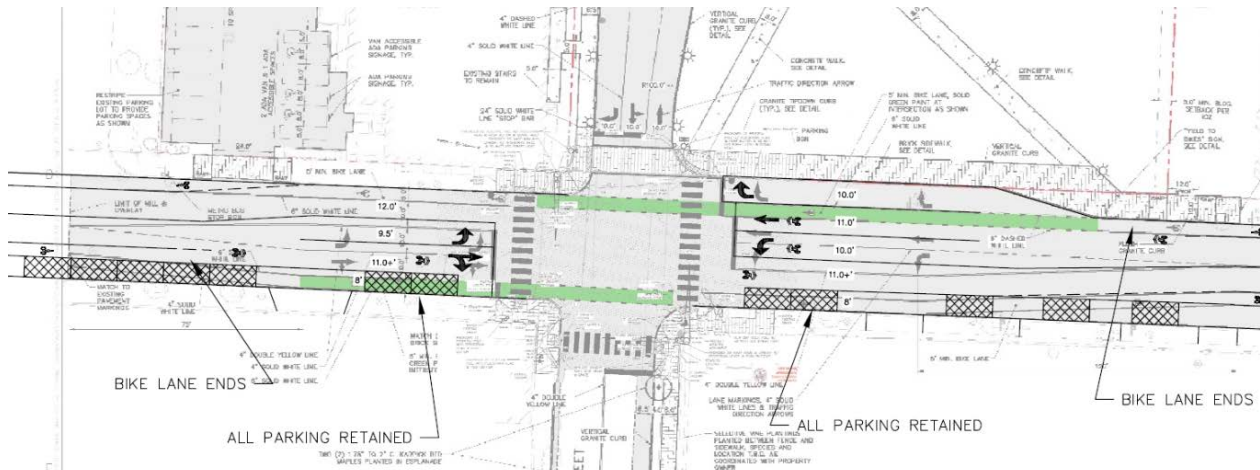


Figure 5: Alternative striping plan B

3. Both alternative striping plans presented here are generally deemed viable by City staff, and are placed before the Council so that they may select a preferred alternative. The major distinction between the two plans is that, in Alternative A, some on-street parking is lost, some vehicular storage capacity at the D Street intersection is lost, particularly for cars queuing into the MMC garage and for MMC's shuttle, and dedicated bicycle facilities are maintained. In Alternative B, all on-street parking is maintained, all storage capacity at the D Street intersection is maintained, but dedicated bicycle facilities are eliminated. For either change to be implemented, the Council would need to approve the alternative striping plan as a change to the city's traffic schedule.

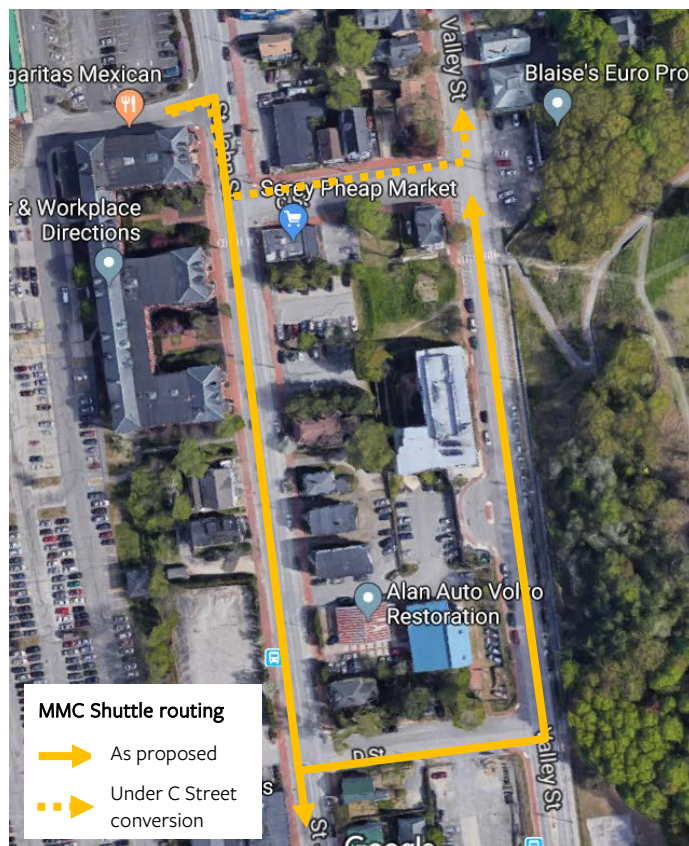


Figure 6: MMC shuttle routing via C Street under a two-way scenario

III. CONVERSION OF C STREET TO TWO-WAY OPERATION

As is noted in Mr. Errico's analysis, Alternative A assumes that C Street will be converted to two-way traffic between St. John and Valley Streets, as this change is integrally tied to the elimination of the southbound left turn lane on St. John Street featured in the approved striping plan. Conversion to two-way traffic on C Street would allow MMC shuttle buses, which will exit the garage property at the 'Margarita's entrance' just north of C Street, to use C Street to access the Gilman Street entrance of the new hospital building instead of D Street (Figure 6). Because this shuttle traffic represented a large proportion of the southbound left-turning vehicle traffic at St. John Street/D Street intersection in the MMC traffic modeling, the elimination of the shuttles obviates much of the need for the southbound left turn lane. Conversion of C Street to two-way traffic would also allow for better connectivity and improved circulation for neighborhood residents and businesses.

The Department of Public Works has developed a plan showing the potential conversion to two-way on C Street, which is included as *Attachment 4*. The conversion would have no impact to on-street parking on C Street, and would require minimal modifications to the street in the way of signage, temporary striping, and temporary messaging.

It appears that the conversion to one-way operations on C Street between St. John and Valley Streets occurred in 2010 as a product of the *St. John/Valley Street Streetscape Improvements Plan*, which recommended the change as a means of addressing sight distance concerns at the intersection of C Street and Valley Street. However, there is no evidence of significant safety analysis at the time. In conjunction with the current plan, DPW has conducted an analysis, particularly at the east end of C Street, to confirm that sight distance is adequate for eastbound traffic stopped at Valley Street. This analysis, which is included in *Attachment 5*, found that sight distances for traffic on C Street turning onto Valley Street are sufficient for the marked speed limit on Valley. Staff also reviewed crash history at the C Street/Valley Street intersection, both pre- and post-conversion to one-way. This review found no evidence of a high crash location in either the pre- or post-conversion condition. Last, staff reviewed the slope of the street and compared against other intersections city-wide where two-way conditions exist, finding numerous similar examples.

As with the alternative striping plans, the two-way conversion was presented to neighbors through the St. John/Valley Neighborhood Association and a neighbor on St. John Street. Staff received one public comment expressing safety concerns about the conversion to two-way traffic, which is included in *Attachment 6*. These concerns relate to both eastbound cars having difficult traversing the slope of C Street during the winter months and sight distance for eastbound vehicles turning onto Valley Street, where speeding is a concern. As noted above, DPW and Planning staff investigated these possible concerns while developing the conversion plan.

Given the findings of DPW's analysis and the potential benefits of a two-way conversion of C Street, not only to the St. John Street/D Street intersection but also in terms of broader neighborhood connectivity and circulation, both the Department of Planning & Urban Development and the Department of Public Works support the two-way conversion should the Council decide to pursue the striping plan designated as Alternative A. Should the Council opt for Alternative B, no change to C Street would technically be necessary. Conversion of C Street to two-way operations represents would represent a change to the traffic schedule. Council action would be required to make the change. DPW has drafted an implementation plan to address operations during and around conversion, which is included in *Attachment 7*.

3. CHANGE IN PARKING REGULATIONS ON EAST SIDE OF VALLEY ST. BETWEEN C AND D STREETS

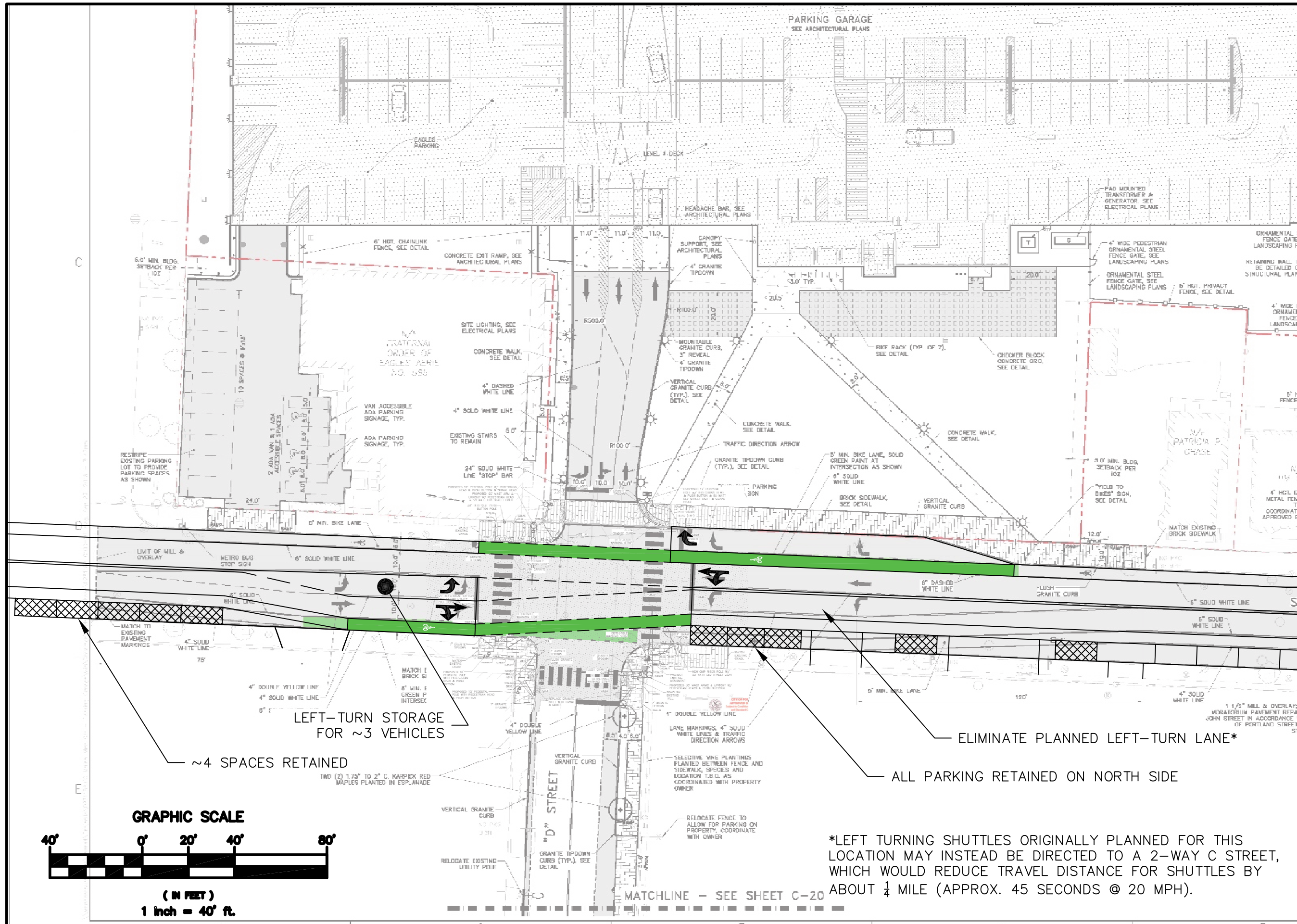
Last, Planning & Urban Development staff, working with the Parking Division, has explored the potential for changes in on-street parking regulations on Valley Street as a way to move employees who may be occupying on-street parking at present into better long-term parking arrangements, thereby preserving on-street parking for high turnover uses and neighborhood residents. After discussions with the Parking Division, staff proposes converting existing unrestricted parking on the east side of Valley Street between C Street and D Street to two-hour parking and extending this on-street parking north to an existing crosswalk at the base of the Western Promenade trail (*Attachment 8*). Residents with stickers would be able to park in these spaces without time limits. Further changes to the time limits were discouraged by the Parking Division out of concern for the impact on neighborhood residents who rely on on-street parking for visitors.

As with the other changes presented here, the change to parking regulations on Valley Street was shared with neighborhood residents via the neighborhood association and a neighbor on St. John Street.

Planning received no written comments. Again, Council action would be needed to change the traffic schedule to modify the time regulations on Valley Street.

Attachments

1. St. John Street Alternative Striping Plan A
2. Traffic Analysis Memo from Tom Errico, 9/12/19
3. St. John Street Alternative Striping Plan B
4. C Street 2-Way Conversion Plan
5. Sight Distance Analysis Memo from Mike Tremblay
6. Public Comment 1 (Moses Sabina, 9/20/19)
7. C Street Conversion Implementation Concept
8. Valley Street On-Street Regulations Plan
9. Public Comment 2
10. Public Comment 3
11. Public Comment 4



REFERENCES:
LDT PROJECT:
DRAWING:
FIELD BOOK:

DESIGNED BY:
M. TREMBLAY

DRAWN BY:
M. TREMBLAY

CHECKED BY:

SCALE:
AS NOTED

DATE: 9/12/2019

ST JOHN STREET AT D STREET TRAFFIC AND PARKING CONFIGURATION

**CITY OF PORTLAND, MAINE
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION**



SHEET #

1 OF 1

PLAN NUMBER

*LEFT TURNING SHUTTLES ORIGINALLY PLANNED FOR THIS LOCATION MAY INSTEAD BE DIRECTED TO A 2-WAY C STREET, WHICH WOULD REDUCE TRAVEL DISTANCE FOR SHUTTLES BY ABOUT 1/4 MILE (APPROX. 45 SECONDS @ 20 MPH).



September 12, 2019

Nell Donaldson
City of Portland
Planning Division

Subject: MMC Parking Garage Traffic Analysis

Hi Nell:

In accord with your request, T.Y. Lin International (TYLI) is pleased to submit our traffic engineering analysis in conjunction with modification to intersection lane configurations as approved by the Planning Board at the St. John Street/D Street/MMC Garage Entrance intersection. The revised intersection plan is depicted on Attachment 1 and eliminates the southbound St. John Street left-turn lane (creates a shared left/through lane) and shortens the northbound St. John Street left-turn lane storage length from approximately 65 feet to 40 feet.

We conducted a SimTraffic Model analysis using the Synchro model and traffic volumes developed by MMC's traffic consultant Gorrill-Palmer. We have provided levels of service, delay (seconds per vehicle) and queue information (feet) for the following scenarios:

- Gorrill Palmer results as reported in their Section 7 Traffic Impact Study dated October 2018.
- Revised Configuration with No Traffic Volume Changes
- Revised Configuration with MMC Shuttles routed to C Street

It should be noted that the October 2018 Traffic Study did not include a southbound St. John Street right-turn lane into the MMC garage. The project is proposing a dedicated right-turn lane into the Garage and our revised analysis assumed the lane is provided.

Tables 1 and 2 summarize a comparison of the SimTraffic model results for the three scenarios. Key findings include:

1. Levels of Service at the subject intersection remain unchanged (or slightly improve) from the permitted Traffic Impact Study. All intersection approaches will operate at excellent levels of service with little vehicle delay.
2. Vehicle queue lengths for the northbound St. John Street left-turn will be accommodated under Average Conditions and only exceeded by 10 feet under a 95th percentile queue estimate (5% of the time). I would note that the traffic volumes assigned to the parking garage (and used in the traffic model) assumed

all MMC traffic originating from Commercial Street and Veteran's Memorial Bridge will turn left onto St. John Street and enter the garage from the subject left-turn lane. Given my knowledge of the study area, I do not expect all garage-bound traffic to take this route. I would expect a significant percentage of MMC employees will find it quicker to continue on Valley Street and turn left onto D Street. Accordingly, the volume in the subject left-turn lane will be lower and the associated queues shorter.

3. The southbound St. John Street approach will operate at an excellent level of service without the left-turn lane. Estimated queues are similar to those estimated in the Traffic Impact Study. The Traffic Impact Study estimated 28 MMC shuttles would make this southbound St. John Street left-turn onto D Street during the AM and PM peak hours. I would suggest that C Street be converted to a two-way street and MMC shuttles routed to C Street. This would significantly reduce the left-turn volume onto D Street and further reduce delay and queues.

Table 1 MMC Garage / D Street / St. John Street AM Peak Hour			
Level of Service and Delay (seconds per vehicle)			
Approach	GP TIS AM Post	AM City Concept	AM City Concept with Shuttles to C
Garage EB	B (13.7)	B (11.3)	B (10.9)
D WB	A (5.4)	A (5.6)	A (5.2)
St. John NB	A (5.8)	A (7.0)	A (6.4)
St. John SB	A (6.8)	A (7.8)	A (6.9)
Overall	A (7.6)	A (8.3)	A (7.6)
Average Queue (95th% Queues) in Feet			
Garage EB Left/Through	63 (105)	61 (106)	55 (95)
Garage EB Right	29 (53)	21 (53)	22 (44)
D Street Left/Through/Right	11 (36)	9 (30)	10 (33)
St. John NB Left	19 (46)	22 (50)	19 (47)
St. John NB Through/Right	52 (98)	33 (80)	32 (79)
St. John SB Left	24 (63)	N/A	N/A
St. John SB Left/Through	N/A	87 (166)	77 (137)
St. John SB Through/Right	83 (145)	N/A	N/A
St. John SB Right	N/A	51 (110)	47 (101)

Table 2 MMC Garage / D Street / St. John Street PM Peak Hour			
Level of Service and Delay (seconds per vehicle)			
Approach	GP TIS PM Post	PM City Concept	PM City Concept with Shuttles to C
Garage EB	B (12.0)	B (11.9)	B (12.5)
D WB	A (4.9)	A (4.6)	A (3.7)
St. John NB	A (8.9)	A (8.5)	A (8.1)
St. John SB	B (12.7)	B (11.6)	A (9.9)
Overall	B (11.2)	B (11.0)	B (10.3)
Average Queue (95th% Queues) in Feet			
Garage EB Left/Through	89 (147)	92 (155)	89 (156)
Garage EB Right	42 (81)	31 (73)	33 (80)
D Street Left/Through/Right	14 (37)	15 (39)	13 (37)
St. John NB Left	13 (44)	13 (37)	13 (40)
St. John NB Through/Right	83 (157)	45 (98)	46 (103)
St. John SB Left	33 (84)	N/A	N/A
St. John SB Left/Through	N/A	124 (227)	111 (186)
St. John SB Through/Right	133 (239)	N/A	N/A
St. John SB Right	N/A	36 (96)	37 (99)

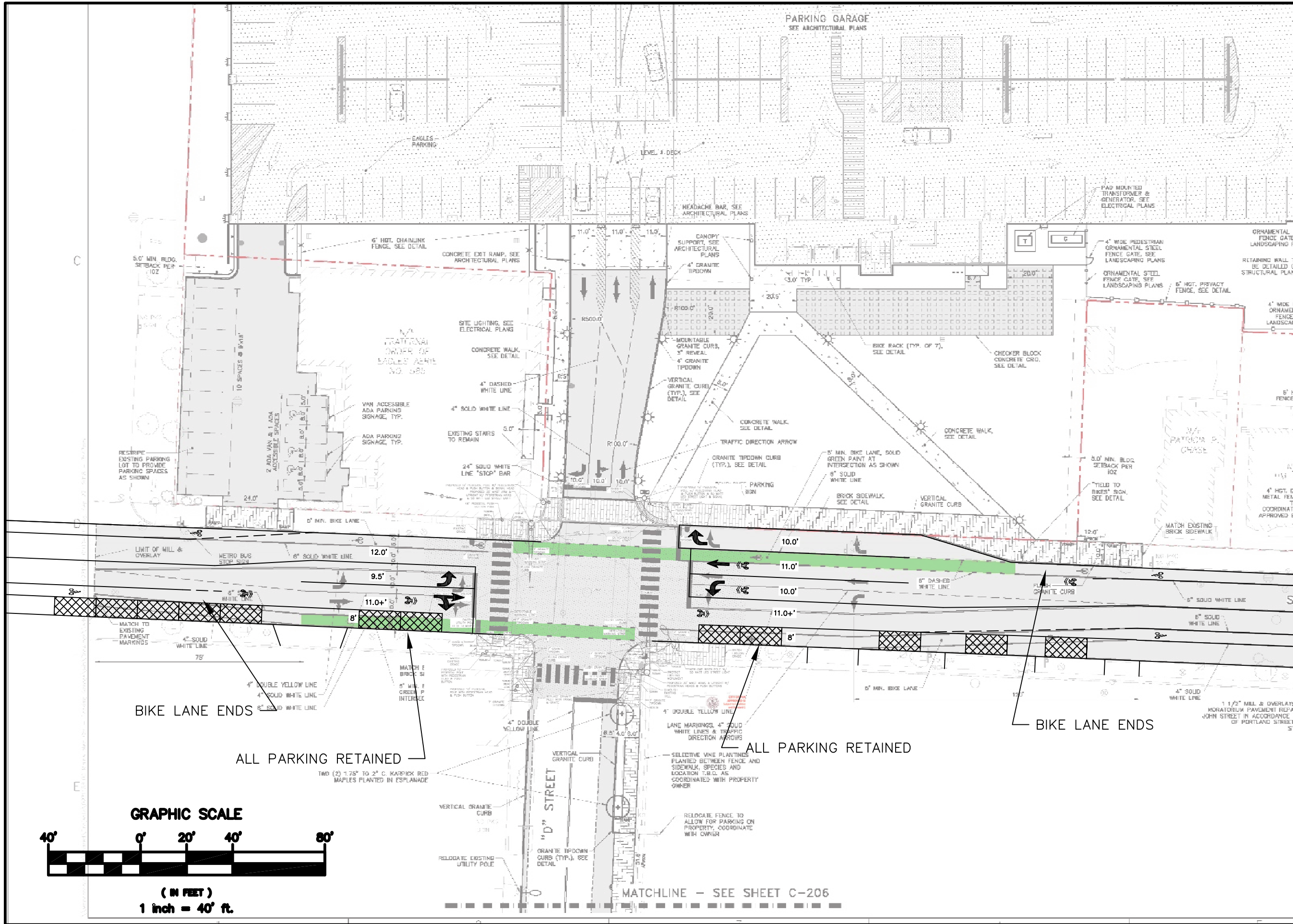
If you have any questions, please contact me.

Best regards,

T.Y. LIN INTERNATIONAL



Thomas A. Errico, PE
Senior Associate / NE Traffic Engineering Director



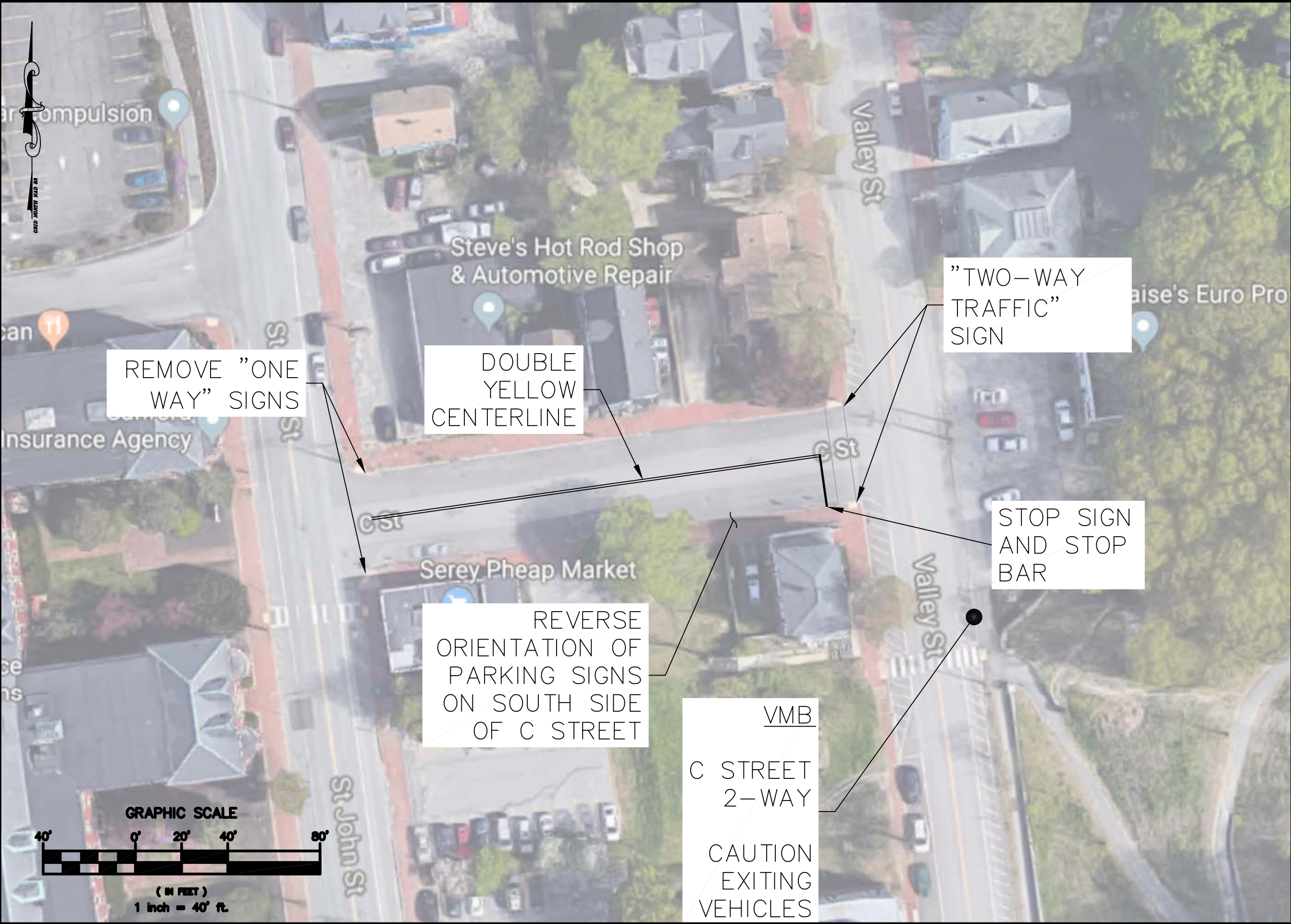
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ST JOHN STREET AT D STREET
TRAFFIC AND PARKING
CONFIGURATION

CITY OF PORTLAND, MAINE
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION



SHEET #	1	OF	1
PLAN NUMBER			



REFERENCES: LDT PROJECT: DRAWING: FIELD BOOK:	
DESIGNED BY: M. TREMBLAY	DRAWN BY: M. TREMBLAY
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DATE: 9/16/2019	
SKETCH - NOT FOR CONSTRUCTION DISCUSSION PURPOSES ONLY	
C STREET TWO-WAY CONVERSION TRAFFIC CONTROL PLAN	CITY OF PORTLAND, MAINE PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION
SHEET # 1 OF 1	
PLAN NUMBER	

Portland, Maine



Yes. Life's good here.

Date: September 12, 2019
Subject: Sight Distance calculations for C Street at Valley Street
To: Helen Donaldson, City of Portland Planning Division

Dear Nell,

Sight distance calculations were conducted by City of Portland DPW staff, including myself, on the afternoon of September 12, 2019. Standard American Association of State Highway Transportation Officials (AASHTO) Highway Design Manual methodology was used. Sight distance was calculated along Valley Street, while simulating a motorist in a vehicle on C Street, assuming a driver eye height of 3.5 feet and an oncoming object height of 2 feet. During our site visit, at least one vehicle used C Street opposite the existing one-way restriction.

Sight distance was calculated as 176 feet to the south of C Street and 230 feet to the north of C Street. The sight distance to the north of C Street was dictated by on-street parking occupancy on the west side of Valley Street. Sight distance to the south is dictated by a vertical curve roughly 150 feet east of C Street, and is not dictated by on-street parking as there is no parking on Valley Street immediately south of C Street.

These sight distances are sufficient for the marked 25mph speed limit on Valley Street. There is sufficient sight distance to the north for a southbound vehicle traveling at 33 mph to come to a stop, and sufficient sight distance to the south for a northbound vehicle traveling at 28 mph to come to a stop.

The AASHTO standard assumptions of perception-reaction time and deceleration rate are notably conservative. Generally, 90% of drivers perceive and react faster than the AASHTO-standard perception-reaction time of 2.5 seconds, and 90% of drivers brake more rapidly than the AASHTO-standard braking rate of 11.2 ft/s^2 . As such, while stopping sight distances do not greatly exceed the posted speed limit, these conservative assumptions provide an additional safety factor for wet pavement conditions, speeding on Valley Street, etc.

It should also be noted that the AASHTO-standard driver eye height of 3.5 feet assumes a driver in a standard passenger vehicle (sedan). Shuttle bus drivers will most likely be sitting significantly higher than this, allowing for additional sight distance above and beyond what was measured and documented in this memo.

Respectfully,

Mike Tremblay, P.E.
Senior Engineer
207-874-8881
mtremblay@portlandmaine.gov

212 Canco Road / 207-874-8801/ portlandmaine.gov



Helen Donaldson <hcd@portlandmaine.gov>

follow up on parking on St. John Street

moses sabina <mosessabina@yahoo.com>

Fri, Sep 20, 2019 at 6:35 PM

To: Helen Donaldson <hcd@portlandmaine.gov>

Cc: Stjohnvalleyneighborhood <stjohnvalley@live.com>

Nell,

Just speaking for myself here, and sorry this is late. My concern with this plan would be the return of C to a two-way street. We changed it to a one way because of serious safety reasons that we had all witnessed and experienced; the traffic headed up C toward Valley has to climb a fairly steep incline, and cars were backsliding as they came to the top of it during winter conditions. In addition, it's a blind turn onto Valley toward MMC; vehicles turning from C onto Valley cannot see northbound oncoming traffic over the crown of the hill of Valley. Despite our attempt at speed control through striping and planted (with the most beautiful weeds) medians, northbound traffic on Valley is almost always going 10-20 over the speed limit. In my mind, designating C as a shuttle route is a recipe for disaster. Best, Moses

[Quoted text hidden]

Mike Tremblay

Mon, Sep 16, 10:55
AM (7 days ago)

to Tom, Jeremiah, me, Bruce

All, especially Nell --

See attached sketch for C Street conversion. Pretty basic stuff. Some notes below:

- As I mentioned, I don't think C Street warrants a permanent centerline (MUTCD only mandates them above 6,000 VPD on collectors/arterials, and recommends them at 4,000 VPD, unless warranted by an engineering study). They're allowed on any two-way street that's 16 feet or wider. Given the change in traffic pattern, I think a centerline is needed at first, but this can be allowed to fade and only reapplied if deemed necessary. All in all we aren't talking about a huge amount of paint, but centerlines do encourage speeding (believe it or not) so I prefer to only paint them where needed or where mandated by MUTCD.

- A propos of the above, a [flexible delineator](#) (yellow) may be placed on the centerline, maybe 20 or so feet back from the new stop bar at Valley Street, to force vehicles to orient themselves correctly and not drive down the center of the roadway while still allowing vehicles the space they need to turn onto C Street. This can be removed once people get the hang of the new pattern, or left there even after the paint fades.

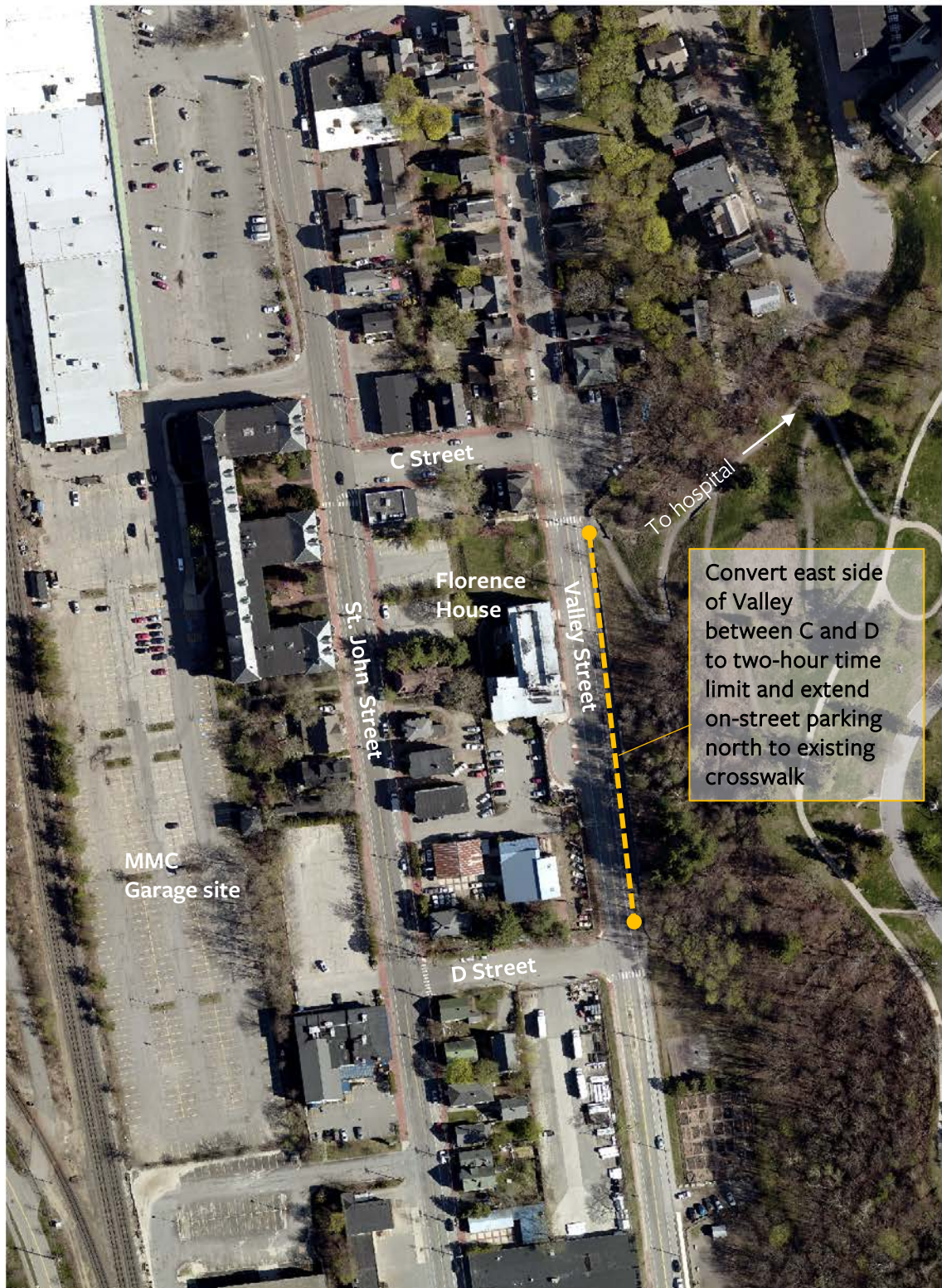
- Variable Message Board (VMB) on Valley Street NB is optional, but given the sight distance concern, it may make sense for people to at least be ready for the possibility of a vehicle exiting from C Street. There's even a handy place to put a VMB, which is rare, but any VMB should be placed north of the crosswalk so that it doesn't block northbound drivers' view of a potential pedestrian in the crosswalk. The VMB could also be deployed ahead of the conversion to alert folks that this will be happening. If there are more VMB's available, they could be placed on all four approaches to C Street on St. John and Valley (just don't put them in the bike lane or sidewalk...).

Aside from that, other outreach is encouraged, including direct outreach ot the immediate abutters and flyers on parked cars in the area would be a good idea (I live not far from here and could volunteer for nighttime flyering duty -- best for alerting residents rather than transient daytime visitors), as well as electronic communications.

Hope this helps!

-Mike

Mike Tremblay, P.E.
Senior Engineer
Engineering Division
Department of Public Works
City of Portland, ME
mtremblay@portlandmaine.gov
P. 207.874.8881 F. 207.874.8852



Proposed Changes to Valley Street On-Street Parking Regulations



Helen Donaldson <hcd@portlandmaine.gov>

follow up on St. John Street

Alan Auto <volvo@maine.rr.com>

Mon, Sep 16, 2019 at 5:48 PM

To: Helen Donaldson <hcd@portlandmaine.gov>

Nell,

Thanks so much for all your consideration on this.

The new plan is heartening. Although we- all here, residences and businesses, are impacted by any changes in on-street parking availability, those affected the greatest are 167-171 St John (three houses) as they are residences with no off-street parking available associated with their homes. Perhaps you saw the video of little Faith which Beth sent out. She lives at 169. If you don't know where the property lines/house numbers coincide with the new plan I can measure it assuming the graphic scale is fairly accurate. If the "adjacent parking" is preserved in the 167-171 window there will be a greater measure of relief here on the street.

I will share this around after I figure the location of parking vs. house numbers.

Alan

[Quoted text hidden]

[Quoted text hidden]

Notice: Under Maine law, documents - including e-mails - in the possession of public officials or city employees about government business may be classified as public records. There are very few exceptions. As a result, please be advised that what is written in an e-mail could be released to the public and/or the media if requested.



Helen Donaldson <hcd@portlandmaine.gov>

follow up on St. John Street

Alan Auto <volvo@maine.rr.com>

Thu, Sep 26, 2019 at 5:31 PM

To: Helen Donaldson <hcd@portlandmaine.gov>

Nell,

Shaw Bros. is aware of the possible grade problem with the sidewalk relative to the garage floor on D St. for what that's worth. They said at minimum they will attempt to keep them at the same height ; but optimally work toward a 2% gradient (1/4 in./foot). It could be that your (Jodie's) intervention may still be necessary assuming there even is a problem. If there is it would be too late after the side walk is in.

We , Tim of the St John Valley Neighborhood Association and Chris , Deb, and I who own most of the properties on this side of St John St. and in particular the properties without off-street parking, met last evening. We measured off the approximate affected area. We are pleased with the City's efforts to remedy this problem and the commensurate resolution. The further suggestions of utilizing both sides of D St for full time parking versus alternate side as currently and designated parking on Valley St will surely help us here as well. Thanks you so much for you efforts on our behalf.

Alan Prosser.

[Quoted text hidden]



Helen Donaldson <hcd@portlandmaine.gov>

follow up on parking on St. John Street

moses sabina <mosessabina@yahoo.com>
To: Helen Donaldson <hcd@portlandmaine.gov>
Cc: Stjohnvalleyneighborhood <stjohnvalley@live.com>

Fri, Sep 27, 2019 at 2:48 PM

Nell,

Thanks for your message. I understand the politics and tradeoffs in play in this situation. Getting eight parking spots back to the neighbors is a good thing. Technically, I'm sure the analysis can support a case for safety; please bear in mind that we made those changes because we live there and experience those streets on a daily basis in all conditions at all times of the day. It will be disappointing to see safety measures enacted by a neighborhood/city collaborative five year CDBG process reversed so that MMC can shave time off their shuttle commute.

Before the CDBG medians were installed they were painted in with stripes as a trial for six months to a year. Likewise, it would be beneficial for MMC to try things out before making permanent changes.

Regarding speed calming on Valley, we had asked for raised tables, but public works would not give them to us, citing cost and plowing issues. I see there's another median going in, which can't hurt. The only other thing I can think of is one of those solar powered signs that tells you how fast you're going. Also, please remember to address the issue of cars backsliding in wintery conditions. I appreciate your roll and efforts in these matters.

Best, Moses

[Quoted text hidden]

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

KIMBERLY COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**AMENDMENT TO THE PORTLAND CITY CODE CHAPTER 17
RE: FACIAL RECOGNITION TECHNOLOGY PROHIBITION**

WHEREAS, the residents of the City of Portland value privacy as an essential element of their individual freedom; and

WHEREAS, facial recognition technology and other biometric surveillance technology pose unique and significant threats to the civil rights and civil liberties of residents and visitors; and

WHEREAS, the use of facial recognition technology and other biometric surveillance is the functional equivalent of requiring every person to show a personal photo identification card at all times in violation of rights guaranteed by the First, Fourth, and Fourteenth Amendments to the United States Constitution; and

WHEREAS, this technology allows people to be tracked without consent, generating databases about law-abiding Portlanders that may chill the exercise of free speech in public places; and

WHEREAS, facial recognition and other biometric surveillance technology has been repeatedly demonstrated to misidentify women, young people, and people of color and to create an elevated risk of harmful "false positive" identifications; and

WHEREAS, facial recognition and other biometric surveillance would corrupt the core purpose of officer-worn body-worn cameras by transforming those devices from transparency and accountability tools into roving surveillance systems; and

WHEREAS, the use of facial recognition and other biometric surveillance would disproportionately impact the civil rights and liberties of persons who live in highly

policed neighborhoods, and its use would diminish effective policing and public safety by discouraging people in these communities, including victims of crime, undocumented persons, people with unpaid fines and fees, and those with prior criminal history from seeking police assistance or from assisting the police;

NOW, THEREFORE, BE IT ORDERED, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORTLAND, that the Portland City Code is hereby amended by adding an Article, to be numbered XI, which said Article reads as follows:

ARTICLE XI. FACIAL RECOGNITION TECHNOLOGY

Sec. 17-129. Purpose.

The purpose of this Article to protect the privacy and civil liberties of the residents of the City of Portland.

Sec. 17-130. Definitions.

For the purposes of this Article, the following terms have the following meanings:

Employee means a regular employee of the City of Portland acting in their official capacity.

Facial recognition technology means an automated or semi-automated process that assists in identifying or verifying the identity of an individual based on an individual's face.

Official means an elected or appointed official of the City of Portland acting in their official capacity.

Sec. 17-130. Facial Recognition Technology Prohibition.

No city official or employee shall obtain, retain, access, or use any facial recognition technology or information provided by any facial recognition technology.

MEMORANDUM
City Council Agenda Item

FROM: Ted Musgrave
DATE: November 5, 2019
SUBJECT: **Order 76-19/20 Declaring January 30, 2020 to February 1, 2020 the CarnavalME 2020 Festival – Sponsored by Jon P. Jennings, City Manager**
SPONSOR: City Manager
(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

Final Action

Can action be taken at a later date: Yes

PRESENTATION: None

I. SUMMARY

CarnavalME 2020 is a three-day winter festival on the Eastern Promenade, which will offer many outdoor recreational activities to greater Portland residents.

II. AGENDA DESCRIPTION

This order declares January 30, 2020 to February 1, 2020 the CarnavalME 2020 Festival.

CarnavalME 2020 will run Thursday, January 30, 2020 through Saturday, February 1, 2020 and will be held on the Eastern Promenade Park (including the hillside and Cutter Street parking lots). Some events will be free to attendees, and others will be ticketed events. Additional details about the event are included in the agenda backup.

Consideration of this item was postponed to this meeting at the November 4, 2019 City Council Meeting. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

In the 1920's, thousands of people came to Portland for a Winter Festival. The city was turned into a winter spectacle of ice castles, sculptures, sled dogs, ski jumping, and outdoor festivities. Now, a century later, event organizers named Shamrock Sports Group LLC will bring the party back to leverage Maine's best experiences. Eastern Prom area will be used as the festival zone. An artist rendering of Festival area is included in the attached proposal.

CarnavalME 2020 will run Thursday, January 30 through Saturday, February 1, 2020, and will be held on the Eastern Prom (hillside and Cutter Street parking lots). Some events will be free to attendees, others will be ticketed events. 5000 people are expected over the course of the three day event.

A portion of the proceeds from the festival will benefit WinterKids. Preliminary plans for the festival have been reviewed by Friends of Eastern Promenade, and they have endorsed the event.

Parking for the event will be provided by parking garages and parking lots in the downtown and old port areas. Maine Narrow Gauge Railroad will provide shuttle service to and from the Fore Street / Ocean Gateway area. In the event of snow ban parking, residents will be able to park in the lower and upper parking lots on Cutter Street.

Highlights from the Festival include:

CarnavalME Gala - Thursday, January 30, a ticketed event featuring craft brews, cocktails and wine paired with local cuisine.

Bites & Brews - Friday, January 31 and Saturday, February 1, a ticketed event showcasing Maine craft brewers and local chefs, all located inside a giant igloo.

Illumination – the Eastern Prom hillside will come alive with color and light.

Ice Sculptors – Maine-themed ice sculptures will adorn the Eastern Prom and activity areas.

Igloo – Organizer Shamrock Signature will work with a Canadian based company, Inflatable Tent, to have one 80’ diameter inflatable dome igloo – which will host the “Bites + Brews” activities.

Rail Jam – Organizers will work with Sunday River’s team to build a Rail Jam for skiers and snowboarders, and will use the existing hill of the Eastern Prom as the Rail Jam slope.

Narrow Gauge Railway – The Narrow Gauge will be used as a means of transportation to and from the event area.

Games for the family - In addition to the above events, there will be a large outdoor game area where families can gather and play outdoor sports.

For the event to take place, the Eastern Prom hillside and Cutter Street (and its parking lots) need to be set aside for exclusive use by the organizers from Tuesday, January 28 through Monday, February 3, 2020. Much of the Eastern Promenade Park will remain open and available to the public. The Festival Zone extends from Fort Allen Park to the Tennis Courts on the Eastern Prom, and from Eastern Prom sidewalks along that stretch of property, east to Casco Bay (the Eastern Prom Trail also included in the Festival Zone).

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

Festival organizer will cover all costs associated with event, including staff fees and license fees.

VI. STAFF ANALYSIS AND BACKGROUND

VII. RECOMMENDATION

The Department of Parks, Recreation and Facilities recommends passage.

VIII. LIST ATTACHMENTS

1. Carnaval ME 2020 11.4.2019
2. CarnavalME 2020 - PROPOSAL UPDATED (11-12-19)
3. CarnavalME 2020 - revised Application

Prepared by:

Ted Musgrave

Date: 11/5/2019

Order 76-19/20

Motion to postpone: 8-0 (Mavodones absent) on 11/4/2019

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
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**CITY OF PORTLAND
IN THE CITY COUNCIL**

KIMBERLY COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER DECLARING JANUARY 30, 2020 TO FEBRUARY 1, 2020
THE CARNAVALME 2020 FESTIVAL**

ORDERED, that January 30, 2020 To February 1, 2020 is hereby declared to be the CarnivalME Festival, sponsored by Shamrock Sports Group LLC; and

BE IT FURTHER ORDERED, that the CarnivalME Festival area shall be Fort Allen Park, the Eastern Promenade Park, the Eastern Prom Trail, Cutter Street and Cutter Street parking lots, and adjacent sidewalks; and

BE IT FURTHER ORDERED, that the Eastern Promenade Park hillside and Cutter Street parking lots shall be reserved for the use of the organizers on January 28 and 29, 2020, to prepare for the event; and

BE IT FURTHER ORDERED, that Cutter Street may be posted No Parking on Festival days; and

BE IT FURTHER ORDERED, that vehicles in violation of the “no parking” signs in the Festival Area shall be towed at owner’s expense; and

BE IT FURTHER ORDERED, that Shamrock Sports Group LLC shall charge admission for some events during the Festival; and

BE IT FURTHER ORDERED, that the CarnivalME Festival Area shall be closed to licensed street vendors as provided in §19-17 and §19-22 of the Portland City Code; and

BE IT FURTHER ORDERED, that the City Manager is authorized to issue a revocable permit to the organizer under §§25-26—25-28 of the Portland City Code to conduct said Festival, subject to the direction and control of the City Manager and to the following specific conditions:

1. The Shamrock Sports Group LLC shall defend, indemnify and hold harmless the City of Portland, its officers and employees, from and against all claims arising out of or resulting from the Festival and/or use of City streets and property for said Festival, and shall procure and maintain public liability insurance in the minimum amount of \$400,000 per occurrence for personal or

bodily injury, death or property damage and covering the obligation of indemnification hereunder. Shamrock Sports Group LLC shall provide the City with a certificate showing evidence of such insurance and showing the City as an additional insured on said insurance;

2. No alcoholic beverages may be sold on the streets or public property during the Festival within the Festival Area, except in fenced-off designated areas, with Public Assembly Facilities staff to provide ID checkers at alcohol-service areas, in the middle and lower Cutter Street parking lots;

3. Shamrock Sports Group LLC shall comply with all Public Assembly Facilities Division conditions for use of grounds, and requirements for food service, vending sales, tent and stage installations and other items specified in that permit shall be adhered to;

4. City permit fees, license fees, and costs for city staff assistance will be paid by the organizer, and the organizer will hire Police Officers and Parking Control Officers to assist with street closures and hire Public Assembly Facilities staff to oversee Festival;

5. Shamrock Sports Group LLC shall have sole authority over participating vendors at the Festival and may charge a fee to vendors for the opportunity to vend at the CarnavalME Festival;

6. In addition, the Business Licensing Office shall charge the usual fees for licensing food vendors, and street goods vendors for the Festival to those vendors Shamrock Sports Group LLC has agreed shall participate;

7. Shamrock Sports Group LLC, shall rent a sufficient number of porta-potties to accommodate expected attendance; and

8. Public Assembly Facilities Division concert license conditions shall be complied with and any and all amplified music and public announcements shall be maintained at a reasonable noise level (under 85 decibels) and be configured by the event organizer to focus volume away from residential housing and neighboring business, limiting any impact in the area by the sound level;

BE IT FURTHER ORDERED, that the City Manager is authorized to waive fees and to issue such other temporary licenses, including licenses for food service establishments, as may be required by the Portland City Code, provided that all other applicable Code requirements for the operation of the Festival have been met.



CARNAVAL ME PROPOSAL

Dates:

Tuesday, January 28:	Build-Up Begins
Wednesday, January 29:	Build-Up Continues
Thursday, January 30:	Portland Press Herald Business Forum 7am-9am and Maine Bicentennial Gala 7pm – 10pm
Friday, January 31:	Carnaval ME 11am – 10pm
Saturday, February 1:	Carnaval ME 11am – 10pm
Sunday, February 2:	Move-Out
Monday, February 3:	Move-Out. Eastern Prom cleared

(SEE “EXHIBIT A” FOR A MORE-DETAILED SCHEDULE)

Location: Eastern Promenade, Portland, ME

What:

As a sister event to *Carnaval de Quebec* – a 10-day winter festival bringing millions of visitors to the region since 1894 – **Carnaval ME** will bring back the history and heritage of winter festivals in Portland. In 2020, we are anticipating 5,000 attendees over a 3-day event with a plan to grow the timeline to one similar to *Carnaval de Quebec*’s in the future.

We want to provide a platform that leverages Maine’s best experiences and shows that Maine winters are something to be enjoyed, not something to be endured. In the 1920’s, thousands of people came to Portland for a Winter Festival as the city was turned into spectacle of ice castles, sculptures, ski jumping, and other outdoor activities. Now, nearly a century later, we’re ready to bring the celebration of winter back.

Cause:

We are seeking to build a celebration of Maine that not only drives economic impact and presents the state as a destination for all season but promotes charitable giving year in and year out.

As a driver for this, the 2020 **Carnaval ME** will partner with WinterKids as its charitable beneficiary.

Epic Experiences:

Maine Bicentennial Gala – The gala will take place on Thursday, January 30th as the opening party for weekend festivities. This ticketed event will have guests arriving to the Eastern Promenade via the



Narrow Gauge Railway, where they will enjoy an evening of local craft beer, cocktails and wine paired with unique local cuisine. Estimated headcount of 300-350.

Bites & Brews – The Bites & Brews sessions will serve as add-on experiences to the Carnaval ME General Admission pass with four sessions between Friday and Saturday. The sessions will consist of six different pairings of Maine craft brewers and local chefs, providing attendees with a priceless gastro experience. Each session will take place inside of the inflatable igloo. We would like to offer 350 tickets per session.

Session #1: Friday 3:00-5:00pm

Session #2: Friday 8:00-10:00pm

Session #3: Saturday 3:00-5:00pm

Session #4: Saturday 8:00-10:00pm

Illumination – We will work with professional illumination artists from across New England to create a magical scene around the event space. We will use the surrounding trees and hillside to feature traditional lighting alongside several unique artist installations.

Ice Sculptures – We are working with world-renowned ice sculptor Jason Bluck, of SubZero Ice Carvings in Lisbon, ME, to create Maine-themed ice sculptures that will include: a black bear, a silhouette of Maine, lobster and lobsterman selfie sculptures, and a 10' by 6' depiction of the original 1901 Maine Flag. These curations will be a central attraction in the event space with Jason performing live demonstrations throughout the event.

Inflatable Igloo – We are working with a Canadian-based company, Inflatable Tent, to have one 80' diameter, inflatable dome igloo that will house the Maine Bicentennial Gala and Bites & Brews sessions. (SEE "EXHIBIT B" FOR IGLOO DIMENSIONS)

Maine Beer Box – The Maine Beer Box will be used throughout the entire event, featuring local Maine breweries and curated offerings. It will be covered with a tent to create a Beer Garden that connects to the Inflatable Igloo. Attendees will be able to purchase drinks from the Maine Beer Box outside the hours of the Bites & Brews sessions.

Rail Jam – We are working with Sunday River's experienced team to build a Rail Jam for skiers and snowboarders, providing entertainment for attendees of all ages. Friday's competition will be an officially-sanctioned event with the United States of America Snowboard and Freeski Association (USASA). Saturday's competition will feature Gould Academy students that train at Sunday River. Additionally, Sunday River will provide a staffed area for children to try on and get comfortable with skis and snowboards. Should there be no snow, Sunday River will blow snow for us and we are working with them to minimize noise from snow guns.

Sledding Hill – We will work with the City and Park's crew to determine best location.

Narrow Gauge Railway – We are working with Wes of Narrow Gauge to use the train service as a means of transportation to and from the event and as an experience itself for attendees as they ride along the waterfront. We are still confirming programming details, but have been assured that 5,000 attendees across three days will not be an issue with capacity.



Operations:

Fencing – The perimeter will be the entire middle parking lot, the Rail Jam and sledding area, the ‘Learn-to-Ski’ area and Food Truck area if allowed. If possible, we want to allow adults to enjoy their beverage while walking around to different activities with their children.



Portable Toilets – Luxury trailer portable toilets will be lit & warm with two stalls in each of the Men’s and Women’s rooms. ADA bathrooms will be single porta potties. Toilets will be inside of the fencing/perimeter. There will be a water tank and bathroom attendant onsite.

Street Restrictions – Restrictions will be limited to one lane of Cutter Street from the top of middle lot and down to Narrow Gauge Railway for pedestrian traffic all day on Thursday (01.30), Friday (01.31), and Saturday (02.01). We will treat this roadway to accommodate safe walking conditions. No cars will be displaced.

Parking – Attendees will park in the Ocean Gateway parking lot. In the event of snow ban, we will send out alerts to attendees via email about alternative parking in parking garage adjacent to WEX. The lower lot at Eastern Promenade will be used for staff and equipment storage unless there is a snow ban in which case, we will not take any parking spots to allow for EP residents to park. The middle lot will be used for 4-6 food trucks however, if there is a snow ban, we will find alternative parking spot.



Snow Ban – No cars will be displaced.

Trash Plan – We will present trash plan to PAFD and will work with them for trash removal. Receptacles will be provided by Shamrock and PAFD will collect.

Security/Paramedics – Security will be provided by PAFD. Perimeter will be enforced and restricted with snow fence up the face of the hill 24/7. A paramedic will be onsite during the Rail Jam.

Staff – PAFD staff for Beer Garden, ID checkers, perimeter staff and street staff. PCO's will be hired if required for a street closure.

Move-out – Restore hill to original condition on Monday. We will pay a security deposit if necessary for the hillside where we will hold the Rail Jam.

Tents/Igloos – Structures will not be staked into ground. We will provide adequate weights (12, 3500 lb concrete blocks) to secure igloo per the suggestion of the igloo builder.

Power – Generators will be brought onsite for power needs.

Food & Beverage – We will go through Business Licensing and PAFD for all permits. Thursday's Maine Bicentennial Gala will be catered for guests whereas Friday and Saturday's Bites & Brews sessions will be provided by pairings between local breweries and restaurants. No cooking will be done onsite. Restaurants will prepare food before arrival but will have a tented area for prep/plate before bringing into Bites & Brews igloo. All food and beverage vendors are licensed in Portland.

Ticketing – Ticketing will be done through Cueto Event Services, a web-based ticketing service provider.

Eastern Promenade – We have met with the 'Friends of the Eastern Promenade' and will continue to work with them to ensure we foster a great relationship with EP residents. We are also going to be meeting with the Munjoy Hill Association. We will work on a notification plan for the residents so they are aware of exactly what will be happening and can contact us with questions or concerns.

Open Fires – We will have 3-5 LLBean fire pits, which are city-approved already, for s'mores making.

Staging – Staging will be minimal with a small stage inside igloo and a small stage supporting the snow globe outside for DJ.



EXHIBIT A: Preliminary Schedule

Monday, January 27th

Load-In and Build-Up

Tuesday, January 28th

Build-Up and Vendor Deliveries (Maine Beer Box, Inflatable Igloo, Illumination)

Wednesday, January 29th

Build-Up and Vendor Deliveries (Rail Jam)

Thursday, January 30th

Build-Up and Vendor Deliveries (Ice Sculptures, Bathrooms, Catering)

7:00am – 9:00am: Portland Press Herald Business Forum (Maine: A State for All Seasons)

7:00pm – 10:00pm: Maine Bicentennial Gala

Friday, January 31st

11:00am: Carnaval Gates Open

11:00am – 3:30pm Sunday River Learn-to-Ski Area

11:30am – 2:30pm: Ice Carving Demonstration from Jason Bluck

3:00pm – 5:00pm: Bites & Brews Session #1

USASA Rail Jam Competition

8:00pm – 10:00pm: Bites & Brews Session #2

(There will be additional outdoor games and experiences to enjoy around the event space like Giant Jenga, Giant Connect Four, Cornhole, and more.)

Saturday, February 1st

11:00am: Carnaval Gates Open

11:00am – 3:30pm Sunday River Learn-to-Ski Area

11:30am – 2:30pm: Ice Carving Demonstration from Jason Bluck

3:00pm – 5:00pm: Bites & Brews Session #1

Gould Academy Rail Jam Competition

8:00pm – 10:00pm: Bites & Brews Session #2

(There will be additional outdoor games and experiences to enjoy around the event space like Giant Jenga, Giant Connect Four, Cornhole, and more.)

Sunday, February 2nd



Move-Out Day and Event Space Cleared

Monday, February 3rd

Final Cleaning and Move-Out Day Continued (to restore site to original condition)



EXHIBIT B: Igloo Details

IGLOO DETAILS: <http://inflatabletent.ca>

Dimensions below are in CM. We will provide illuminated exit signs if needed.

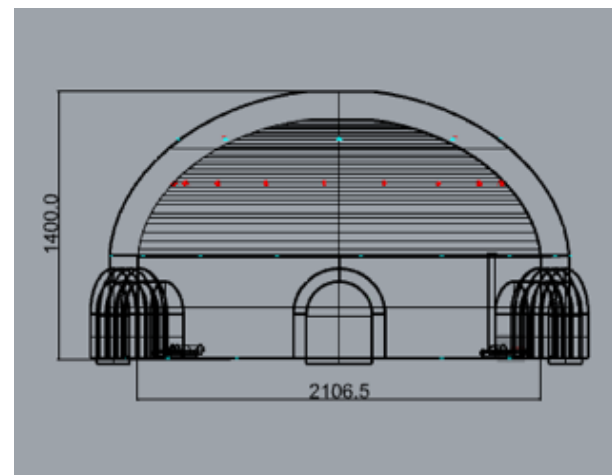
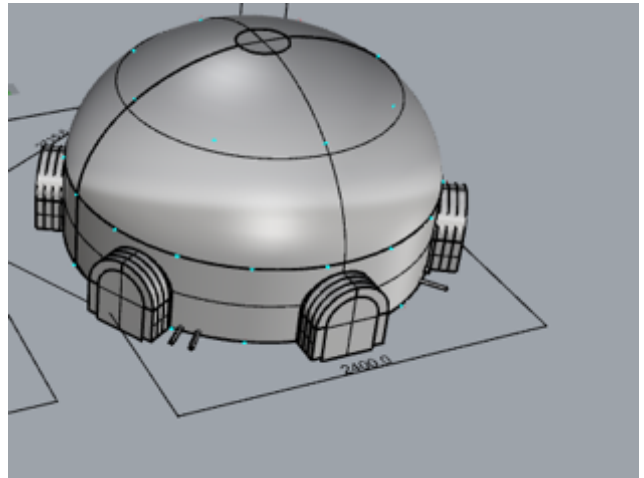
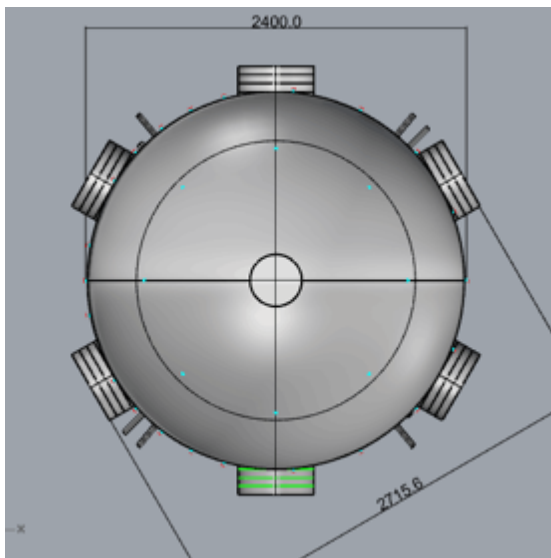
Set Up Time: 2 hours

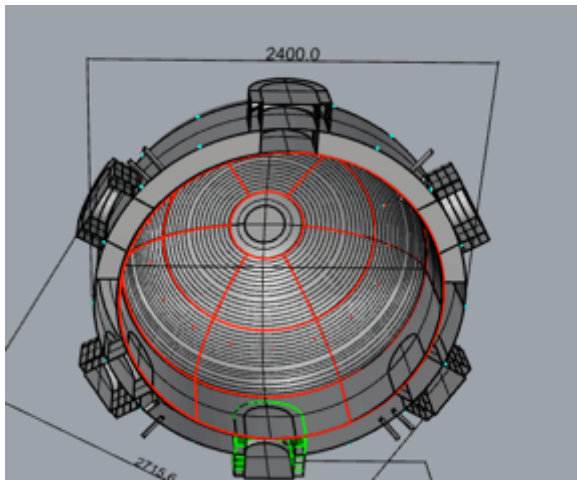
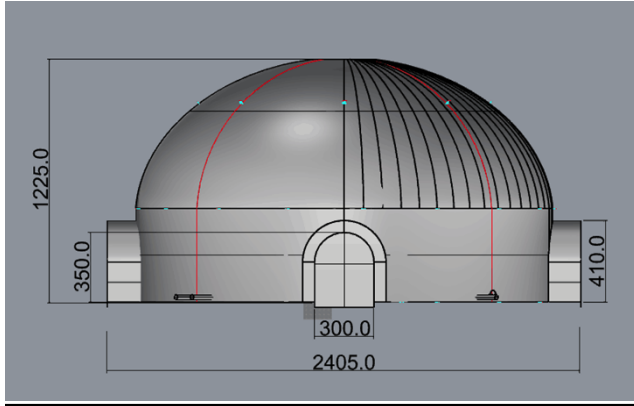
Power Requirements: (3) 4000 W generators plus secondary power source

Securing Igloo: (12) 3500 lb. concrete blocks

Material: Fire retardant **see certificate below,*

PVC
Vinyl
0,55mm

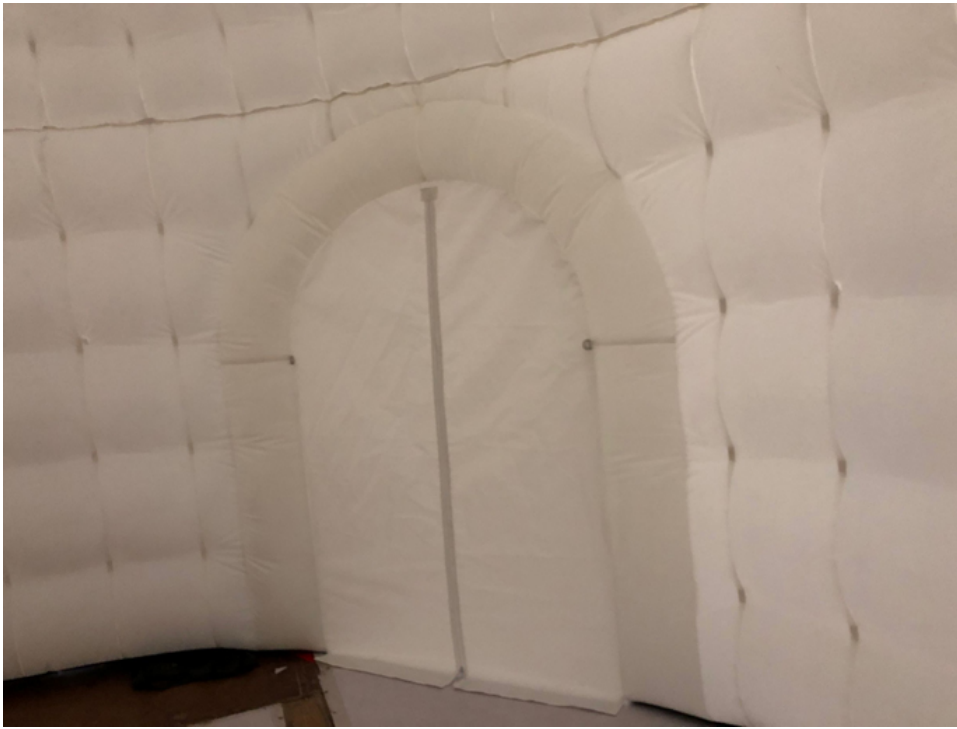






Exits: Doorways close via zipper in middle and can be closed from inside or outside igloo. We can place illuminated Exit signs above doorways. **see photo below of doorway*

Flooring: We are working with the igloo supplier on a flooring plan





Certificat d'ignifugation

20/09/2015 au 20/09/2016
Réf.1104 A

Nom: Tente Gonflable Inc.
Adresse: 927 rue Gaudette
Ville/Code Postal: Saint - Jean - sur - Richelieu
Téléphone: 514 688 6544

De **A.D. Ignifugation inc.**
1570 Mont-Rouge
Sainte-Julienne(Québec)
J0K2T0
514-236-3801



La présente est pour certifier que les items suivants
ont été testés.

Fabiquant: Tente Gonflable Inc (Design in Canada , Made in China)
Chapiteau 30' x 60' 420KG Blanc No : TGING0013060

Et rencontre la ou les normes suivantes.

CAN/ULC S 109

Exemptions:
En aucune circonstance., les manufacturiers des produits
ignifuges et A.D. Ignifugation inc. n'assumeront la responsabilité
pour la combustibilité des items nettoyés remplacés ou qui on été
recouverts d'un produit inflammable après l'application de nos
produits.

Inspecté par :

R.B.Q.8283-4334-53
NYC Fire dept cert. # 83558205



Fireproofing Certificat

12/01/2016 au 12/01/2017
ref.1113E

Name: Tente Gonflable Inc.

Adresse: 927 rue Gaudette

Ville/Code Postal: Saint - Jean - sur - Richelieu

Téléphone: 514 688 6544

From: *A.D. Ignifugation inc.*
1570 Mont-Rouge
Sainte-Julienne(Québec)
J0K2T0
514-236-3801



The following is to certified that these Itemes
have been fireproofed.

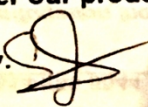
Igloo Gonflable / Inflatable igloo
50' PVC Tarpaulin Vinyl 0,55mm
No : TGING00150

With the fireproofing product.
And meets the following standards.

CAN/ULC S 109

Exemption:

Under no circonstance the manufacturer ov the product
or A.D. Igniugation Inc. will be responsible for the
fireproofing characteristic if a flammable product as been
reapplied over our product.

Inspected by: 

R.B.Q.8283-4334-53
NYC Fire dept cert. # 83558205





EXHIBIT C: Event Space Rendering

Shamrock consulted with local artist Julia Durgée to create a rough depiction of the event space and some of the event programming.





CITY OF PORTLAND, PUBLIC ASSEMBLY FACILITIES DIVISION
PUBLIC PARK & SPACE APPLICATION (5 pages)
 212 Canco Rd. • Suite A • Portland • ME • 04103 • (207) 808-5400 x0

APPLICATION FEE \$25.00

PAYMENT MUST BE MADE WHEN SUBMITTING APPLICATION

(This is a transferrable/non-refundable fee. If your event is permitted, the \$25.00 will be credited toward your permit fee.)

For uses of city property, there are typically: 1) fees charged for use of the area, 2) a security deposit required, and 3) insurance required.
 There may be fees due and applications required from other City Departments.

TODAY'S DATE		11/5/2019		ORGANIZATION NAME		Shamrock Sports & Entertainment	
ADDRESS (Street/City/State/Zip)		215 Free St. Suite 200 Portland, ME 04101					
CONTACT NAME(S)		Brian Corcoran & Jess Eames			TITLE(S)		CEO & Director of Experiences
PHONE	(207) 400-1678			PHONE	(207) 491-6307		PHONE
EMAIL	bc@shamrockse.com			EMAIL	jess@shamrockse.com		EMAIL

PARK AREA / PUBLIC SPACE REQUESTED		Eastern Prom – upper, middle & lower lot	
EVENT DAY(S) & DATE(S)		1/30 – 2/1	RAIN DAY(S) & DATE(S) (50% added fee) N/A
OVERALL EVENT START & END TIME (When setup will begin until cleanup is expected to be complete.)		1/28 – 2/3 7AM Tues – Noon Monday	EVENT START & END TIME 1/30 – 7P-10P 1/31 & 2/1 – 11A – 10P

EVENT NAME	EXPECTED ATTENDANCE
Carnaval ME	5000 over entire event

DESCRIPTION OF EVENT:

Epic Experiences:

Maine Bicentennial Gala – The gala will take place on Thursday, January 30th as the opening party for weekend festivities. This ticketed event will have guests arriving to the Eastern Promenade via the Narrow Gauge Railway, where they will enjoy an evening of local craft beer, cocktails and wine paired with unique local cuisine. Estimated headcount of 300-350.

Bites & Brews – The Bites & Brews sessions will serve as add-on experiences to the Carnaval ME General Admission pass with four sessions between Friday and Saturday. The sessions will consist of six different pairings of Maine craft brewers and local chefs, providing attendees with a priceless gastro experience. Each session will take place inside of the inflatable igloo. We would like to offer 350 tickets per session.

Session #1: Friday 3:00-5:00pm

Session #2: Friday 8:00-10:00pm

Session #3: Saturday 3:00-5:00pm

Session #4: Saturday 8:00-10:00pm

Illumination – We will work with professional illumination artists from across New England to create a magical scene around the event space. We will use the surrounding trees and hillside to feature traditional lighting alongside several unique artist installations.

Ice Sculptures – We are working with world-renowned ice sculptor Jason Bluck, of SubZero Ice Carvings in Lisbon, ME, to create Maine-themed ice sculptures that will include: a black bear, a silhouette of Maine, lobster and lobsterman selfie sculptures, and a 10' by 6' depiction of the original 1901 Maine Flag. These curations will be a central attraction in the event space with Jason performing live demonstrations throughout the event.

Inflatable Igloo – We are working with a Canadian-based company, Inflatable Tent, to have one 80’ diameter, inflatable dome igloo that will house the Maine Bicentennial Gala and Bites & Brews sessions. (SEE “EXHIBIT B” FOR IGLOO DIMENSIONS)

Maine Beer Box – The Maine Beer Box will be used throughout the entire event, featuring local Maine breweries and curated offerings. It will be covered with a tent to create a Beer Garden that connects to the Inflatable Igloo. Attendees will be able to purchase drinks from the Maine Beer Box outside the hours of the Bites & Brews sessions.

Rail Jam – We are working with Sunday River’s experienced team to build a Rail Jam for skiers and snowboarders, providing entertainment for attendees of all ages. Friday’s competition will be an officially-sanctioned event with the United States of America Snowboard and Freeski Association (USASA). Saturday’s competition will feature Gould Academy students that train at Sunday River. Additionally, Sunday River will provide a staffed area for children to try on and get comfortable with skis and snowboards. Should there be no snow, Sunday River will blow snow for us and we are working with them to minimize noise from snow guns.

Sledding Hill – We will work with the City and Park’s crew to determine best location.

Narrow Gauge Railway – We are working with Wes of Narrow Gauge to use the train service as a means of transportation to and from the event and as an experience itself for attendees as they ride along the waterfront. We are still confirming programming details, but have been assured that 5,000 attendees across three days will not be an issue with capacity.

Operations:

Fencing – The perimeter will be the entire middle parking lot, the Rail Jam and sledding area, the ‘Learn-to-Ski’ area and Food Truck area if allowed. If possible, we want to allow adults to enjoy their beverage while walking around to different activities with their children.

Portable Toilets – Luxury trailer portable toilets will be lit & warm with two stalls in each of the Men’s and Women’s rooms. ADA bathrooms will be single porta potties. Toilets will be inside of the fencing/perimeter. There will be a water tank and bathroom attendant onsite. Additional units will also be on site at parking lots.

Street Restrictions – Restrictions will be limited to one lane of Cutter Street from the top of middle lot and down to Narrow Gauge Railway for pedestrian traffic all day on Thursday (01.30), Friday (01.31), and Saturday (02.01). We will treat this roadway to accommodate safe walking conditions. No cars will be displaced.

Parking – Attendees will park in the Ocean Gateway parking lot. In the event of snow ban, we will send out alerts to attendees via email about alternative parking in parking garage adjacent to WEX. The lower lot at Eastern Promenade will be used for staff and equipment storage unless there is a snow ban in which case, we will not take any parking spots to allow for EP residents to park. The middle lot will be used for 4-6 food trucks however, if there is a snow ban, we will find alternative parking spot.

Snow Ban – No cars will be displaced.

Trash Plan – We will present trash plan to PAFD and will work with them for trash removal. Receptacles will be provided by Shamrock and PAFD will collect.

Security/Paramedics – Security will be provided by PAFD. Perimeter will be enforced and restricted with snow fence up the face of the hill 24/7. A paramedic will be onsite during the Rail Jam.

Staff – PAFD staff for Beer Garden, ID checkers, perimeter staff and street staff. PCO’s will be hired if required for a street closure.

Move-out – Restore hill to original condition on Monday. We will pay a security deposit if necessary for the hillside where we will hold the Rail Jam.

Tents/Igloos – Structures will not be staked into ground. We will provide adequate weights (12, 3500 lb concrete blocks) to secure igloo per the suggestion of the igloo builder.

Power – Generators will be brought onsite for power needs.

Food & Beverage – We will go through Business Licensing and PAFD for all permits. Thursday’s Maine Bicentennial Gala will be catered for guests whereas Friday and Saturday’s Bites & Brews sessions will be provided by pairings between local breweries and restaurants. No cooking will be done onsite. Restaurants will prepare food before arrival but will have a tented area for prep/plate before bringing into Bites & Brews igloo. All food and beverage vendors are licensed in Portland.

Ticketing – Ticketing will be done through Cueto Event Services, a web-based ticketing service provider.

Eastern Promenade – We have met with the ‘Friends of the Eastern Promenade’ and will continue to work with them to ensure we foster a great relationship with EP residents. We are also going to be meeting with the Munjoy Hill Association. We will work on a notification plan for the residents so they are aware of exactly what will be happening and can contact us with questions or concerns.

Open Fires – We will have 3-5 LLBean fire pits, which are city-approved already, for s’mores making.

Staging – Staging will be minimal with a small stage inside igloo and a small stage supporting the snow globe outside for DJ.

The city will be reimbursed for services.

IS THERE A REGISTRATION FEE/PLEDGES COLLECTED FOR THIS EVENT?	Please check: <u> X </u> FEE <u> </u> PLEDGES	
IF YES FOR FEES, HOW MUCH?	FEE	\$ 20 General Admission Ticket or \$65 for GA plus 1 Bites & Brews Session
	STUDENT FEE	\$

WHAT WILL BE THE ANTICIPATED NEED FOR PARKING AND WHAT IS YOUR PARKING PLAN?

No cars will be displaced.

Street Restrictions – Restrictions will be limited to one lane of Cutter Street from the top of middle lot and down to Narrow Gauge Railway for pedestrian traffic all day on Thursday (01.30), Friday (01.31), and Saturday (02.01). We will treat this roadway to accommodate safe walking conditions. No cars will be displaced.

Parking – Attendees will park in the Ocean Gateway parking lot. In the event of snow ban, we will send out alerts to attendees via email about alternative parking in parking garage adjacent to WEX. The lower lot at Eastern Promenade will be used for staff and equipment storage unless there is a snow ban in which case, we will not take any parking spots to allow for EP residents to park. The middle lot will be used for 4-6 food trucks however, if there is a snow ban, we will find alternative parking spot.

PLEASE CHECK OFF & ANSWER:
SEE ATTACHED FEE SCHEDULE / DEPT. INFORMATION IF YOU ANSWER YES

		X-YES	X-NO	X-NOT SURE
*	Are you setting up a canopy(s) ? (10'x10' size or smaller) How many?	X		
*	Do you wish to set up a tent(s) and/or stage(s) ? A canopy/tent or stage larger than 10'x10'	X		

	needs a Temporary Tent or Stage Permit issued by Building Inspections. For permit application, please go to: http://portlandmaine.gov/DocumentCenter/Home/View/2317 or contact the Permitting and Inspections Department at buildinginspections@portlandmaine.gov or 874-8703 for more information. PLEASE apply at least 2-weeks before your event. Tent/Stage Size(s): Igloo 80' diameter, other tents TBD Exact Location(s) of Tent/Stage Placement Requested: *** In order to drive tent stakes into the ground, DIG SAFE must be contacted: 888-344-7233. ***			
*	Will you be setting up tables and/or chairs ? How many tables: TBD chairs: TBD	X		
*	Are other items or equipment being placed on City property? (i.e. Moon Bounce, Dunk Tank, Radio Station Van, Helium Tank, etc.) Please List: Maine Beer Box	X		
*	Will there be refreshments at the event? Do you wish to sell food ? If so, you will need approval from PAFD and possibly a Temporary Food Service License from Business Licensing Office. PLEASE provide them at least 2 weeks advance notice (874-8557). List food and drink / Food Trucks, etc.: PLEASE NOTE: A Temporary Food Service License is NOT needed when: 1. Food Vendors have a current City of Portland Food License 2. Just pre-packaged refreshments, or food & drink items are purchased or donated from a licensed establishment 3. Bottled water / water is served A TFSL is needed when food vendors are not licensed or when food is being prepared and cooked at the event.	X		
*	Do you wish to sell non-food items (like T-shirts, crafts, cd's, etc.)? If so, please apply for a Street Goods Vendor License(s) at the Business Licensing Office (874-8557) – 2 week notice. List items you wish to sell:	X		
*	Are you setting up a PA (sound) system ? Are you planning on having Amplified Music ? Band? DJ? Boom Box? If so, your event may require a concert license. PAFD will advise upon review of your application. Amplified speech (i.e. Press Conference) does not require the license, however, a Sound Security Deposit may be required. There are time restrictions for amplified music/speech in Downtown Parks & Squares: limited to 11:45am – 1:15pm and 1 hour between 5pm - 8pm.	X		
*	Will your event require electricity ? Electricity is available at Deering Oaks Park, Monument Square, Congress Square, Tommy's Park, Post Office Park, Payson Park, Preble Street Grass Area, Eastern Prom, Fort Allen Park, and Lincoln Park. A \$40 activation fee is required.	X		
*	Are you planning on bringing a Grill for a Barbecue ? Grilling is subject to weather conditions and possibly Fire Dept. review.			X
*	Will the event require reserved parking spaces / parking meters ? How many? "No Parking" signs may be purchased at the PAFD Office, 212 Canco Rd.	X		
*	Will your event need safety vests, signs, barricades and/or cones ? Please list what you would like to borrow/rent: Limited safety vests, cones & barricades may be borrowed/rented from PAFD Office. Traffic signs may be borrowed/rented from Public Works if needed (874-8493).	X		
*	Will your event require street closures ? (Please be specific under "Description of Event") Will your event affect METRO BUS ROUTES ? (If service is affected, organizer needs to work directly with METRO for endorsement / feedback). Please check with Glenn Fenton, METRO: 517-3029 (gffenton@gpmetro.com) to discuss.	X		
*	Will your event require Police assistance? An event such as a road race, march or parade in the street, would typically require police assistance. To reserve & hire an Officer(s) to be on site at your event, please call Sgt. Nevins (874-8554) or Police Shift Command (874-8855/8556) well in advance to arrange.		X	
*	Will your event require Fire/EMS assistance? (For a large walk/race, it may be required.) To hire or inquire about hiring city Fire/EMS staff to be on site, please email fireprevention@portlandmaine.gov well in advance of the event. For general questions, you may also call 874-8400.	X		
*	Will your event require Parking Control assistance? To hire a Parking Control Officer(s) to be on site at your event, please call 874-8910 well in advance to arrange.	X		

Fees for Police, Fire/EMS or Parking Control Officers will be invoiced by individual departments & should be paid directly unless otherwise noted by PAFD Event Manager.

*	Will your event require porta-restroom rental(s) or need existing porta-restrooms cleaned? (Some of the parks already have porta-restrooms. Event participants may use these, but a \$25 fee is assessed for events where attendance is 150 or more.) Porta-restrooms may be rented from any of the local companies. Units currently on site are through Associated Septic.	X		
*	Do you wish to have a banner over the street to advertise your event? (Banners hung over Congress St. or Baxter Blvd). Banner inquiries directed to PAFD: 808-5400 x0.			X

INSURANCE CERTIFICATE INFORMATION

*	Will your event require liability Insurance? (Commercial liability insurance is required for a walkathon, race, festival, press conference, concert, etc. Product liability insurance is also required if the event has been approved for serving food.)	X		
♦ If you answered YES, you shall procure and maintain occurrence-based Commercial General Liability and Product Liability Insurance, when required, in an amount not less than Four Hundred Thousand Dollars (\$400,000.00) per occurrence for bodily injury, death and				

property damage. You shall name the City of Portland as an additional insured or shall obtain a general liability extension endorsement, for coverage only in those areas where government immunity has been expressly waived by 14 M.R.S. A. § 8104-A, as limited by § 8104-B, and § 8111. The terms of this permit and the insurance coverage shall not be deemed a waiver of any defenses, immunities or limitations of liability or damages available to the CITY under the Maine Tort Claims Act, other Maine statutory law, judicial precedent, common law, or any other defenses, immunities or limitations of liability available to the City. You shall also be responsible for any and all deductibles and/or self-insured retentions.

♦ Both the **Certificate of Insurance** and **Additional Insured Endorsement** shall be sent to jhale@portlandmaine.gov and must state that the policy is endorsed to name the City of Portland as an additional insured pursuant to the date of the event (and rain date).

PUBLIC ASSEMBLY FACILITIES DIVISION POLICIES

EVENT REVIEW

The PAFD Office holds a monthly meeting where proposed events are discussed and reviewed by City Departments. For some events, organizers will be asked to present before the committee. Some potential factors may necessitate your event receive City Council approval.

ELECTRICITY

All cords in the public way must be covered by rugs, mats or orange cones to avoid public hazard. If weather is inclement (drizzle, rain, snow, etc.) we require that you **not use** electricity, unless all connections and equipment are covered and protected from the elements. If a generator is used, please take all necessary measures to ensure safe operation. Bring a fire extinguisher, set generator up away from activities (and combustibles), store fuel source away from the generator and keep children away from the generator.

BARBECUES - GAS GRILLS ONLY

Only GAS GRILLS are allowed in parks/public spaces – i.e. No Charcoal Grills or open burning. Barbecuing must first be approved by PAFD Office and is subject to weather conditions, and possible further review by the Fire Dept. Grills must be set up away from children's activities. You are required to have a fire extinguisher with in the grilling area.

PORTA-RESTROOMS / BATHROOM FACILITIES

Porta-Restrooms are required for large events and events where refreshments are being served. Some of Portland's parks already have portable restrooms from Associate Septic on site (*Preble Street Grass Area at the Preble Street Parking Lot – across from Hannaford's, *Entrance to Dyer's Flat – beside Payson Park, *Deering Oaks Park – Playground + Ravine, *East End Beach - Winter & Early Spring: Just EEB.) If over 150 people are expected to attend the event, a \$25 user fee is required (paid to PAFD). If extra units are rented by organizer, then no additional user fee is assessed. Porta-restrooms are cleaned M, W, & F. If you would like to guarantee that they are cleaned just prior to your event, then you need to call the porta-restroom company (Associated Septic / Royal Flush, 207-799-1980, M-F) to request and pay for a cleaning. If renting units, organizer has the option of renting from Associated Septic / Royal Flush, or from other local companies.

TRASH

All groups must abide by our Carry In/ Carry Out Policy. Please bring extra trash bags and/or trash receptacles and remove all trash. Do not use existing trash barrels or the metal liners inside. You will need to haul all of your trash out of the park/public space or forfeit the security deposit(s). Please recycle whenever possible, (please do not use Styrofoam - it is NOT recyclable). The area will be checked following your event; if park is clean and conditions for use adhered to, your security deposit will be returned to you. Thank you in advance!

MARKING OF GROUNDS

Please DO NOT mark city property in any permanent way.
DO NOT use SPRAY PAINT or SPRAY CHALK. DO NOT STAPLE or NAIL anything to trees.
Children's Art Chalk can be used on hardscape areas with permission from PAFD Office. Tape may also be used.
If markings remain for more than a few rain storms, event organizers are responsible for removing them.
If city staff or contractors need to remove the markings, event organizers are responsible for the cost of staff time and materials.
You may also place signs on stakes in the grass areas bordering trails/race routes (when applicable).
Please remove all signage immediately following the event.

USE OF CANDLES

It is preferred that LED lighted candles or glow sticks are used. If flammable candles are used, please make sure all candles have drip protectors to prevent wax from dripping on hardscape surfaces, which may cause permanent stains/damage. Please make sure all candles are extinguished before being thrown away. Please collect all spent candles so there is no trash left behind. Please take safety precautions: bring a fire extinguisher, gallon of water, etc. in case of fire. **Any damage** (dripped wax absorbed into hardscape causing stains, etc.) **will result in a forfeiture of your security deposit.**

ADA COMPLIANCE

Event organizer must comply with the Americans with Disabilities Act (ADA) and the Maine Human Rights Act (MHRA), including maintaining the permitted use area and all public rights-of-way accessible during the entirety of the permitted event. In the event the permitted area is rendered inaccessible to disabled persons, and/or by request of PAFD staff, the organizer shall act immediately to provide accessibility. All requests to provide interpretive services shall be the responsibility of the organizer to provide and pay for such services. The organizer shall defend, indemnify, and hold the City harmless from any and all liability and damages resulting from alleged violations of the ADA and/or MHRA.

PARKING ON GRASS AREAS / SIDEWALKS / ILLEGALLY PARKED VEHICLES

Vehicles are prohibited from parking on grass areas/sidewalks/park streets (unless specifically approved by city staff). \$20 will be deducted from your security deposit for each vehicle parked on grass/sidewalk areas or vehicles parked illegally. **Any tire ruts/damage to the grass areas will result in a forfeiture of your security deposit.**

RESERVED PARKING

To reserve parking for your event, please contact the PAFD Office (808-5400 x0). Staff will review your request and can issue you "No Parking" signs (\$25 each*). You will need to label signs and tape them to meters or signposts AT LEAST 24 HOURS PRIOR TO YOUR EVENT. (NOTE: If event is on a Sunday or Monday, NP Signs may need to be posted on the preceding Friday by Noon.) Please do not cover up coin slots on meters. If the reserved parking area has no actual parking meters, you may need to tape signs to sign posts, utility poles, trees, or orange cones (placed on the sidewalk beside the street). The PAFD Office has cones it can rent to you (see fee schedule below) if needed. To ensure you can have vehicles (illegally parked at signs you've posted) towed, please complete and fax/email/hand deliver to city departments a "No Parking Authorization Form," which you can get from staff when you pick up NP signs. Please make sure signs are removed once the event is complete. ***Under certain conditions, the reserved parking fee may be reduced. Upon review of your application, PAFD will advise if your event qualifies for a reduction. If paying a reduced rate, towing may not be enforceable. PAFD will advise regarding these parameters as well.**

ALCOHOL / SMOKE-FREE ZONES

By city ordinance, smoking a cigar, cigarette, pipe, electronic cigarette, electronic cigar, electronic pipe, or other similar product that relies on vaporization or aerosolization, is prohibited at and within 20 feet of the following outdoor recreation and event areas: downtown squares and plazas, trails, parks, playgrounds, beaches, and athletic facilities. Consumption of alcohol is prohibited in public spaces unless specifically approved by City Council. Please inform all participants / attendees.

AMPLIFIED SOUND POLICY

Outdoor events with amplified sound may require a Concert License from the PAFD Office. If the Police Dept./City Staff receive noise complaints, they will respond accordingly. Please set the PA System up with speakers facing away from businesses/residences to lessen impact. Please keep volume levels low out of consideration for nearby residents and businesses. The Permittee (organizer) shall not allow the sound emanating from the event to exceed an A-weighted 92 decibels. One verbal warning shall be issued if the sound has been found to have exceeded 85 decibels. The warning may be given to the sound board operator or the organizer/organizer's designee. If the 92 decibel limit is found to have been exceeded a second time during the same event, the single event concert permit (or permission to use a bullhorn/PA system) shall be immediately suspended, the PA system / amplification / bullhorn turned off, and the sound security deposit forfeited.

CANCELATION POLICY

Event must be cancelled with PAFD prior to event date in order to be eligible for a refund. If cancelled within 2 weeks of scheduled event date, a \$75 cancellation fee may be charged.

NOTIFICATION

Please keep a copy of your event permit on site at all times. City staff may require proof of permit. If there are members of the public in the reserved space upon arrival, please present the permit as proof of reservation & approved usage. If you need assistance, please contact the Police Department at (207) 874-8574. Please ask Portland newspapers to run an article alerting the public to the event. You may put up temporary A-frame signs to alert the public to your event or place signage on orange cones, etc. Signs are to be up DAY OF EVENT ONLY. Please remove all signage immediately following the event. Please call Portland Police Dept. (874-8574) on the day of your event to remind them it is taking place. Please notify any nearby businesses, including restaurants that may have tables out for dining, to alert them to your event.

STREET CLOSURE NOTIFICATION

Should event involve a Street Closure, lasting longer than an hour, PAFD Office requires organizers to give advanced notification to area businesses, residents and bus companies (in the form of a "Street Closure Sign Off Sheet"). If event impacts METRO Buses, organizer (in advance) must discuss detour plans with METRO.

REVOCABLE PERMIT

- ♦ The City reserves the unconditional right to control or cancel events to protect and/or prohibit damage to public property.
- ♦ The City reserves the unconditional right to revoke or revise an issued permit.
- ♦ Police or City Staff on site may use their discretion to revise conditions of use.

I HAVE READ AND UNDERSTAND ALL OF THE ABOVE POLICIES	TYPE INITIALS	JE	DATE	11/12
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ASSUMPTION OF RISK & LIABILITY

Users of the area agree to accept the grounds in an "as is" condition and shall be responsible for all risk and liability in using the park/public space area for the said event. By returning this form (should permission be granted to use city property), the above parties agree to indemnify, defend, and hold harmless the City of Portland, its employees and agents, from and against all claims arising out of activities during said event.

I have read the Assumption of Risk & Liability Agreement	TYPE INITIALS	JE	DATE	11/12
--	---------------	----	------	-------

PLEASE INITIAL & DATE HIGH-LIGHTED YELLOW BOXES ABOVE.

FEE SCHEDULE – UPDATED JULY 1, 2018

Fees are tiered and assigned based on the level of demand placed on City resources and impact on City infrastructure.

Simple Event (no registration fee): \$75/hour	Electricity (activation/de-activation) Fee: \$40/flat
Event with registration or pledges & attendance 25 - 300: \$125/hr	Porta Restroom User Fee (if attendance is 150+): \$25
Event with registration or pledges & attendance 301+: \$225/hr	Single Concert License: \$50
Film/Photo Shoot: \$100/day	Barricades: \$5/ea. Rental Fee + \$25/ea. Security Deposit

Public Space/Park Security Deposit: \$100 - \$1000 Sound Security Deposit: \$100 - \$1,000 Impact/Street Closure Fee (variable based on impact): \$100-\$500 Staff Fee (on site event support): \$37/hour Administrative Fee (event coordination support): \$40/hour or more "No Parking" Signs: \$25 each Cancellation Fee: \$75	Bike Racks: \$10/ea. Rental Fee + \$25/ea. Security Deposit Flashing Lights: \$10/ea. Rental Fee + \$40/ea. Security Deposit Cones: \$2/ea. Rental Fee + \$15/ea. Security Deposit Safety Vests: \$15/ea. Security Deposit Keys: \$50/ea. Security Deposit Equipment Delivery Fee: \$100 or more Fortification Fee: TBD
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PLEASE MAKE CHECKS PAYABLE TO "CITY OF PORTLAND".
Please make out separate checks for security deposit and permit fees.

TOTAL AMOUNT(S) DUE TO PUBLIC ASSEMBLY FACILITIES DIVISION (Please make all security deposit checks out separately)			
Permit Fee for use of area:	\$	Single Concert (Amplified Sound) License Fee:	\$
Number of Hours of Use: Approx.		Equipment Rental Fee:	\$
Staff Fee (on site event support):	\$	Public Space / Park / Sound Security Deposit:	\$
Admin. Fee (event coordination support):	\$	Borrowed / Rented Equipment Deposit:	\$
Electricity Fee (activation/de-activation):	\$	Additional Fees:	\$
Impact/Street Closure Fee (variable based on impact):	\$	(Porta-Restroom User Fee, "No Parking" Signs, etc.)	

FOR OFFICE USE ONLY							
DATE APPLICATION RECEIVED:							
APPLICATION FEE:	\$ 25.00	PERMIT FEE:	\$	SECURITY DEPOSIT:	\$	INSURANCE NEEDED?	Y / N
DATE RECEIVED:		DATE RECEIVED:		DATE RECEIVED:		DATE RECEIVED:	
PAYMENT TYPE							
VISA / MC NUMBER:				CHECK NUMBER:		CHECK AMOUNT:	\$
CREDIT CARD AMOUNT:	\$	CREDIT CARD EXP. DATE:		CHECK NUMBER:		CHECK AMOUNT:	\$
PLEASE NOTE: A \$3.00 or 2.65% SERVICE FEE (whichever is greater) WILL BE ADDED TO ALL CREDIT CARD TRANSACTIONS.							

PLEASE RETURN FORM (WORD DOC) AT LEAST 30 DAYS IN ADVANCE TO:
♦ Public Assembly Facilities Div. ~ 212 Canco Rd. ~ Portland ~ ME ~ 04103 EMAIL PREFERRED: jhale@portlandmaine.gov

MEMORANDUM
City Council Agenda Item

FROM:

DATE: November 5, 2019

SUBJECT: **Order 80-19/20 Approving the Collective Bargaining Agreement with the Professional and Technical City Employee Association - Sponsored by Jon P. Jennings, City Manager**

SPONSOR: Jon Jennings, 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 (If no why not?)

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

I. SUMMARY

II. AGENDA DESCRIPTION

The collective bargaining agreement with the Professional and Technical City Employee Association expired on July 6, 2019. The Association is comprised of approximately 140 Professional and Technical employees, namely engineers, nurses and nurse practitioners and other jobs located throughout the City. The City staff has reached a tentative agreement for a two (2) year contract. Terms of the two year agreement include a 2.50% general wage increase for Fiscal Year 2020 retroactive to July 7, 2019; also effective July 7, 2019 is a longevity step at 15 years of service, and a 2.75% general wage increase effective July 5, 2020. The general wage increases are consistent with guidance received by Council on July 8, 2019.

Other terms of the tentative agreement include:

Article 11 – minor changes to who is eligible for shifts differentials and when they receive them

Appendix A – the following positions received one grade upgrades:

Elections Administrator

Historic Preservation Manager

Recreation Supervisor

Aquatics Supervisor

Human Services Councilors/Shelters

The total direct cost for the three-year agreement is approximately \$810,000.

Pro Tech members have ratified the two (2) year tentative agreement.

This item must be read on two separate days. It was given a first reading on November 4, 2019. Five affirmative votes are required after public comment.

III. BACKGROUND

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis and Background that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Professional and Technical City Employee Association 11.4.2019

Prepared by:

Date: 11/5/2019

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

KIMBERLY COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER APPROVING THE
COLLECTIVE BARGAINING AGREEMENT WITH
THE PROFESSIONAL AND TECHNICAL CITY EMPLOYEE ASSOCIATION**

ORDERED, that the attached Collective Bargaining Agreement with the Professional and Technical City Employee Association for July 7, 2019 through June 30, 2021, is hereby approved.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: November 5, 2019

SUBJECT: **Order 81-19/20 Approving Modification to Agreement between Portland and Maine Department of Transportation Re: Cumberland Avenue Improvements - Sponsored by Jon P. Jennings, City Manager**

SPONSOR: Jon P. Jennings, 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 This agreement must be approved by City Council and signed by the City Manager by 12/4/19 to allow Maine Department of Transportation (MaineDOT) to meet its target bid date of 12/11/19 and target construction start date for this project. We are hoping with an earlier bid date bid pricing will be improved.

PRESENTATION:

I. SUMMARY

City Council is being asked to approve the attached Two-Party Municipal/State Agreement Modification and authorize the City Manager to sign it, which would allow MaineDOT to move ahead with its plans to pave Cumberland Avenue between State Street and Elm Street in 2020.

II. AGENDA DESCRIPTION

This modification to agreement, between the Maine Department of Transportation (MaineDOT) and the City of Portland, obligates MaineDOT to mill and fill Cumberland Avenue, adjust the City's sanitary sewer manhole frames and covers, as necessary, update and/or install new pedestrian curb ramps to meet American Disability Act requirements, and all appurtenances when MaineDOT's contractor paves Cumberland Avenue. The modification obligates the City to pay MaineDOT for 25% of the work as its municipal share, or \$136,471.20, and an additional \$14,000.00 for manhole adjustments from a water resources fund. This is an increase \$37,196.20 from the original agreement due to higher bid prices currently occurring in the area.

This item must be read on two separate days. It was given a first reading on November 4, 2019. Five affirmative votes are required after public comment.

III. BACKGROUND

The Cumberland Avenue paving project is part of MaineDOT's 2018-2020 work plan. The scope of work includes milling and paving with a 1 ½ inch hot mix asphalt overlay. Construction work on this project is

scheduled to begin after April 15, 2020 and be completed in 2020. This project is classified as a pavement preservation project on an urban collector street. As such, PACTS will pay 75% of the cost of paving as part of its Collector Paving Program. The City will be responsible for 25% of the paving cost and 100% of the cost of making adjustments to its sanitary sewer facilities in the project area.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The Cumberland Avenue paving project will improve the pavement surface and ride quality on a regionally important major urban collector street. PACTS funds will pay for 75% of the paving costs.

V. FINANCIAL IMPACT

The City is obligated to pay 25% of the total construction cost and 100% of the cost of adjusting sanitary sewer manhole frames and covers in the project area. The total City cost of this work, estimated to be \$136,471.20, would be paid from a FY20 CIP account established for this project and \$14,000.00 from a water resources account. Please see the attached fiscal impact note for additional information.

VI. STAFF ANALYSIS AND BACKGROUND

Urban collector paving projects such as this one, where MPO pays 75% of the paving costs, are one of the best alternatives for the City in terms of getting the most street paving done for the least expense of City funds. This is an important location in the City of Portland due to its high AADT and designation as a major collector; without this work, Cumberland Avenue will continue to deteriorate.

VII. RECOMMENDATION

The Department of Public Works recommends approving and signing the subject agreement to allow MaineDOT to pave approximately 0.46 miles of Cumberland Avenue (from State Street to Elm Street) in 2020.

VIII. LIST ATTACHMENTS

1. Order re MDOT Modification re Cumberland Avenue 11.4.2019
2. CumberlandAveImprovements Project Limits (1)
3. Updated Cumberland Ave - Fiscal Impact Note
4. Cumberland Mod 1 to MSA 22164.00 Portland
5. Two Party Agreement - Cumberland Ave - WIN 022164

Prepared by:

Date: 11/5/2019

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

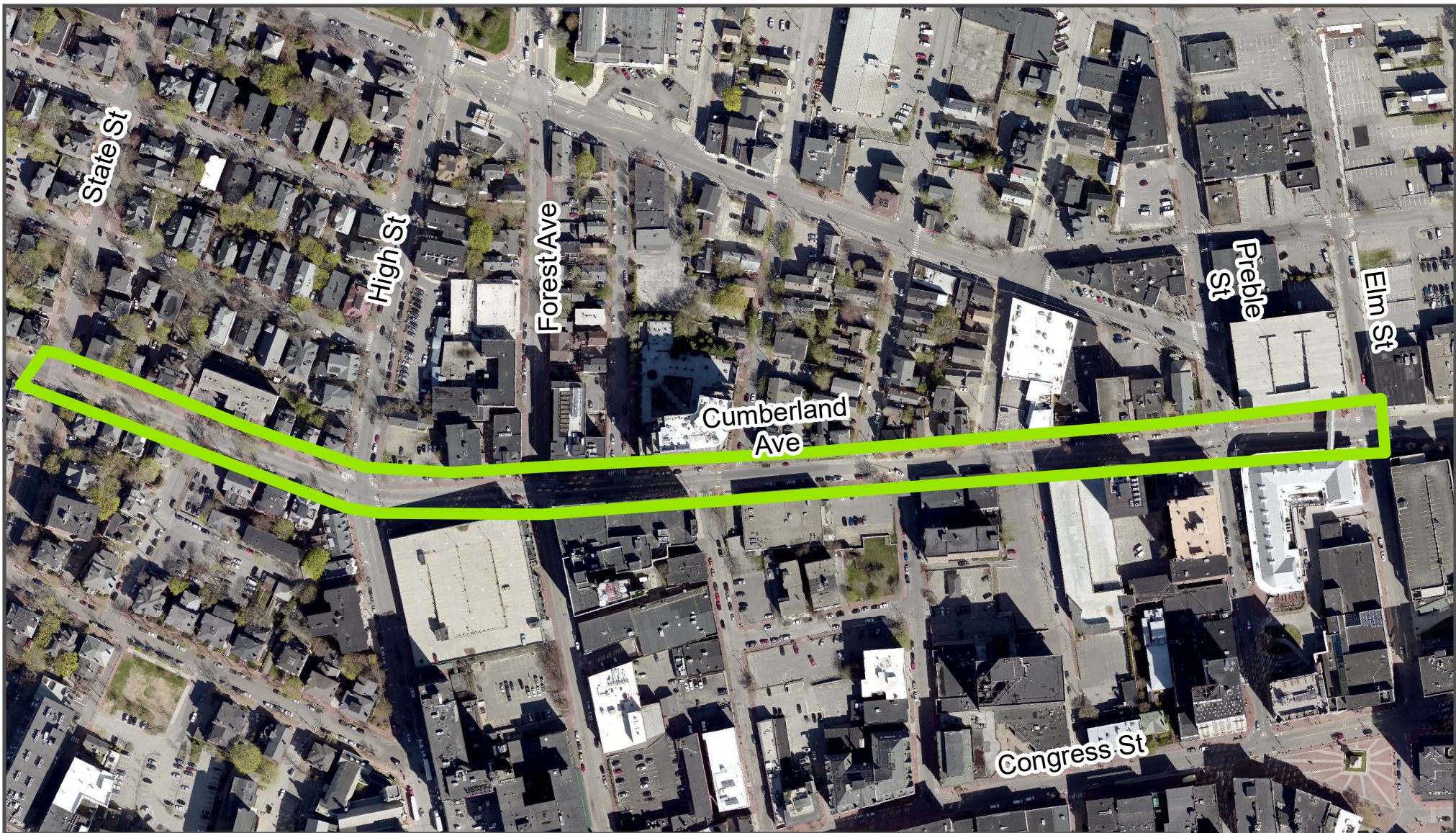
CITY OF PORTLAND
IN THE CITY COUNCIL

KIMBERLY COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER APPROVING THE MODIFICATION TO AGREEMENT
BETWEEN PORTLAND
AND THE MAINE DEPARTMENT OF TRANSPORTATION
RE: CUMBERLAND AVENUE IMPROVEMENTS**

ORDERED, that the Modification to the Two-Party Agreement between the Maine Department of Transportation and the City of Portland to construct improvements to the Cumberland Avenue with State Work Identification Number 22164 is hereby approved in substantially the form attached hereto; and

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

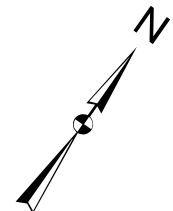


CITY OF PORTLAND, MAINE
DEPT. OF PUBLIC WORKS
212 CANCO RD, PORTLAND, MAINE 04103
PHONE (207) 874-8846 FAX (207) 874-8852

Cumberland Avenue Improvements

Mill and Fill on approximately
0.46 miles of Cumberland Ave
and pedestrian improvements
within these limits.

Legend



October 25, 2019

0 0.025 0.05
Miles

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
<u>Example:</u>						
ADD: NEW ITEM ANNUAL EXPENDITURES		\$0		\$11,285		\$11,285
LESS: TOTAL NEW ITEM ANNUAL REVENUES		\$0		\$0		\$0
=NEW ITEM NET TAX RATE IMPACT PROJECTION	\$0	\$0	\$11,285	\$11,285	\$11,285	\$11,285
New Program Impact to the Mil Rate	\$0.0000	\$0.0000	\$0.0014	\$0.0014	\$0.0014	\$0.0014
New Program % Impact on Mil Rate	0.0000%	0.0000%	0.0126%	0.0064%	0.0126%	0.0064%
Mil Rate Including New Program	\$11.3400	\$22.4800	\$11.3414	\$22.4814	\$11.3414	\$22.4814

Notes: The CIP impact will actually begin in 2020 and remain for the 20 year life of the bond.



<i>MaineDOT use only</i>
TEDOCS #: _____
CTM #: <u>DOT0519-40396</u>
CSN #: <u>40396</u>
PROGRAM: <u>Highway Program</u>

MODIFICATION # 1 TO MUNICIPAL/STATE AGREEMENT

Project Location: Portland
State W.I.N. #: 22164.00
Federal Aid Project #: 2216400
Vendor Customer #: 17A12144

Original Estimated Municipal Share: \$113,275.00
Current Estimated Municipal Share: \$113,275.00
Modified Estimated Municipal Share: \$150,417.20 ☐ N/A
Current Agreement End Date: May 10, 2024
Modified Agreement End Date: _____ ☒ N/A

This Modification hereby amends a Municipal/State Agreement (Agreement) that was executed by MaineDOT on May 10, 2019, with the Municipality of Portland for making improvements to Cumberland Avenue, beginning at State Street and extending north 0.46 miles to Elm Street, regarding the above referenced project as follows:

The following checked appendices are hereby incorporated into this modification by reference:

- ☒ Appendix A – Project scope, cost sharing, and payment schedule *(not required for non-monetary agreements.)*
- ☐ Appendix B – Perpetual Bicycle/Pedestrian Facility Maintenance
- ☐ Appendix B – Perpetual Drainage Maintenance
- ☐ Appendix B – Perpetual Landscape Maintenance
- ☐ Appendix B – Perpetual Operation and Maintenance of Lighting/Flashing Beacon and/or Signage with Associated Light(s)
- ☐ Appendix B – Perpetual Traffic Signal Operation and Maintenance
- ☐ Appendix B – Perpetual Traffic Signal Operation and Shared Maintenance
- ☐ Appendix B – Perpetual Bridge Lighting/Approach Lighting Maintenance & Snow Plowing
- ☐ Appendix C – Additional work requested by Municipality

☒ **Increased Estimated Municipal Share.** The Estimated Municipal Share of the Agreement shall be increased by: \$37,142.20 from \$113,275.00 to \$150,417.20.

☐ **Agreement End Date.** The End Date of the Agreement shall be extended from _____ to _____.

☐ **Change in Scope of Work.** The Scope of Services specified in the Agreement shall be modified by _____.

All other terms and conditions of the original Agreement shall remain in effect. This Modification hereby becomes part of the original Agreement. MaineDOT and the Municipality of Portland, by their duly authorized representatives, have executed this modification to said original Agreement, which shall become effective on the date last signed below.

MUNICIPALITY OF PORTLAND

MAINE DEPARTMENT OF TRANSPORTATION

By: _____
Jon Jennings, City Manager

By: _____
Richard J. Crawford, Director
Bureau of Project Development

Date

Date

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

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

MUNICIPALITY OF PORTLAND

PROPOSED IMPROVEMENTS TO CUMBERLAND AVENUE

FEDERAL AID PROJECT NO. 2216400

STATE PROJECT IDENTIFICATION NUMBER (WIN) 22164.00

Project Scope:

Mill and Fill on Cumberland Avenue, beginning at State Street and extending north 0.46 miles to Elm Street.

Funding Outline:

The Total Project Estimated Cost is \$ 559,668.78 , and the Parties agree to share costs through all stages of the Project under the terms outlined below.

Work Element	Municipal Share		Project Share				Total Cost
			Federal	Portion	MaineDOT (State) Portion		
	%	\$	%	\$	%	\$	\$
Preliminary Engineering	25.0%	\$ 7,500.00	75.0%	\$ 22,500.00	0.0%	\$ -	\$ 30,000.00
Right of Way	25.0%	\$ -	75.0%	\$ -	0.0%	\$ -	\$ -
Construction	25.0%	\$ 118,917.20	75.0%	\$ 356,751.59	0.0%	\$ -	\$ 475,668.78
Construction Engineering	25.0%	\$ 10,000.00	75.0%	\$ 30,000.00	0.0%	\$ -	\$ 40,000.00
PROJECT SHARES		\$ 136,417.20		\$ 409,251.59		\$ -	\$ 545,668.78
Total Cost of Additional Work Requested by Municipality (Below)	100.0%	\$ 14,000.00					
TOTAL ESTIMATED MUNICIPAL SHARE (Receivable Amount)		\$ 150,417.20					

(Check if applicable)

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

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

Additional Work		Cost: 100% Municipal Share	
Sewer MH Adjustments		\$	14,000.00
TYPE OF WORK		\$	-
TYPE OF WORK		\$	-
TOTAL COST OF ADDITIONAL WORK REQUESTED BY MUNICIPALITY		\$	14,000.00

Payment:

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

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

Invoicing will include the following:

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

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

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

Municipality Name	Receivable Amount	Estimated Invoice Date
City of Portland	\$85,959.00	5/1/2020
City of Portland	\$64,458.00	6/30/2020
City of Portland	Balance	1/1/2021
Total Receivable Amount:	\$150,417.00	

Order 188-18/19

Passage: 8-0 (Cook absent) on April 8, 2019

Effective 4/18/2019

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

KIMBERLY COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER APPROVING TWO-PARTY AGREEMENT BETWEEN PORTLAND
AND THE MAINE DEPARTMENT OF TRANSPORTATION
RE: IMPROVEMENTS TO CUMBERLAND AVENUE**

ORDERED, that the two-party Partnership Agreement between the Maine Department of Transportation and the City of Portland for improvements to Cumberland Avenue with State Work Identification Number 022164.00 is hereby approved in substantially the form attached hereto; and

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



MaineDOT use only	
TEDOCS #:	_____
CT #:	_____
CSN #:	_____
PROGRAM:	_____

**MAINE DEPARTMENT OF TRANSPORTATION
MUNICIPAL/STATE AGREEMENT**

PROPOSED IMPROVEMENTS TO CUMBERLAND AVENUE

(MaineDOT Use Only)

Project Location: Portland
State WIN #: 022164.00
Federal Aid Project #: 2216400

Estimated Municipal Share: \$113,275.00
Vendor Customer #: 17A12144
Agreement Begin Date: _____
Agreement End Date: (5 years from the date last signed below)

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

RECITALS

- A. The scope of work that is the subject of this Agreement consists of making improvements to Cumberland Avenue, beginning at State Street and extending north 0.46 of a mile to Elm Street, in Portland, Maine, (hereafter the “Project”).
- B. The Parties have a mutual interest in ensuring that the Project is delivered on a reasonable schedule and within the programmed budget, using a process that maximizes communication and cooperation between the Parties.
- C. This Agreement is intended to cover the roles and responsibilities of the Parties during the design, permitting and right-of-way phases of Project development from Project inception through completion of the Project’s Plans, Specifications and Estimate (PS&E). This Agreement is further intended to establish the financial obligations of each Party, including that of full Project development through construction.

AGREEMENT

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

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

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

E. Agreement Administration:

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

F. Changes to Project Scope:

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

G. Traffic Control:

5. The Municipality agrees to allow MaineDOT's contractor to control all traffic through the work areas in accordance with the Traffic Control Plan approved by MaineDOT. The development of the Traffic Control Plan will follow the process outlined below:
 - i. MaineDOT's Project Manager (PM) will, when possible, submit the Project for Traffic Analysis and Movement Evaluation (TAME), approximately one year prior to advertisement. Once the results are received, the PM/Regional Traffic Engineer will discuss the proposed Project with the Municipality (scope, limits, day or night work, work window, etc).
 - ii. The Municipality will comment on their concerns/issues related to the Traffic Control Plan within two (2) weeks of receipt.

- iii. MaineDOT's PM & Designer will incorporate these comments where practical based on engineering judgment.
- iv. If the Municipality desires, a meeting will be held prior to PS&E to review the Project design, Special Provision 105 – Limitations of Operations, Special Provision 107 - Time, etc.

H. Utilities:

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

I. Governing Law:

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

J. Municipality's Responsibility:

- 11. When applicable, if the Municipality withdraws its financial support for the Project, leading MaineDOT to terminate the Project, the Municipality shall reimburse MaineDOT fully for all Project costs incurred in reliance on the Municipality's financial obligations outlined herein, including, but not limited to, reimbursement of all federal and state funds expended up to the

time of such termination. If the Municipality fails to reimburse MaineDOT for such costs incurred, after receiving an invoice seeking such reimbursement, MaineDOT may exercise its rights of set-off to recover the requested amount.

12. The Municipality agrees to alter, move, relocate or remove, or cause to be, at no cost to the Project, any municipal property, including all fixtures, facilities or monuments, located on, under or above the ground, as necessary to permit construction of the Project, which has not otherwise been provided for during the development of the Project. Any work necessary to do so during the period of construction shall be coordinated with the contractor for the Project.
13. The Municipality will be responsible to keep new or replaced/rehabilitated pedestrian facilities in usable condition including snow and ice control.
14. The Municipality agrees to keep the right-of-way of the Project inviolate from all encroachments and agrees to remove, or cause to be removed, anything that may encroach thereon.
15. When applicable, the Municipality agrees to regulate all entrances to the highway within the limits of the Project in accordance with the provisions of 23 M.R.S.A. § 704.
16. When applicable, the Municipality agrees to limit all on-street parking to the parking spaces as designed and constructed under the Project.

K. Termination:

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

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

L. Miscellaneous Provisions:

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

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

MaineDOT: Maine Department of Transportation
 24 Child Street
 16 State House Station
 Augusta, ME 04333-0016
 Attn.: LaRay L. Hamilton
 Email: laray.hamilton@maine.gov

Municipality: City of Portland
 389 Congress St
 Portland, ME 04101
 Attn.: Jon Jennings
 Email: citymanager@portlandmaine.gov

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

MUNICIPALITY OF PORTLAND

MAINE DEPARTMENT OF TRANSPORTATION

By: _____
Jon Jennings, City Manager

By: _____
Richard J. Crawford, P.E., Director
Bureau of Project Development

(Date Signed)

(Date Signed)

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

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

MUNICIPALITY OF PORTLAND

PROPOSED IMPROVEMENTS TO CUMBERLAND AVENUE

FEDERAL AID PROJECT NO. 2216400

STATE PROJECT IDENTIFICATION NUMBER (WIN) 22164.00

Project Scope:

Mill and Fill on Cumberland Avenue, beginning at State Street and extending north 0.46 of a mile to Elm Street. PACTS sponsored.

Funding Outline:

The Total Project Estimated Cost is \$ 411,100.00 , and the Parties agree to share costs through all stages of the Project under the terms outlined below.

Work Element	Municipal Share		Project Share				Total Cost
			MPO	Portion	MaineDOT (State) Portion		
	%	\$	%	\$	%	\$	\$
Preliminary Engineering	25.0%	\$ 4,963.75	75.0%	\$ 14,891.25	0.0%	\$ -	\$ 19,855.00
Right of Way	25.0%	\$ 125.00	75.0%	\$ 375.00	0.0%	\$ -	\$ 500.00
Construction	25.0%	\$ 84,258.75	75.0%	\$ 252,776.25	0.0%	\$ -	\$ 337,035.00
Construction Engineering	25.0%	\$ 9,927.50	75.0%	\$ 29,782.50	0.0%	\$ -	\$ 39,710.00
PROJECT SHARES		\$ 99,275.00		\$ 297,825.00		\$ -	\$ 397,100.00
Total Cost of Additional Work Requested by Municipality (Below)	100.0%	\$ 14,000.00					
TOTAL ESTIMATED MUNICIPAL SHARE (Receivable Amount)		\$ 113,275.00					

(Check if applicable)

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

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

Additional Work		Cost: 100% Municipal Share	
Sewer Manhole Adjustments - 14 @ \$1,000 ea.		\$	14,000.00
TYPE OF WORK		\$	-
TYPE OF WORK		\$	-
TOTAL COST OF ADDITIONAL WORK REQUESTED BY MUNICIPALITY		\$	14,000.00

Payment:

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

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

Invoicing will include the following:

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

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

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

Municipality Name	Receivable Amount	Estimated Invoice Date
City of Portland	\$66,182.00	5/1/2019
City of Portland	\$47,093.00	6/30/2019
City of Portland	Remaining balance if any	1/1/2020
Total Receivable Amount:	\$113,275.00	

Project Information

Municipality Name: Portland

Federal Aid Project #: 02216400

WIN: 22164.00

APPENDIX C

ADDITIONAL WORK

MAINE DEPARTMENT OF TRANSPORTATION

Transportation Improvement Project

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

Adjust 14 sewer manholes to grade.

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

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

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

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

MEMORANDUM
City Council Agenda Item

FROM:

DATE: November 5, 2019

SUBJECT: **Order 82-19/20 Approving the Modification to Agreement between Portland and the Maine Department of Transportation Re: Danforth Street Improvements - Sponsored by Jon P. Jennings, City Manager**

SPONSOR: Jon P. Jennings, 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 This agreement must be approved by City Council and signed by the City Manager by 12/4/19 to allow Maine Department of Transportation (MaineDOT) to meet its target bid date of 12/11/19 and target construction start date for this project. We are hoping with an earlier bid date bid pricing will be improved.

PRESENTATION:

I. SUMMARY

City Council is being asked to approve the attached Two-Party Municipal/State Agreement Modification and authorize the City Manager to sign it, which would allow MaineDOT to move ahead with its plans to pave Danforth Street between High Street and Vaughan Street in 2020.

II. AGENDA DESCRIPTION

This modification to agreement, between the Maine Department of Transportation (MaineDOT) and the City of Portland, obligates MaineDOT to mill and fill Danforth Street, adjust the City's sanitary sewer manhole frames and covers, as necessary, update and/or install new pedestrian curb ramps to meet American Disability Act requirements, and all appurtenances when MaineDOT's contractor paves Danforth Street. The modification obligates the City to pay MaineDOT for 25% of the work as its municipal share, or \$212,628.57, and an additional \$10,000.00 for manhole adjustments from a water resources fund. This is an increase of \$35,978.57 from the original agreement due to higher bid prices currently occurring in the area.

This item must be read on two separate days. It was given a first reading on November 4, 2019. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

The Danforth Street paving project is part of MaineDOT's 2018-2020 work plan. The scope of work include milling and paving with a 1 ½ inch hot mix asphalt overlay. Construction work on this project is scheduled to begin after April 15, 2020 and be completed in 2020. This project is classified as a pavement preservation project on an urban collector street. As such, PACTS will pay 75% of the cost of paving as part of its Collector Paving Program. The City will be responsible for 25% of the paving cost and the cost of making adjustments to its sanitary sewer facilities in the project area.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The Danforth Street paving project will improve the pavement surface and ride quality on a regionally important major urban collector street. Portland Area Comprehensive Transit System (PACTS) funds will pay for 75% of the paving costs.

V. FINANCIAL IMPACT

The City is obligated to pay 25% of the total construction cost and 100% of the cost of adjusting sanitary sewer manhole frames and covers in the project area. The total City cost of this work, estimated to be \$212,628.57 would be paid from a FY20 CIP accounts established for this project and \$10,000.00 from a water resources account. Please see the attached fiscal impact note for additional information.

VI. STAFF ANALYSIS AND BACKGROUND

Urban collector paving projects such as this one, where PACTS pays 75% of the paving costs, are one of the best alternatives for the City in terms of getting the most street paving done for the least expense of City funds. This is an important location in the City of Portland due to its downtown location. Most of the street has not been worked on since 2003 and is in need of repair.

VII. RECOMMENDATION

Urban collector paving projects such as this one, where PACTS pays 75% of the paving costs, are one of the best alternatives for the City in terms of getting the most street paving done for the least expense of City funds. This is an important location in the City of Portland due to its downtown location. Most of the street has not been worked on since 2003 and is in need of repair.

VIII. LIST ATTACHMENTS

1. Order re MDOT Modification re Danforth Avenue 11.4.2019
2. Updated Danforth St Fiscal Impact Note

3. DanforthSt_Improvements Project Location Map (1)
4. Two Party Agreement - Danforth - MDOT WIN 022170
5. Two Party Agreement - Danforth St - Mod. 1 to MSA 22170.00 Portland

Prepared by:

Date: 11/5/2019

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

KIMBERLY COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

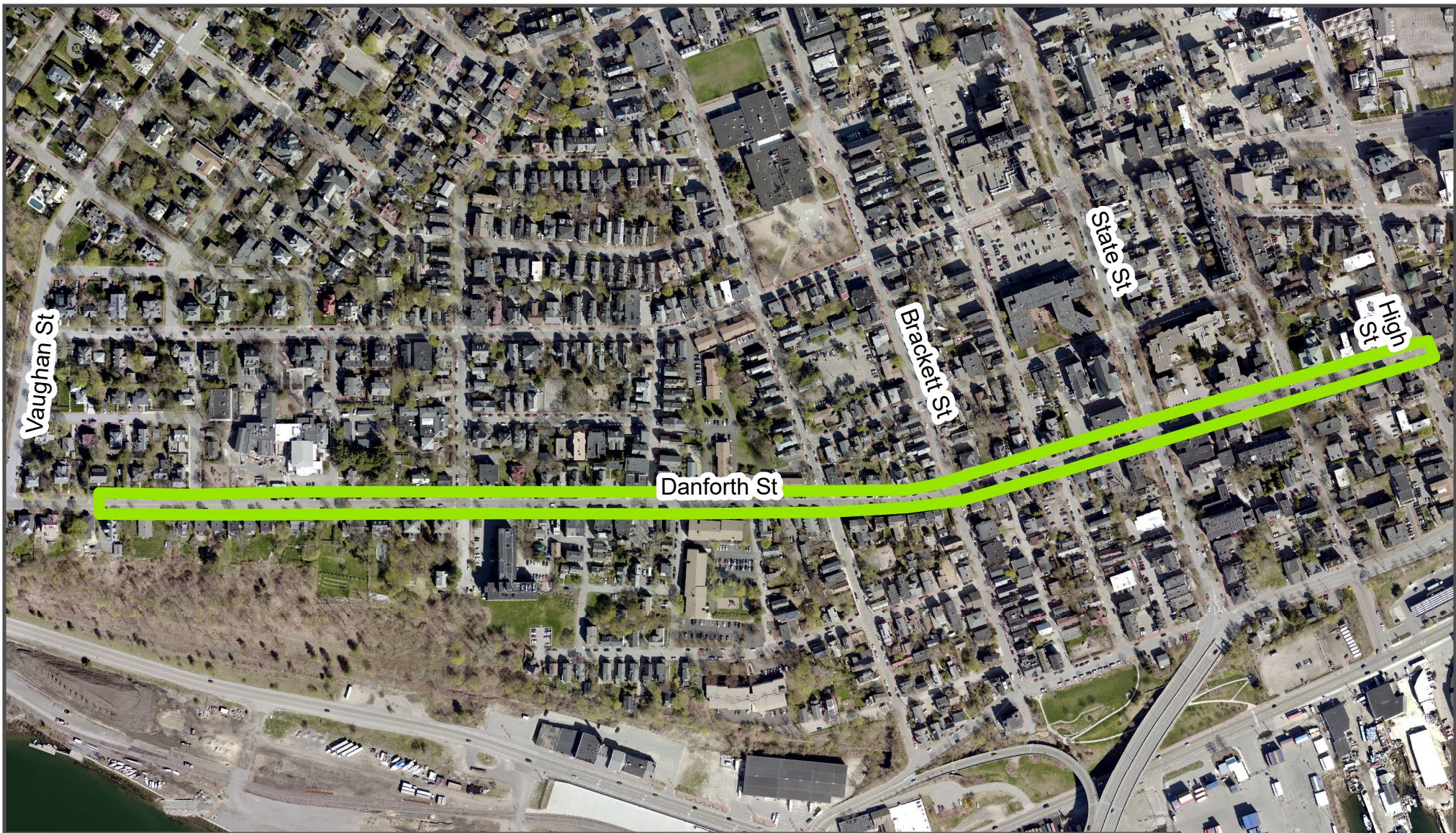
**ORDER APPROVING THE MODIFICATION TO AGREEMENT
BETWEEN PORTLAND
AND THE MAINE DEPARTMENT OF TRANSPORTATION
RE: IMPROVEMENTS TO DANFORTH STREET**

ORDERED, that the Modification to the Two-Party Agreement between the Maine Department of Transportation and the City of Portland to construct improvements to Danforth Street with State Work Identification Number 22170 is hereby approved in substantially the form attached hereto; and

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

FISCAL IMPACT NOTE New Program Cost Data:	Year 1		Year 2		Year 3	
	City Rate	City / Sch Combined Rate	City Rate	City / Sch Combined Rate	City Rate	City / Sch Combined Rate
Example:						
ADD: NEW ITEM ANNUAL EXPENDITURES		\$0		\$16,697		\$16,697
LESS: TOTAL NEW ITEM ANNUAL REVENUES		\$0		\$0		\$0
=NEW ITEM NET TAX RATE IMPACT PROJECTION	\$0	\$0	\$16,697	\$16,697	\$16,697	\$16,697
New Program Impact to the Mil Rate	\$0.0000	\$0.0000	\$0.0021	\$0.0021	\$0.0021	\$0.0021
New Program % Impact on Mil Rate	0.0000%	0.0000%	0.0186%	0.0094%	0.0186%	0.0094%
Mil Rate Including New Program	\$11.3400	\$22.4800	\$11.3421	\$22.4821	\$11.3421	\$22.4821

Notes: The CIP impact will actually begin in 2020 and remain for the 20 year life of the bond.

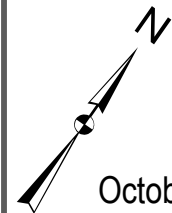


CITY OF PORTLAND, MAINE
DEPT. OF PUBLIC WORKS
212 CANCO RD, PORTLAND, MAINE 04103
PHONE (207) 874-8846 FAX (207) 874-8852

Danforth St Improvements

Mill and Fill on approximately
0.78 miles of Danforth St
and pedestrian improvements
within these limits.

Legend



October 25, 2019

0 0.025 0.05 0.1
Miles

Order 189-18/19

Passage: 8-0 (Cook absent) on April 8, 2019

Effective 4/18/2019

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

KIMBERLY COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER APPROVING TWO-PARTY AGREEMENT BETWEEN PORTLAND
AND THE MAINE DEPARTMENT OF TRANSPORTATION
RE: IMPROVEMENTS TO DANFORTH STREET**

ORDERED, that the two-party Partnership Agreement between the Maine Department of Transportation and the City of Portland for improvements to Danforth Street with State Work Identification Number 022170.00 is hereby approved in substantially the form attached hereto; and

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



MaineDOT use only	
TEDOCS #:	_____
CT #:	_____
CSN #:	_____
PROGRAM:	_____

MAINE DEPARTMENT OF TRANSPORTATION
MUNICIPAL/STATE AGREEMENT
PROPOSED IMPROVEMENTS TO DANFORTH STREET

(MaineDOT Use Only)

Project Location: Portland
State WIN #: 022170.00
Federal Aid Project #: 2217000

Estimated Municipal Share: \$186,650.00
Vendor Customer #: 17A12144
Agreement Begin Date: _____
Agreement End Date: (5 years from the date last signed below)

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

RECITALS

- A. The scope of work that is the subject of this Agreement consists of making improvements to Danforth Street, beginning at High Street and extending southwest 0.78 of a mile to 0.05 of a mile north of Vaughan Street, in Portland, Maine, (hereafter the “Project”).
- B. The Parties have a mutual interest in ensuring that the Project is delivered on a reasonable schedule and within the programmed budget, using a process that maximizes communication and cooperation between the Parties.
- C. This Agreement is intended to cover the roles and responsibilities of the Parties during the design, permitting and right-of-way phases of Project development from Project inception through completion of the Project’s Plans, Specifications and Estimate (PS&E). This Agreement is further intended to establish the financial obligations of each Party, including that of full Project development through construction.

AGREEMENT

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

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

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

E. Agreement Administration:

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

F. Changes to Project Scope:

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

G. Traffic Control:

5. The Municipality agrees to allow MaineDOT's contractor to control all traffic through the work areas in accordance with the Traffic Control Plan approved by MaineDOT. The development of the Traffic Control Plan will follow the process outlined below:
 - i. MaineDOT's Project Manager (PM) will, when possible, submit the Project for Traffic Analysis and Movement Evaluation (TAME), approximately one year prior to advertisement. Once the results are received, the PM/Regional Traffic Engineer will discuss the proposed Project with the Municipality (scope, limits, day or night work, work window, etc).
 - ii. The Municipality will comment on their concerns/issues related to the Traffic Control Plan within two (2) weeks of receipt.

- iii. MaineDOT's PM & Designer will incorporate these comments where practical based on engineering judgment.
- iv. If the Municipality desires, a meeting will be held prior to PS&E to review the Project design, Special Provision 105 – Limitations of Operations, Special Provision 107 - Time, etc.

H. Utilities:

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

I. Governing Law:

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

J. Municipality's Responsibility:

- 11. When applicable, if the Municipality withdraws its financial support for the Project, leading MaineDOT to terminate the Project, the Municipality shall reimburse MaineDOT fully for all Project costs incurred in reliance on the Municipality's financial obligations outlined herein, including, but not limited to, reimbursement of all federal and state funds expended up to the

time of such termination. If the Municipality fails to reimburse MaineDOT for such costs incurred, after receiving an invoice seeking such reimbursement, MaineDOT may exercise its rights of set-off to recover the requested amount.

12. The Municipality agrees to alter, move, relocate or remove, or cause to be, at no cost to the Project, any municipal property, including all fixtures, facilities or monuments, located on, under or above the ground, as necessary to permit construction of the Project, which has not otherwise been provided for during the development of the Project. Any work necessary to do so during the period of construction shall be coordinated with the contractor for the Project.
13. The Municipality will be responsible to keep new or replaced/rehabilitated pedestrian facilities in usable condition including snow and ice control.
14. The Municipality agrees to keep the right-of-way of the Project inviolate from all encroachments and agrees to remove, or cause to be removed, anything that may encroach thereon.
15. When applicable, the Municipality agrees to regulate all entrances to the highway within the limits of the Project in accordance with the provisions of 23 M.R.S.A. § 704.
16. When applicable, the Municipality agrees to limit all on-street parking to the parking spaces as designed and constructed under the Project.

K. Termination:

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

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

L. Miscellaneous Provisions:

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

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

MaineDOT: Maine Department of Transportation
 24 Child Street
 16 State House Station
 Augusta, ME 04333-0016
 Attn.: LaRay L. Hamilton
 Email: laray.hamilton@maine.gov

Municipality: City of Portland
 389 Congress St
 Portland, ME 04101
 Attn.: Jon Jennings
 Email: citymanager@portlandmaine.gov

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

MUNICIPALITY OF PORTLAND

MAINE DEPARTMENT OF TRANSPORTATION

By: _____
Jon Jennings, City Manager

By: _____
Richard J. Crawford, P.E., Director
Bureau of Project Development

(Date Signed)

(Date Signed)

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

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

MUNICIPALITY OF PORTLAND

PROPOSED IMPROVEMENTS TO DANFORTH STREET

FEDERAL AID PROJECT NO. 2217000

STATE PROJECT IDENTIFICATION NUMBER (WIN) 22170.00

Project Scope:

Mill and Fill on Danforth Street, beginning at High Street and extending southwest 0.78 of a mile to 0.05 of a mile north of Vaughan Street.
PACTS sponsored.

Funding Outline:

The Total Project Estimated Cost is \$ 716,600.00 , and the Parties agree to share costs through all stages of the Project under the terms outlined below.

Work Element	Municipal Share		Project Share				Total Cost
			MPO	Portion	MaineDOT (State) Portion		
	%	\$	%	\$	%	\$	\$
Preliminary Engineering	25.0%	\$ 8,832.50	75.0%	\$ 26,497.50	0.0%	\$ -	\$ 35,330.00
Right of Way	25.0%	\$ 125.00	75.0%	\$ 375.00	0.0%	\$ -	\$ 500.00
Construction	25.0%	\$ 150,027.50	75.0%	\$ 450,082.50	0.0%	\$ -	\$ 600,110.00
Construction Engineering	25.0%	\$ 17,665.00	75.0%	\$ 52,995.00	0.0%	\$ -	\$ 70,660.00
PROJECT SHARES		\$ 176,650.00		\$ 529,950.00		\$ -	\$ 706,600.00
Total Cost of Additional Work Requested by Municipality (Below)	100.0%	\$ 10,000.00					
TOTAL ESTIMATED MUNICIPAL SHARE (Receivable Amount)		\$ 186,650.00					

(Check if applicable)

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

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

Additional Work		Cost: 100% Municipal Share	
Sewer Manhole Adjustments - 10 @ \$1,000		\$	10,000.00
TYPE OF WORK		\$	-
TYPE OF WORK		\$	-
TOTAL COST OF ADDITIONAL WORK REQUESTED BY MUNICIPALITY		\$	10,000.00

Payment:

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

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

Invoicing will include the following:

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

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

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

Municipality Name	Receivable Amount	Estimated Invoice Date
City of Portland	\$109,179.00	5/1/2019
City of Portland	\$77,471.00	6/30/2019
City of Portland	Remaining balance if any	1/1/2020
Total Receivable Amount:	\$186,650.00	

Project Information

Municipality Name: Portland

Federal Aid Project #: 02217000

WIN: 22170.00

APPENDIX C

ADDITIONAL WORK

MAINE DEPARTMENT OF TRANSPORTATION

Transportation Improvement Project

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

Adjust 10 sewer manholes to grade.

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

- a) All plans and specifications shall conform to the standards used by MaineDOT as set forth in the latest version of its *"Highway Design Guide"* and *"Standard Details"* and comply with MaineDOT's Utility Accommodation Rules.
- b) All plans shall be size "D" drawings measuring 22 inches by 36 inches reproducible in black and white print.
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- g) The Municipality may utilize the electronic exchange of CADD data; the Municipality must accept pertinent electronic input data as specified by MaineDOT. A copy of MaineDOT's specifications can be found on its website under Business and CADD support. It is the responsibility of the Municipality to translate this data into other formats required for use in their design software.

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



MaineDOT use only

TEDOCS #: _____
CTM #: DOT0519-40397
CSN #: 40397
PROGRAM: Highway Program

MODIFICATION # 1 TO MUNICIPAL/STATE AGREEMENT

Project Location: Portland
State W.I.N. #: 22170.00
Federal Aid Project #: 2217000
Vendor Customer #: 17A12144

Original Estimated Municipal Share: \$186,650.00
Current Estimated Municipal Share: \$186,650.00
Modified Estimated Municipal Share: \$222,628.57 ☐ N/A
Current Agreement End Date: May 8, 2024
Modified Agreement End Date: _____ ☒ N/A

This Modification hereby amends a Municipal/State Agreement (Agreement) that was executed by MaineDOT on May 10, 2019, with the Municipality of Portland for making improvements to Danforth Street, beginning at High Street and extending southwest 0.78 miles to 0.05 miles north of Vaughan Street, regarding the above referenced project as follows:

The following checked appendices are hereby incorporated into this modification by reference:

- ☒ Appendix A – Project scope, cost sharing, and payment schedule *(not required for non-monetary agreements.)*
- ☐ Appendix B – Perpetual Bicycle/Pedestrian Facility Maintenance
- ☐ Appendix B – Perpetual Drainage Maintenance
- ☐ Appendix B – Perpetual Landscape Maintenance
- ☐ Appendix B – Perpetual Operation and Maintenance of Lighting/Flashing Beacon and/or Signage with Associated Light(s)
- ☐ Appendix B – Perpetual Traffic Signal Operation and Maintenance
- ☐ Appendix B – Perpetual Traffic Signal Operation and Shared Maintenance
- ☐ Appendix B – Perpetual Bridge Lighting/Approach Lighting Maintenance & Snow Plowing
- ☐ Appendix C – Additional work requested by Municipality

☒ **Increased Estimated Municipal Share.** The Estimated Municipal Share of the Agreement shall be increased by: \$35,978.57 from \$186,650.00 to \$222,628.57.

☐ **Agreement End Date.** The End Date of the Agreement shall be extended from to _____.

☐ **Change in Scope of Work.** The Scope of Services specified in the Agreement shall be modified by _____.

All other terms and conditions of the original Agreement shall remain in effect. This Modification hereby becomes part of the original Agreement. MaineDOT and the Municipality of Portland, by their duly authorized representatives, have executed this modification to said original Agreement, which shall become effective on the date last signed below.

MUNICIPALITY OF PORTLAND

MAINE DEPARTMENT OF TRANSPORTATION

By: _____
Jon Jennings, City Manager

By: _____
Richard J. Crawford, Director
Bureau of Project Development

Date

Date

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

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

MUNICIPALITY OF PORTLAND

PROPOSED IMPROVEMENTS TO DANFORTH STREET

FEDERAL AID PROJECT NO. 2217000

STATE PROJECT IDENTIFICATION NUMBER (WIN) 22170.00

Project Scope:

Mill and Fill on Danforth Street, beginning at High Street and extending southwest 0.78 miles to 0.05 miles north of Vaughan Street.

Funding Outline:

The Total Project Estimated Cost is \$ 860,514.26 , and the Parties agree to share costs through all stages of the Project under the terms outlined below.

Work Element	Municipal Share		Project Share				Total Cost
			Federal	Portion	MaineDOT (State) Portion		
	%	\$	%	\$	%	\$	\$
Preliminary Engineering	25.0%	\$ 8,750.00	75.0%	\$ 26,250.00	0.0%	\$ -	\$ 35,000.00
Right of Way	25.0%	\$ -	75.0%	\$ -	0.0%	\$ -	\$ -
Construction	25.0%	\$ 186,378.57	75.0%	\$ 559,135.70	0.0%	\$ -	\$ 745,514.26
Construction Engineering	25.0%	\$ 17,500.00	75.0%	\$ 52,500.00	0.0%	\$ -	\$ 70,000.00
PROJECT SHARES		\$ 212,628.57		\$ 637,885.70		\$ -	\$ 850,514.26
Total Cost of Additional Work Requested by Municipality (Below)	100.0%	\$ 10,000.00					
TOTAL ESTIMATED MUNICIPAL SHARE (Receivable Amount)		\$ 222,628.57					

(Check if applicable)

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

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

Additional Work	Cost: 100% Municipal Share	
Sewer Manhole Adjustments - 10 @ \$1,000 ea.	\$	10,000.00
TYPE OF WORK	\$	-
TYPE OF WORK	\$	-
TOTAL COST OF ADDITIONAL WORK REQUESTED BY MUNICIPALITY	\$	10,000.00

Payment:

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

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

Invoicing will include the following:

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

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

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

Municipality Name	Receivable Amount	Estimated Invoice Date
City of Portland	\$120,689.29	5/1/2020
City of Portland	\$101,939.28	6/30/2020
City of Portland	Balance Remaining if Any	1/1/2021
Total Receivable Amount:	\$222,628.57	

MEMORANDUM
City Council Agenda Item

FROM:

DATE: November 5, 2019

SUBJECT: **Order 83-19/20 Approving Modification to Two-Party Agreement between Portland and the Maine Department of Transportation Re: India Street Improvements - Sponsored by Jon P. Jennings, City Manager**

SPONSOR: Jon P. Jennings, 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 This agreement must be approved by City Council and signed by the City Manager by 12/4/19 to allow Maine Department of Transportation (MaineDOT) to meet its target bid date of 12/11/19 and target construction start date for this project. We are hoping with an earlier bid date bid pricing will be improved.

PRESENTATION:

I. SUMMARY

City Council is being asked to approve the attached Two-Party Municipal/State Agreement Modification and authorize the City Manager to sign it, which would allow MaineDOT to move ahead with its plans to pave India Street between Congress Street and Commercial Street in 2020.

II. AGENDA DESCRIPTION

This modification to agreement, between Maine Department of Transportation (MaineDOT) and the City of Portland, obligates MaineDOT to mill and fill India Street and adjust the City's sanitary sewer manhole frames and covers, as necessary, when MaineDOT's contractor paves India Street. The agreement obligates the City to pay MaineDOT \$183,874.00, and an additional \$10,000.00 for manhole adjustments from a water resources fund. This is less than the original agreement cost the City, due to removing American Disability Act requirement work and an error in the original state estimate.

This item must be read on two separate days. It was given a first reading on November 4, 2019. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

The India Street paving project is part of MaineDOT's Cyclical Paving Resurfacing (CPR) work plan. The scope of work includes milling and paving with a 1 ¼ inch hot mix asphalt overlay and ADA improvements

with curb adjustments as needed. The CPR program is a state-funded maintenance program that allocates \$200,000 of state funding per mile. Therefore, MaineDOT will contribute \$58,000.00 as part of the CPR program contribution. The City will be responsible for the remainder of the project cost and 100% of the cost of making adjustments to its sanitary sewer facilities in the project area.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The India Street paving project will improve the pavement surface and ride quality on a regionally important major urban collector street and improve pedestrian facilities on this road.

V. FINANCIAL IMPACT

The City is obligated to pay for the additional cost required on top of the CPR allocation and 100% of the cost of adjusting sanitary sewer manhole frames and covers in the project area. The total City cost of this work, estimated to be \$193,874.00, would be paid from a FY20 CIP account established for this project and \$10,000.00 from a water resources account. Please see attached fiscal impact note for additional information.

VI. STAFF ANALYSIS AND BACKGROUND

The CPR program is a good program and works on minor roads as it helps to defer some of the mill and fill costs for what is essentially a City project.

This is an important location in the City of Portland due to its increasing development and designation as a minor arterial. The street is in need of resurfacing and the improvement of ADA ramps will provide safer routes for pedestrians.

VII. RECOMMENDATION

The Department of Public Works recommends approving and signing the subject agreement to allow MaineDOT to pave approximately 0.29 miles of India Street (from Congress Street to Commercial Street) in 2020.

VIII. LIST ATTACHMENTS

1. Order re Modification to Paving India Street MDOT 11.4.2019
2. Updated Fiscal Impact - India Street
3. India_Street_Improvements Project Location Map (1)
4. India St Two Party Agreement (1)
5. India Mod. 1 to MSA 24037.00 Portland

Prepared by:

Date: 11/5/2019

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

KIMBERLY COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

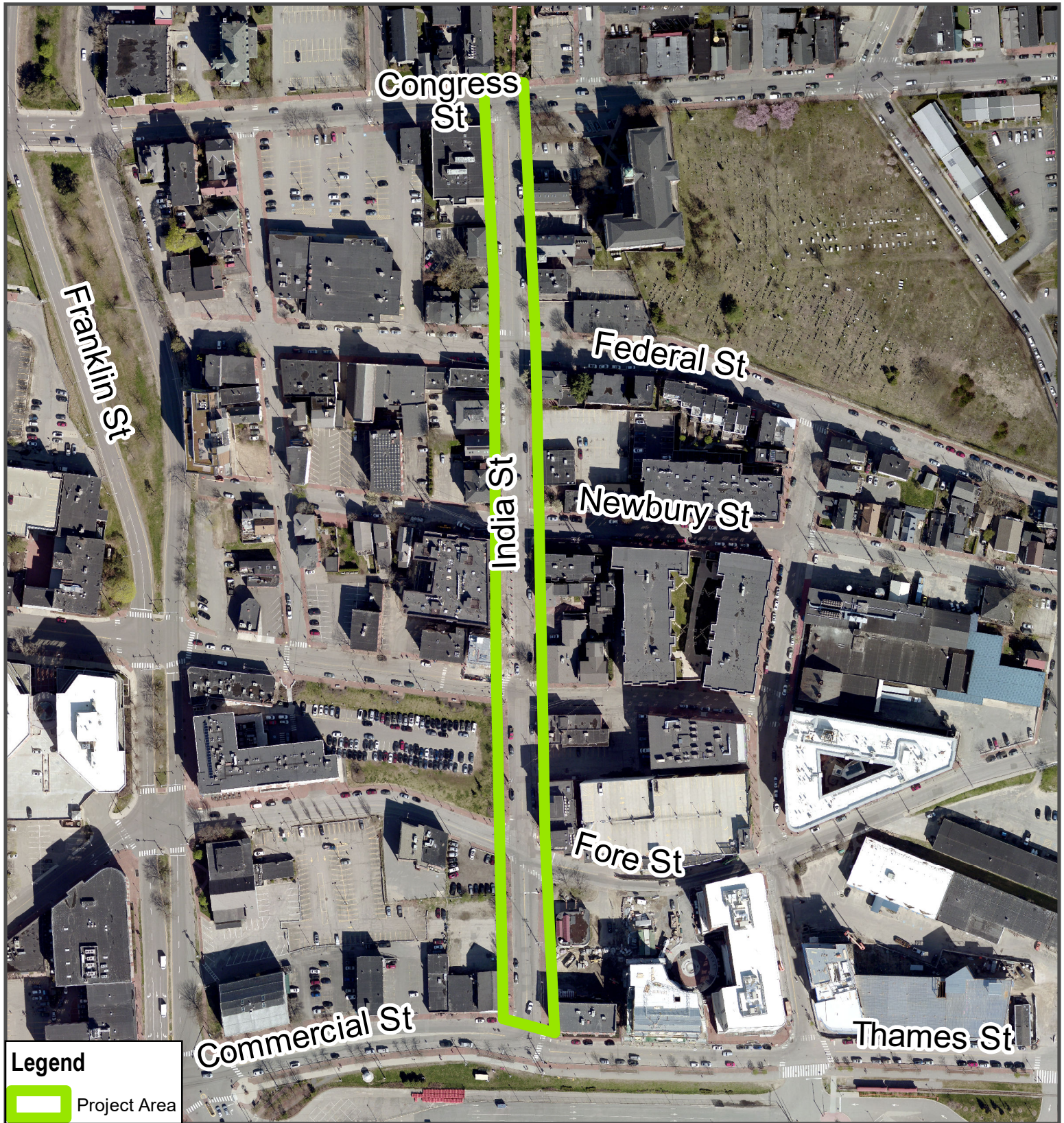
**ORDER APPROVING MODIFICATION TO
TWO-PARTY AGREEMENT BETWEEN PORTLAND
AND THE MAINE DEPARTMENT OF TRANSPORTATION
RE: IMPROVEMENTS TO INDIA STREET**

ORDERED, that the Modification to Agreement between the Maine Department of Transportation and the City of Portland for improvements to India Street with State Work Identification Number 024037.00 is hereby approved in substantially the form attached hereto; and

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

FISCAL IMPACT NOTE New Program Cost Data:	Year 1		Year 2		Year 3	
	City Rate	City / Sch Combined Rate	City Rate	City / Sch Combined Rate	City Rate	City / Sch Combined Rate
<u>Example:</u>						
ADD: NEW ITEM ANNUAL EXPENDITURES		\$0		\$14,540		\$14,540
LESS: TOTAL NEW ITEM ANNUAL REVENUES		\$0		\$0		\$0
=NEW ITEM NET TAX RATE IMPACT PROJECTION	\$0	\$0	\$14,540	\$14,540	\$14,540	\$14,540
New Program Impact to the Mil Rate	\$0.0000	\$0.0000	\$0.0018	\$0.0018	\$0.0018	\$0.0018
New Program % Impact on Mil Rate	0.0000%	0.0000%	0.0162%	0.0082%	0.0162%	0.0082%
Mil Rate Including New Program	\$11.3400	\$22.4800	\$11.3418	\$22.4818	\$11.3418	\$22.4818

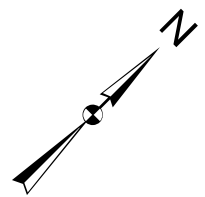
Notes: The CIP impact will actually begin in 2020 and remain for the 20 year life of the bond.



CITY OF PORTLAND, MAINE
DEPT. OF PUBLIC WORKS
212 CANCO RD, PORTLAND, MAINE 04103
PHONE (207) 874-8846 FAX (207) 874-8852

India Street Improvements

Mill and fill on approximately
0.29 miles of India St and
pedestrian improvements
within these limits.



March 6, 2019

0 0.025 0.05
Miles



MaineDOT use only	
TEDOCS #:	_____
CT #:	_____
CSN #:	_____
PROGRAM:	_____

MAINE DEPARTMENT OF TRANSPORTATION
MUNICIPAL/STATE AGREEMENT
PROPOSED IMPROVEMENTS TO INDIA STREET

(MaineDOT Use Only)

Project Location: Portland
State WIN #: 024037.00
Federal Aid Project #: 2403700

Estimated Municipal Share: \$299,000.00
Vendor Customer #: 17A12144
Agreement Begin Date: _____
Agreement End Date: (5 years from the date last signed below)

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

RECITALS

- A. The scope of work that is the subject of this Agreement consists of making improvements to India Street, beginning at Congress Street and extending south 0.29 of a mile to Commercial Street, in Portland, Maine, (hereafter the “Project”).
- B. The Parties have a mutual interest in ensuring that the Project is delivered on a reasonable schedule and within the programmed budget, using a process that maximizes communication and cooperation between the Parties.
- C. This Agreement is intended to cover the roles and responsibilities of the Parties during the design, permitting and right-of-way phases of Project development from Project inception through completion of the Project’s Plans, Specifications and Estimate (PS&E). This Agreement is further intended to establish the financial obligations of each Party, including that of full Project development through construction.

AGREEMENT

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

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

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

E. Agreement Administration:

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

F. Changes to Project Scope:

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

G. Traffic Control:

5. The Municipality agrees to allow MaineDOT's contractor to control all traffic through the work areas in accordance with the Traffic Control Plan approved by MaineDOT. The development of the Traffic Control Plan will follow the process outlined below:
 - i. MaineDOT's Project Manager (PM) will, when possible, submit the Project for Traffic Analysis and Movement Evaluation (TAME), approximately one year prior to advertisement. Once the results are received, the PM/Regional Traffic Engineer will discuss the proposed Project with the Municipality (scope, limits, day or night work, work window, etc).
 - ii. The Municipality will comment on their concerns/issues related to the Traffic Control Plan within two (2) weeks of receipt.

- iii. MaineDOT's PM & Designer will incorporate these comments where practical based on engineering judgment.
- iv. If the Municipality desires, a meeting will be held prior to PS&E to review the Project design, Special Provision 105 – Limitations of Operations, Special Provision 107 - Time, etc.

H. Utilities:

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

I. Governing Law:

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

J. Municipality's Responsibility:

- 11. When applicable, if the Municipality withdraws its financial support for the Project, leading MaineDOT to terminate the Project, the Municipality shall reimburse MaineDOT fully for all Project costs incurred in reliance on the Municipality's financial obligations outlined herein, including, but not limited to, reimbursement of all federal and state funds expended up to the

time of such termination. If the Municipality fails to reimburse MaineDOT for such costs incurred, after receiving an invoice seeking such reimbursement, MaineDOT may exercise its rights of set-off to recover the requested amount.

12. The Municipality agrees to alter, move, relocate or remove, or cause to be, at no cost to the Project, any municipal property, including all fixtures, facilities or monuments, located on, under or above the ground, as necessary to permit construction of the Project, which has not otherwise been provided for during the development of the Project. Any work necessary to do so during the period of construction shall be coordinated with the contractor for the Project.
13. The Municipality will be responsible to keep new or replaced/rehabilitated pedestrian facilities in usable condition including snow and ice control.
14. The Municipality agrees to keep the right-of-way of the Project inviolate from all encroachments and agrees to remove, or cause to be removed, anything that may encroach thereon.
15. When applicable, the Municipality agrees to regulate all entrances to the highway within the limits of the Project in accordance with the provisions of 23 M.R.S.A. § 704.
16. When applicable, the Municipality agrees to limit all on-street parking to the parking spaces as designed and constructed under the Project.

K. Termination:

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

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

L. Miscellaneous Provisions:

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

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

MaineDOT: Maine Department of Transportation
 24 Child Street
 16 State House Station
 Augusta, ME 04333-0016
 Attn.: LaRay L. Hamilton
 Email: laray.hamilton@maine.gov

Municipality: City of Portland
 389 Congress St
 Portland, ME 04101
 Attn.: Jon Jennings
 Email: citymanager@portlandmaine.gov

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

MUNICIPALITY OF PORTLAND

MAINE DEPARTMENT OF TRANSPORTATION

By: _____
Jon Jennings, City Manager

By: _____
Richard J. Crawford, P.E., Director
Bureau of Project Development

(Date Signed)

(Date Signed)

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

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

MUNICIPALITY OF **PORTLAND**

PROPOSED IMPROVEMENTS TO **INDIA STREET**

FEDERAL AID PROJECT NO. **2403700**

STATE PROJECT IDENTIFICATION NUMBER (WIN) **24037.00**

Project Scope:

Mill and Fill India Street, beginning at Congress Street and extending south 0.29 miles to Commercial Street.

Funding Outline:

The Total Project Estimated Cost is \$ 357,000.00 , and the Parties agree to share costs through all stages of the Project under the terms outlined below.

Work Element	Municipal Share		Project Share				Total Cost
			Federal	Portion	MaineDOT (State) Portion		
	%	\$	%	\$	%	\$	\$
Preliminary Engineering	0.0%	\$ -	0.0%	\$ -	100.0%	\$ 872.00	\$ 872.00
Right of Way	0.0%	\$ -	0.0%	\$ -	100.0%	\$ -	\$ -
Construction	0.0%	\$ -	0.0%	\$ -	100.0%	\$ 56,260.00	\$ 56,260.00
Construction Engineering	0.0%	\$ -	0.0%	\$ -	100.0%	\$ 868.00	\$ 868.00
PROJECT SHARES		\$ -		\$ -		\$ 58,000.00	\$ 58,000.00
Total Cost of Additional Work Requested by Municipality (Below)	100.0%	\$ 299,000.00					
TOTAL ESTIMATED MUNICIPAL SHARE (Receivable Amount)		\$ 299,000.00					

(Check if applicable)

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

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

Additional Work		Cost: 100% Municipal Share	
Change Scope of Work from CPR to Mill & Fill		\$	289,000.00
Adjust Sewer Manholes - 10 @ \$1,000 ea.		\$	10,000.00
TYPE OF WORK		\$	-
TOTAL COST OF ADDITIONAL WORK REQUESTED BY MUNICIPALITY		\$	299,000.00

Payment:

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

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

Invoicing will include the following:

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

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

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

Municipality Name	Receivable Amount	Estimated Invoice Date
City of Portland	\$225,000.00	5/1/2019
City of Portland	\$74,000.00	6/30/2019
City of Portland	Balance remaining if any	1/1/2020
Total Receivable Amount:	\$299,000.00	

Project Information

Municipality Name: Portland

Federal Aid Project #: 2403700

WIN: 24037.00

APPENDIX C

ADDITIONAL WORK

MAINE DEPARTMENT OF TRANSPORTATION

Transportation Improvement Project

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

Change the scope of work from a CPR, capped at \$58,000 for MaineDOT, to a 1 1/4" Mill and Fill, with variable depth shim, and other incidentals, including adjusting sewer manholes.

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

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

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

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



MaineDOT use only
TEDOCS #: _____
CTM #: <u>DOT0819-40823</u>
CSN #: <u>40823</u>
PROGRAM: <u>Highway Program</u>

MODIFICATION # 1 TO MUNICIPAL/STATE AGREEMENT

Project Location: Portland
State W.I.N. #: 24037.00
Federal Aid Project #: 2403700
Vendor Customer #: 17A12144

Original Estimated Municipal Share: \$299,000.00
Current Estimated Municipal Share: \$299,000.00
Modified Estimated Municipal Share: \$193,874.00 ☐ N/A
Current Agreement End Date: August 28, 2024
Modified Agreement End Date: _____ ☒ N/A

This Modification hereby amends a Municipal/State Agreement (Agreement) that was executed by MaineDOT on August 28, 2019, with the Municipality of Portland for India Street, beginning at Congress Street and extending south 0.29 miles to Commercial Street, regarding the above referenced project as follows:

The following checked appendices are hereby incorporated into this modification by reference:

- ☒ Appendix A – Project scope, cost sharing, and payment schedule *(not required for non-monetary agreements.)*
- ☐ Appendix B – Perpetual Bicycle/Pedestrian Facility Maintenance
- ☐ Appendix B – Perpetual Drainage Maintenance
- ☐ Appendix B – Perpetual Landscape Maintenance
- ☐ Appendix B – Perpetual Operation and Maintenance of Lighting/Flashing Beacon and/or Signage with Associated Light(s)
- ☐ Appendix B – Perpetual Traffic Signal Operation and Maintenance
- ☐ Appendix B – Perpetual Traffic Signal Operation and Shared Maintenance
- ☐ Appendix B – Perpetual Bridge Lighting/Approach Lighting Maintenance & Snow Plowing
- ☐ Appendix C – Additional work requested by Municipality

☒ **Modified Estimated Municipal Share.** The Estimated Municipal Share of the Agreement shall be **decreased** by: \$105,126.00 from \$299,000.00 to \$193,874.00.

☐ **Agreement End Date.** The End Date of the Agreement shall be extended from _____ to _____.

☐ **Change in Scope of Work.** The Scope of Services specified in the Agreement shall be modified by _____.

All other terms and conditions of the original Agreement shall remain in effect. This Modification hereby becomes part of the original Agreement. MaineDOT and the Municipality of Portland, by their duly authorized representatives, have executed this modification to said original Agreement, which shall become effective on the date last signed below.

MUNICIPALITY OF PORTLAND

MAINE DEPARTMENT OF TRANSPORTATION

By: _____
Jon Jennings, City Manager

By: _____
Richard J. Crawford, Director
Bureau of Project Development

Date

Date

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

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

MUNICIPALITY OF PORTLAND

PROPOSED IMPROVEMENTS TO INDIA STREET

FEDERAL AID PROJECT NO. 2403700

STATE PROJECT IDENTIFICATION NUMBER (WIN) 24037.00

Project Scope:

Mill and Fill India Street, beginning at Congress Street and extending south 0.29 miles to Commercial Street.

Funding Outline:

The Total Project Estimated Cost is \$ 251,874.00 , and the Parties agree to share costs through all stages of the Project under the terms outlined below.

Work Element	Municipal Share		Project Share				Total Cost
			Federal	Portion	MaineDOT (State) Portion		
	%	\$	%	\$	%	\$	\$
Preliminary Engineering	0.0%	\$ -	0.0%	\$ -	100.0%	\$ 872.00	\$ 872.00
Right of Way	0.0%	\$ -	0.0%	\$ -	100.0%	\$ -	\$ -
Construction	0.0%	\$ -	0.0%	\$ -	100.0%	\$ 56,260.00	\$ 56,260.00
Construction Engineering	0.0%	\$ -	0.0%	\$ -	100.0%	\$ 868.00	\$ 868.00
PROJECT SHARES		\$ -		\$ -		\$ 58,000.00	\$ 58,000.00
Total Cost of Additional Work Requested by Municipality (Below)	100.0%	\$ 193,874.00					
TOTAL ESTIMATED MUNICIPAL SHARE (Receivable Amount)		\$ 193,874.00					

(Check if applicable)

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

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

Additional Work		Cost: 100% Municipal Share	
Change Scope of Work from CPR to Mill & Fill		\$	183,874.00
Adjust Sewer MHs 10 @ \$1,000 ea.		\$	10,000.00
TYPE OF WORK		\$	-
TOTAL COST OF ADDITIONAL WORK REQUESTED BY MUNICIPALITY		\$	193,874.00

Payment:

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

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

Invoicing will include the following:

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

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

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

Municipality Name	Receivable Amount	Estimated Invoice Date
City of Portland	\$193,874.00	5/1/2020
City of Portland	Balance Remaining If Any	1/1/2021
Total Receivable Amount:	\$193,874.00	

MEMORANDUM
City Council Agenda Item

FROM: Greg Mitchell, Director

DATE: November 5, 2019

SUBJECT: **Order 84-19/20 Approving the Application for, Acceptance and Appropriation of an up to \$250,000 Brownfields Assessment Grant - Sponsored by Jon P. Jennings, City Manager**

SPONSOR: Jon P. Jennings, 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 In order to get the application done in a timely manner by the deadline of December 3, 2019, approval would be needed at the November 18, 2019 Council meeting.

PRESENTATION: Greg Mitchell/5 Minutes.

I. SUMMARY

The Economic Development Department is seeking the City Council's approval to apply for up to \$250,000 in Grant Funds from the Environmental Protection Agency to replenish the City's Brownfields Assessment Grant Program, as well as accept and appropriate the Grant Funds if awarded.

II. AGENDA DESCRIPTION

City Council approval is sought to submit an application to the United States Environmental Protection Agency (EPA) for up to \$250,000 of additional Brownfield Assessment Grant Funding, as well as accepting and appropriating the Grant if awarded.

At this time, only \$40,000 remains of \$200,000 in Assessment Funds that the City received from EPA in 2018.

This item must be read on two separate days. It was given a first reading on November 4, 2019. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

The Environmental Protection Agency (EPA) provides the City with Brownfields funds to be used for assessment activities as well as cleanup of properties for commercial, mixed use, residential developments and open space. The City received its first Brownfields Assessment Grant of \$200,000 from EPA in 2018. These funds have been used to cover the cost of Phase I and Phase II Environmental Site Assessments for many private properties poised for redevelopment as well as City-owned properties prior to sale. Just \$40,000 remains in the City's Brownfields Assessment Fund.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The intended result is to submit an application to EPA for additional Brownfields Assessment Grant Funds of up to \$250,000. Should the Grant request be successful, the City would have additional funds to cover the cost of Phase I and Phase II Environmental Site Assessments for properties that have redevelopment potential.

V. FINANCIAL IMPACT

There will be no financial impact because the Brownfields funds are grants to the City of Portland from EPA.

VI. STAFF ANALYSIS AND BACKGROUND

Additional EPA Assessment Funds will provide the City of Portland with the opportunity to cover the cost of Phase I and Phase II Environmental Site Assessments for properties with reuse and redevelopment potential. Some of the properties that have had Environmental Site Assessments paid for by the \$160,000 in EPA Assessment Funds include 337 Cumberland Avenue (for Youth and Family Outreach), 58 Fore Street, 654 Riverside St. (for potential homeless service center), 441 Commercial St. (Angelos Acre), 91 & 43 Douglas St. (West School property) and 788 Washington Ave. (Monte's Fine Foods).

VII. RECOMMENDATION

Staff recommends that the City Council approve of the Economic Development Department submitting an application to the EPA on behalf of the City of Portland for up to \$250,000 of additional Brownfields Assessment Grant Funds, and acceptance and appropriation of grant funds if awarded.

VIII. LIST ATTACHMENTS

1. Brownfields Grant Application, Acct., Approp. 11.4.2019
2. CC Memo Attachment-USEPA Grant Notice

Prepared by:

Greg Mitchell, Director
Date: 11/5/2019

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

KIMBERLY COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER APPROVING THE APPLICATION FOR, ACCEPTANCE AND
APPROPRIATION OF AN UP TO \$250,000 BROWNFIELD ASSESSMENT FUND
GRANT**

ORDERED, that the application for up to \$250,000 Brownfields assessment grant from the United States Environmental Protection Agency is hereby approved; and

BE IT FURTHER ORDERED, that a Brownfields assessment grant in the amount of up to \$250,000 from the U.S. Environmental Protection Agency, if awarded, is hereby accepted for the purposes of funding assessments of contaminated sites; and

BE IT FURTHER ORDERED, that, if awarded and accepted, the Brownfields assessment grant monies of up to \$250,000 be hereby appropriated into the revolving loan fund for that purpose; and

BE IT FURTHER ORDERED, the City Manager or his or her designee is authorized to execute any and all documents necessary to apply for, accept and appropriate the grant, and otherwise carry out the intent of this order.

An official website of the United States government.

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We've made some changes to EPA.gov. If the information you are looking for is not here, you may be able to find it on the EPA Web Archive or the January 19, 2017 Web Snapshot.



Multipurpose, Assessment, RLF, and Cleanup (MARC) Grant Application Resources

Grants offered by the Brownfields Program may be used to address sites contaminated by hazardous substances, pollutants, or contaminants (including hazardous substances co-mingled with petroleum) and petroleum. Please visit the [Types of Grant Funding](#) for an overview of the Multipurpose, Assessment, Revolving Loan Fund, and Cleanup Grants.

ANNOUNCING New Request for Applications - FY 2020 Brownfields Assessment, Revolving Loan Fund, and Cleanup Grant Guidelines.
The deadline to submit an application is December 3, 2019 at 11:59 PM (ET).

General Program Resources

- [Tips on How to Get Started Early on Preparing Your Brownfields MARC Grant Proposal](#)
- [List of Entities Eligible to Apply for Multipurpose, RLF, Assessment, and Cleanup Grants](#)
- [Programmatic Requirements](#)
- [Information on Health Monitoring Activities using an EPA Brownfield Grant](#)
- [Information on Eligible Planning Activities](#)
- [Information on CERCLA Liability Defenses](#)
- [Information on Sites Eligible for Brownfields Funding under CERCLA § 104\(k\)](#)

Open Solicitations

You may need a PDF reader to view some of the files on this page. See EPA's [About PDF](#) page to learn more.

- **NEW** [FY 2020 Assessment Grant Guidelines](#)
- **NEW** [FY 2020 Revolving Loan Fund Grant Guidelines](#)
- **NEW** [FY 2020 Cleanup Grant Guidelines](#)
- [FY 2020 Summary of Brownfields Grant Guideline Changes](#)

MEMORANDUM
City Council Agenda Item

FROM: Jessica Hanscombe
DATE: November 5, 2019
SUBJECT: **Order 85-19/20 Amendment to Portland City Code Chapter 3 Re: Brewery Manufacturing Licenses - Sponsored by Jon P. Jennings, City Manager**
SPONSOR: Jon P. Jennings, 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 The ordinance, effective in 30 days from approval, will be in place under this schedule for the second half of fiscal year 2020.

PRESENTATION: Jessica Handscombe, Licensing and Housing Safety Manager, will attend the meeting for the second reading to provide any information needed.

I. SUMMARY

This amendment aligns the Portland ordinance for alcohol manufacturing licenses with the Maine State Statute definition for large and small breweries, wineries and distilleries.

II. AGENDA DESCRIPTION

The City of Portland enacted an ordinance to license Brewery, Winery and Distillery Manufacturing businesses as part of the budget process for fiscal year 2020, and the City Council voted later to delay the implementation until November 1, 2019, requesting review of the classifications. This amendment aligns the city ordinance with the current state definition, revised by the Maine State Legislature effective in September, 2019. A large brewery, winery or distillery has, under that definition, an amount of 930,000 gallons of annual product. Two businesses in Portland fall under that classification. Twenty-eight businesses would be, under this amendment, classified as a small brewery, winery or distiller, manufacturing, manufacturing less than that. License fees are \$250.00 for small and \$2,000 for large breweries, wineries and distilleries.

This item must be read on two separate days. It was given a first reading on November 4, 2019, 2019. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

The City Permitting and Inspections Department created the fees based on staff time to license and inspect the businesses. The license would be a yearly license that would expire concurrent with their State Liquor license. Currently the manufacturing is licensed by both the Department of Agriculture and Bureau of Alcoholic Beverages for the State of Maine. They are the two agencies responsible for inspections of the facilities. Neither the Department of Agriculture nor Bureau of Alcoholic Beverages have not been in all Brewery, Distillery or Winery Manufacturers in the last two years. They inspect for new and complaints, but rarely make it for yearly inspections.

Having the City license, and having the ability to inspect, the manufacturers on a yearly basis at a minimum, would enable the City to better monitor the health and safety of the products. The need for City licensing and

inspections were highlighted by some recent issues, including:

- Poor storage of grains that caused issues with rodents
- Zoning/Code violations that were not discovered as no license is required
- Smoke damage to open casks, which normally would require product to be disposed off
- Delay in State Agencies responding when there is a fire or health violation

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

Improved safety and public health conditions in the City's burgeoning brewery, winery and distillery businesses.

V. FINANCIAL IMPACT

License fees in this category are estimated to total approximately \$11,000 annually.

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis and Background that will not appear in the Agenda Description.

VII. RECOMMENDATION

Staff recommends passage of the amendment. Corporation Counsel has approved the amendment as to form.

VIII. LIST ATTACHMENTS

1. 3-31 and 3-33 Amendment re Brewery Manufacturing Licenses 11.4.2019
2. Attachment re Brewery Manufacturing Licenses, Brewery Meeting Notice
3. Attachment re Brewery Manufacturing License re Amendment
4. BWD memo to council

Prepared by:

Jessica Hanscombe

Date: 11/5/2019

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

KIMBERLY COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

AMENDMENT TO PORTLAND CITY CODE CHAPTER 3
RE: BREWERY MANUFACTURING LICENSES

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

1. That Sections 3-31 and 3-33 of Chapter 3 of the Portland City Code is hereby amended to read as follows:

ARTICLE III. BREWERIES, WINERIES and DISTILLERIES

DIVISION 1. GENERALLY

Sec. 3-31 Definitions

(a) For the purposes of this Article, the terms small brewery, brewery, small distillery, distillery, malt liquor, spirits, wine, winery and small winery shall have the same meanings as provided in 28-A M.R.S. §2, as amended hereafter.

~~(b) A large brewery, distillery or winery shall mean a brewery, distillery or winery that manufactures its defined product in greater quantities than those provided in 28-A M.R.S. §2, as amended hereafter more than 50,000 gallons of its defined product per year.~~

...

Sec. 3-33 Brewery, Winery and Distillery Manufacturing License.

(a) No small brewery, large brewery, small winery, large winery, small distillery, or large distillery, that is required to be licensed pursuant to Title 28-A of the Maine Revised Statutes shall brew, distill, or produce, ~~or sell~~ spirits, wine, or malt liquor unless it is licensed pursuant to this section and Chapter 15.

(b) This license shall be in addition to any license required under Sec. 3-32 of this Code.



CITY OF PORTLAND
Permitting and Inspections Department

August 20, 2019

Re: Brewery, Winery, Distillery Manufacturing License

Dear Business Owner

The City of Portland adopted a new ordinance that requires Brewery, Winery and Distillery Manufacturing to be licensed with Business Licensing as part of the budget process. The City Council has requested that I meet with the owners regarding any amendments that could be made to the ordinance.

This office will propose amending the language in Sec 3-31 to match the state definition of a brewery, distillery or winery. This will enable all those businesses that manufacture under 930,000 gallons to qualify for the small brewery, distillery and winery license. The fee for that license is \$250.00.

This office will also propose amending Sec 3-33 to strike out the word sell. The intent was just to license the actual manufacturing of the product.

I will be holding two sessions for any owner to come and discuss any concerns they have or to answer any questions. The meeting dates and times are:

Tuesday 9/10 2:00pm-3:00pm Room 209, City Hall, 389 Congress Street

Thursday 9/12 10:00am-11:00am Room 209, City Hall, 389 Congress Street

Please contact me directly with questions at (207) 874-8783 or
jhanscombe@portlandmaine.gov Thank you.

Sincerely,

Jessica Hanscombe
Licensing and Housing Safety Manager

ARTICLE III. BREWERIES, WINERIES and DISTILLERIES

DIVISION 1. GENERALLY

Sec. 3-31 Definitions

(a) For the purposes of this Article, the terms small brewery, brewery, small distillery, distillery, malt liquor, spirits, wine, winery and small winery shall have the same meanings as provided in 28-A M.R.S. §2, as amended hereafter.

(b) A large brewery, distillery or winery shall mean a brewery, distillery or winery that manufactures its defined product in greater quantities than those provided in 28-A M.R.S. §2, as amended hereafter~~more than 50,000 gallons of its defined product per year.~~

(Ord. No. 180-15/16, 3-21-2016; Ord. No. 244-18/19, 5/20/2019)

Sec. 3-32 Brewery, Winery and Distillery Alcohol Service License.

(a) No brewery, winery, or distillery shall serve or sell spirits, wine, or malt liquor for on-premises consumption unless it is licensed pursuant to this section and Chapter 15. This division shall apply to those who serve or sell based on a license issued pursuant to 28-A M.R.S. §1355-A(I), as amended hereafter.

(b) A brewery, winery, or distillery that is properly licensed to serve or sell spirits, wine, or malt liquor for consumption as part of its City of Portland Chapter 11 Food Service Establishment license is not required to obtain a license under this section. A brewery, winery, or distillery that is required to be licensed as a Food Service Establishment pursuant to Chapter 11, however, does not satisfy that requirement by obtaining a license under this section.
(Ord. No. 180-15/16, 3-21-2016; Ord. No. 244-18/19, 5/20/2019)

Sec. 3-33 Brewery, Winery and Distillery Manufacturing License.

(a) No small brewery, large brewery, small winery, large winery, small distillery, or large distillery, that is required to be licensed pursuant to Title 28-A of the Maine Revised Statutes shall brew, distill, or produce~~, or sell~~ spirits, wine, or malt liquor unless it is licensed pursuant to this section and Chapter 15.

(b) This license shall be in addition to any license required under Sec. 3-32 of this Code.
(Ord. No. 244-18/19, 5/20/2019)



CITY OF PORTLAND
Permitting and Inspections Department

Memorandum

To: Mayor Ethan K. Strimling
Members of the Portland City Council

From: Jessica B. Hanscombe, Licensing and Housing Safety Manager

Date: October 8, 2019

RE: Manufacturing license for Breweries, Wineries and Distilleries

The City of Portland enacted an ordinance to license Brewery, Winery and Distillery Manufacturing businesses as part of the budget process this past year. The new ordinance went into effect on July 1, 2019. The City Council voted to delay the implementation until November 1, 2019 and staff has not issued any new licenses. I was tasked with meeting with the stakeholders and submitting any changes to the Council for review.

Feedback from licensees:

I sent an email and a letter out on August 20, 2019 to all the State Licensed Brewery, Distillery and Winery Manufacturers. I set up two meetings on 9/10/19 and 9/12/19 to receive any feedback. On 9/10/2019, I met with Foundation Brewing and Three of Strong Spirits. On 9/12/2019 I met Austin Street Brewery and New England Distilling. I also met with Urban Farm Fermentory prior to the set meetings. We discussed the reasoning behind the new ordinance and what an inspection would entail. See attached letter (A1)

Ordinance Amendments:

Staff is recommending a few amendments to the ordinance. Attached is ordinance with the requested changes (A2).

- We are requesting an amendment to Sec 3-31b to have the definition of a Brewery, distillery and winery match the state definition. This will amend the gallon amount from 50,000 to 930,000 gallons. This change occurred on 9/19/2019, which is after we implemented the ordinance. (see chart)
- Another change is 3-33a to strike out the word sell. The selling is covered under a Tasting license.

Fee Structure:

There are currently 2 Manufacturers that would fall under the Large Brewery designation. There are 28 that would fall under the small manufacturing classification. The yearly revenue is estimated to be \$11,000.00. The budgeted revenue amount for this item was \$26,250.00. This ordinance change will result in a negative collection of \$15,250.00.



CITY OF PORTLAND
Permitting and Inspections Department

Proposed License Type	City Fee
Small Breweries (930,000 gallons and less)	\$250.00
Large Breweries (930,001 gallons or more)	\$2000.00
Small Wineries (50,000 gallons and less)	\$250.00
Large Wineries (50,000 gallons or more)	\$2000.00
Small Distilleries (50,000 gallons and less)	\$250.00
Large Distilleries (50,000 gallons or more)	\$2000.00

We created the fees based on staff time to license and inspect the businesses. The license would be a yearly license that would expire concurrent with their State Liquor license. Currently the manufacturing is licensed by both the Department of Agriculture and Bureau of Alcoholic Beverages for the State of Maine. They are the two agencies responsible for inspections of the facilities. Neither the Department of Agriculture nor BABLO have not been in all Brewery, Distillery or Winery Manufacturers in the last two years. They inspect for new and complaints, but rarely make it for yearly inspections. The fees from this would cover about 15% of the salary of an additional Health Inspector.

Having the City license, and have the ability to inspect, the manufacturers on a yearly basis at a minimum, would enable the City to better monitor the health and safety of the products. The need for City licensing and inspections were highlighted by some recent issues, including:

- Poor storage of grains that caused issues with rodents
- Zoning/Code violations that were not discovered as no license is required
- Smoke damage to open casks, which normally would require product to be disposed off
- Delay in State Agencies responding when there is a fire or health violation

Thank you,

Jessica B. Hanscombe
Licensing and Housing Safety Manager

MEMORANDUM
City Council Agenda Item

FROM: Bruce Hyman
DATE: November 4, 2019
SUBJECT: **Order 88-19/20 Accepting an Easement Deed for a Bus Shelter at 758 Stevens Avenue from the University of New England - Sponsored by Jon P. Jennings, City Manager**
SPONSOR: Jon Jennings, 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 11/18/2019

Final Action 11/18/2019

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

PRESENTATION: None

I. SUMMARY

Acceptance of Easement at 758 Stevens Avenue for bus stop and future bus shelter.

II. AGENDA DESCRIPTION

The University of New England (UNE) in coordination with Greater Portland Transit District (METRO) is seeking to install a bus shelter on UNE's property near the Armory building on campus in an effort to increase usage of public transportation by UNE students, faculty and staff, as well as by residents of Park-Danforth and the neighborhood. In order to do this, UNE seeks to grant easement to the City and to construct a concrete pad on said easement on which METRO shall install a bus shelter.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

METRO seeks to provide more bus transit facilities to serve to serve the comfort and convenience of its existing riders and to attract future riders. Bus shelters are one of the key facilities that are being provided by METRO and other regional transit providers. In addition to the bus shelter pad, the applicant is required to construct an ADA compliant and accessible bus stop and provide an easement for a 10'x18' area that will serve a future bus shelter. While the City will hold the easement, part of the packet includes an Installation and Maintenance Agreement within which METRO agrees to install and maintain the bus shelter and bus stop.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

Providing more facilities that address the comfort and convenience of bus transit riders will attract more riders and contribute to a more sustainable transportation system in Portland and reduce the demand for on-street parking on Stevens Ave by UNE students.

V. FINANCIAL IMPACT

There are no direct operating or maintenance costs assumed by the City; METRO assumes ongoing responsibility for the installation and maintenance of the bus shelter and stop.

VI. STAFF ANALYSIS AND BACKGROUND

Bus shelters are a key strategy to serve existing riders and to attract more future riders.

VII. RECOMMENDATION

Staff recommends acceptance of the bus shelter easement at 758 Stevens Avenue.

VIII. LIST ATTACHMENTS

1. Accepting bus shelter easement from UNE 11.18.2019
2. Att. 1
3. Att. 2

Prepared by:

Bruce Hyman

Date: 11/4/2019

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

KIMBERLY COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

ORDER ACCEPTING EASEMENT DEED FOR A BUS SHELTER
AT 758 STEVENS AVENUE
FROM THE UNIVERSITY OF NEW ENGLAND

ORDERED, that the attached easement from the University of New England is hereby approved in substantially the form attached hereto; and

BE IT FURTHER ORDERED, that the City Council hereby authorizes the City Manager or his or her designee to record said documents in the Cumberland County Registry of Deeds.

BUS SHELTER EASEMENT AGREEMENT

THIS BUS SHELTER EASEMENT AGREEMENT (this "Agreement") is made this _____ day of _____ 2019, by and between University of New England, with a mailing address of 716 Stevens Avenue, Portland, Maine (the "Grantor") and the CITY OF PORTLAND, a Maine municipal corporation with a place of business in Portland, Maine and a mailing address of 389 Congress Street, Portland, Maine 04101 (the "City").

RECITALS

WHEREAS, pursuant to certain Deed dated and recorded in the Cumberland County Registry of Deeds in Book 2599, Page 319 the Grantor is the owner of that certain real property situated in Portland, Cumberland County, Maine, and located at or near 758 Stevens Ave (the "Property"), said real property being more particularly described in said deed; and

WHEREAS, the City desires to have a bus transit shelter, along with a concrete pad foundation and related facilities and accessories (e.g., bench, trash receptacle) ("Shelter") constructed by the Greater Portland Transit District, a regional transit district and body politic and corporate, having its principal place of business at 114 Valley Street in Portland, Maine, or its designee ("METRO") on a portion of the Property for the benefit of the public; and

WHEREAS, METRO will construct the Shelter on a certain lot or parcel of land more particularly described below;

NOW THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, and in further consideration of the mutual covenants and terms, conditions, and restrictions hereinafter set forth, the Grantor hereby gives, grants, bargains, and conveys unto the City, its successors and assigns, in perpetuity, an easement for the purposes of constructing and maintaining the Shelter, and an easement for members of the public to wait, board, and disembark buses at the Shelter in and over that portion of the Property generally depicted in Exhibit A, attached hereto, and more particularly described in Exhibit B, attached hereto (the "Easement Area").

The terms, conditions, and restrictions of this Easement Agreement are as follows:

1. At the City's election and upon mutual agreement of the City and Grantor, the Easement Area may be relocated to another place within the boundaries of the Property; provided, however, that the City shall prepare and record amendments to Exhibit A and Exhibit B that, respectively, generally depict and more particularly describe the relocated Easement Area.
2. The City or its designee shall have the right but not the obligation to erect and maintain a Shelter over, under, and within the Easement Area. Members of the public may wait, board, and disembark buses at the Shelter.
3. In the event that the City or its designee constructs a Shelter in the Easement Area, the City or its designee shall have the right to maintain, operate, alter, repair, rebuild, inspect, patrol, remove, and replace the Shelter and other associated fixtures, equipment, and appurtenances thereto over, under, and within the Easement Area and to use adjacent land at times of and for the purposes appurtenant to said repair or maintenance, together with the right to cut and

remove trees, obstructions, bushes, shrubs, roots, and earth, and to do any other work necessary for the purposes of installing, maintaining, operating, repairing, and replacing the Shelter and for the purposes of maintaining, as the City or its designee deems necessary, visibility and safety along the existing sidewalk that abuts the Easement Area. No building or other structure shall be erected within the Easement Area contrary to any statute, law, ordinance, or safety regulation or policy or inconsistent with the City's rights granted herein. Grantor reserves the right to enter and use the Easement Area for such purposes as are not inconsistent with and do not materially interfere with the use thereof by the City.

4. The City or its designee shall be and remain responsible for any and all expenditures of labor and materials or other costs or expenses incurred in the construction, repair, maintenance, and replacement of the Shelter within the Easement Area.
5. The City or its designee shall be responsible for any and all labor or other costs or expenses that result from any and all future repair, relocation, or dismantling of the Shelter within the Easement Area.
6. The City agrees, to the extent allowed by Maine law, to hold Grantor and Grantor's officers, agents, employees and tenants harmless from any and all liability arising out of the installation and maintenance of the Shelter on the Easement Area to the extent such liability is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use therefrom, and is caused by any negligent act or omission of the City and not caused by the negligence of Grantor or its officers, agents, employees or tenants; provided, however, that nothing herein is intended to, nor shall it be deemed to, waive, amend or otherwise modify any claim of immunity, any defense or any limitation of liability available to the City under the Maine Tort Claims Act, 14 M.R.S.A. § 8101 et seq., or other applicable law.
7. The Grantor shall not be responsible for the cleanliness of the Shelter or the Easement Area, including without limitation the removal of trash from trash receptacles and litter from the Easement Area.
8. This Agreement shall not divest the Grantor or its tenants of any rights or interests in their Property not herein mentioned.
9. All notices given under this Agreement must be in writing and must be given by U.S. certified mail (written receipt) addressed to the parties at the addresses first set forth above. Notices shall be deemed delivered three (3) days from the date sent if addressed as set forth herein. Either party may notify the other of a change of address, which will only be effective by written notice. As necessary, day to day communication may occur between the Grantor and METRO concerning the administration of this Agreement.
10. This Agreement shall be binding upon the Grantor and the City and their respective successors, tenants, and assigns.

TO HAVE AND HOLD the rights, privileges, and easement herein granted to the City, its successors and assigns forever. The covenants agreed to and the terms, conditions, and restrictions imposed herein shall be binding upon the Grantor, its agents, tenants, successors and assigns and shall continue as a servitude running with the land.

AND the Grantor covenants that it is vested of the premises in fee, that the same are free from encumbrances except as stated herein, and has the right to convey the easement herein granted.

IN WITNESS WHEREOF, the parties have set their hands and seals, the last party to sign being authorized to complete the day and year first written above, and which day and year shall be the effective date of this Agreement.

WITNESS:

GRANTOR: _____

By: _____

Print Name: _____

Its: _____

STATE OF MAINE

COUNTY OF CUMBERLAND

_____, 2019

Then personally appeared the above-named _____, the _____ of _____ ("Grantor"), and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of the Grantor.

Notary Public/Attorney-at-Law

Print Name: _____

My Commission Expires: _____

WITNESS:

CITY OF PORTLAND

By: _____

Jon P. Jennings

Its: City Manager

STATE OF MAINE

COUNTY OF CUMBERLAND

_____, 2019

Then personally appeared the above-named Jon P. Jennings, City Manager of the City of Portland, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said City of Portland.

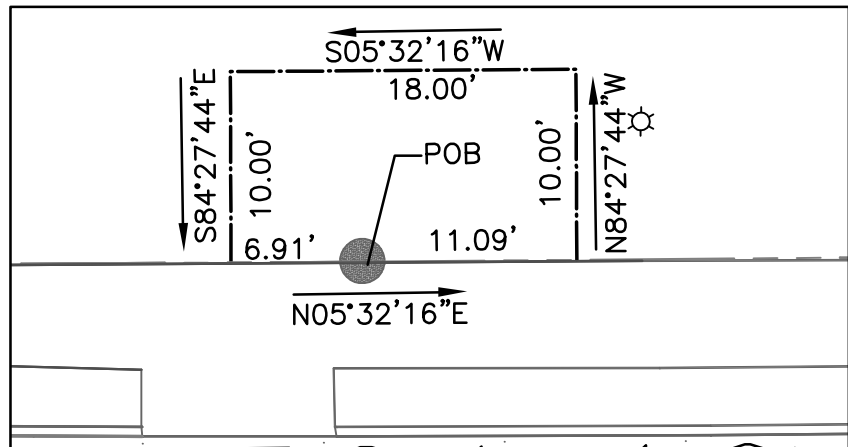
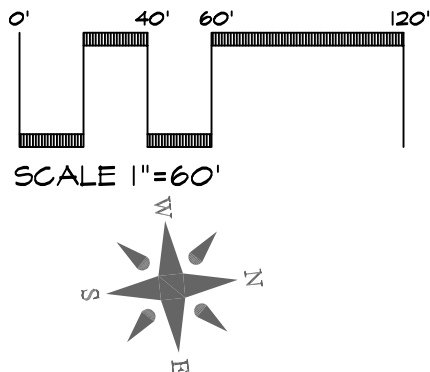
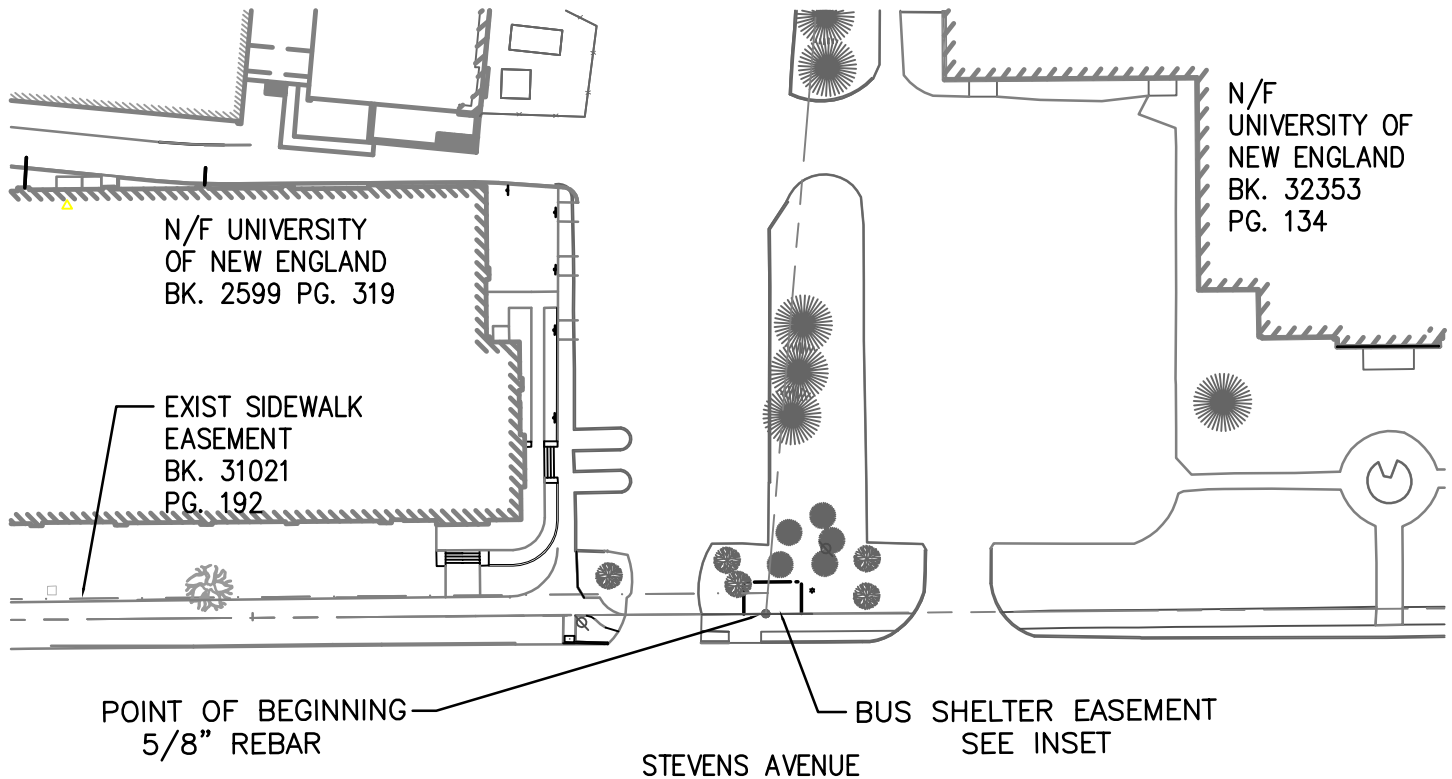
Notary Public/Attorney-at-Law

Print Name: _____

My Commission Expires: _____

EXHIBIT A

[SKETCH PLAN]



INSET
SCALE: 1" = 10 FT

PLAN REFERENCE: UNIVERSITY OF NEW ENGLAND, BOUNDARY SURVEY CAMPUS PROPER, STEVENS AVENUE AND BISHOP STREET, PORTLAND, MAINE DATED OCTOBER 2007, ON FILE AT THE UNIVERSITY OF NEW ENGLAND.

THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM SITE DESIGN ASSOCIATES, ANY ALTERATIONS, OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO SITE DESIGN ASSOCIATES.

Site Design Associates
Consulting Engineering & Land Planning

23 Whitney Way Topsham, Maine 04086 Tel: (207) 449-4275

UNIVERSITY OF NEW ENGLAND
11 HILLS BEACH ROAD

DESIGN	TWS
DRAWN	Dept.
CHKD	TWS

DATE	10/31/19
SCALE	AS NOTED

BUS SHELTER EASEMENT
UNE Stevens Avenue, Portland, Maine

EXHIBIT A

PROJ. NO.		REV.	
DWG. NO.	SKC-1		1

EXHIBIT B

BUS SHELTER EASEMENT DESCRIPTION
TO
THE CITY OF PORTLAND

EXHIBIT B
SIDEWALK EASEMENT

An easement for the installation, repair, replacement, and maintenance of a BUS SHELTER along "Stevens Avenue" so called, located in the City of Portland, County of Cumberland, State of Maine and being more particularly described as follows;

Beginning at a point located North 05° 32' 16" East, 301.19 feet along the Westerly line of Stevens Avenue from the intersection of the northerly line of College Street and the Westerly line of Stevens Avenue, said point of beginning being a 5/8" rebar marking the corner of two parcels owned by UNE, thence North 05° 32' 16" East, 11.09 feet along the Westerly line of Stevens Avenue to a point;

THENCE North 84° 27' 44" West, 10.00 feet across the land now or formerly of University of New England to a point;

THENCE South 5° 32' 16" West, 18.00 feet across the land now or formerly of University of New England to a point;

THENCE South 84° 27' 44" East 10.00 feet across the land now or formerly of University of New England to the westerly line of Stevens Avenue;

THENCE North 5° 32' 16" East, 6.91 feet along the Westerly line of Stevens Avenue, to the Point of Beginning.

Containing 180.00 square feet.

Bearings are referenced to a plan entitled "University of New England, 11 Hills Beach Road, Biddeford, Maine, Campus Boundary Survey, Boundary Survey Campus Proper Stevens Avenue & Bishop Street, Portland, Maine", dated 11/26/07 as prepared by Colonial Surveying Company, LLC and on file at the offices of University of New England.

BUS SHELTER INSTALLATION AND MAINTENANCE AGREEMENT

THIS BUS SHELTER INSTALLATION AND MAINTENANCE AGREEMENT (the "Agreement") is made this 29 day of June, 2019, by and between the CITY OF PORTLAND, a body politic and corporate located at 389 Congress Street, Portland, Maine ("CITY"), University of New England, with a mailing address of 716 Stevens Avenue, Portland, Maine ("OWNER"), and GREATER PORTLAND TRANSIT DISTRICT, a regional transit district and body politic and corporate pursuant to Maine law, having its principal place of business at 114 Valley Street, Portland, Maine ("METRO") (collectively, the "Parties").

RECITALS

WHEREAS, pursuant an Easement Agreement dated _____, 2019 and recorded in Book _____, Page _____ of the Cumberland County Registry of Deeds, OWNER has granted CITY a perpetual Easement ("Easement") for the construction, installation, operation, and maintenance of a bus transit shelter, a concrete pad foundation, and related accessories (e.g., bench, trash receptacle, advertising materials) inside or adjacent to the bus transit shelter (collectively, the "Shelter") on a portion of the property owned by OWNER located at or near 758 Stevens Avenue in Portland, Maine (the "Easement Area"); and

WHEREAS, METRO has agreed to construct, install, and operate the Shelter and perform monitoring, maintenance, and cleaning responsibilities for the Shelter and the Easement Area.

NOW, THEREFORE, in consideration of the mutual promises made by each party to the other, the parties covenant and agree as follows:

1. OWNER shall be responsible for construction of the concrete pad, and will aid in monitoring the Shelter and the Easement Area, and reporting any needed cleaning or maintenance activities to METRO.
2. METRO shall be responsible for construction, installation, maintenance, cleaning, and repair of the Shelter and the Easement Area, including, without limitation, the following:
 - a. Installation of the bus transit shelter, and installation of any related accessories such as a bench or trash receptacle;
 - b. Cleaning and maintenance of the Shelter on a regular basis, as needed, and in response to OWNER requests;
 - c. Timely removal of litter and other debris from the Shelter and Easement Area as needed and in response to OWNER requests;
 - d. Graffiti removal as needed;
 - e. Maintaining access between the Shelter and the bus stop; and
 - f. Removal and replacement of the Shelter, if needed.

METRO will comply with all applicable local, state and federal laws related to the construction, installation, maintenance, cleaning, repair, and operation of the Shelter and the Easement Area.

3. To the fullest extent permitted by law, METRO shall defend, indemnify, and hold harmless CITY and OWNER, their officers, agents, and employees, from and against all claims, damages, losses, and expenses including, but not limited to, the costs of defense and attorneys' fees arising out of or resulting from the performance of this Agreement or any third party's use of the Shelter, provided that any such claim, damage, loss, or expense is attributable to bodily injury, sickness,

disease, or death, or to injury to or destruction of tangible property, including the loss of use therefrom. Such obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to CITY which otherwise exists. METRO's obligations under this paragraph shall survive termination of this Agreement.

4. Except as set forth in paragraph 3, the parties' obligations under this Agreement shall terminate upon removal of the Shelter from the Easement Area. OWNER's obligations under this Agreement shall terminate upon sale, transfer, or other assignment of OWNER's fee simple interest in the property burdened by the Easement Area. In the event of such a sale, transfer, or other assignment, CITY's and METRO's obligations under this Agreement shall continue in full force.
5. CITY shall have the right to terminate this Agreement at any time on thirty (30) days' prior written notice to METRO and OWNER. In the event CITY exercises its termination right hereunder, the Easement shall also terminate. Within forty-five (45) days of the termination of the Easement, the CITY shall remove the bus shelter and any related accessories from the Easement Area and shall return the property to reasonably the same condition it was as of the effective date of the Easement Agreement.
6. OWNER shall notify CITY and METRO in writing of any sale, transfer or other assignment of its interest in the property burdened by the Easement Area.
7. This Agreement represents the entire and integrated agreement between the Parties and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations. This Agreement may not be modified except in writing executed by the parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Bus Shelter and Installation Agreement to be signed by their duly authorized representatives on the day and year first above written.

CITY OF PORTLAND

By: _____

Jon P. Jennings
Its City Manager

OWNER: _____

University of New England

By: _____

Nicole K. Labbe Trufant

Print Name: _____

Nicole K. Labbe Trufant

Its: _____

SVP Finance and Administration

GREATER PORTLAND TRANSIT DISTRICT | METRO

By: _____

Greg Jordan
Its General Manager

MEMORANDUM
City Council Agenda Item

FROM:

DATE: October 15, 2019

SUBJECT: Order 89-19/20 Setting Election Date on Amendment to the Portland City Charter Re: Ranked Choice Voting - Sponsored by the Legislative/Nominating Committee, Councilor Pious Ali, Chair

SPONSOR:

(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 no why not?)

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

I. SUMMARY

II. AGENDA DESCRIPTION

The Legislative/Nominating Committee met on October 15, 2019 and voted 3-0 to forward this item to the City Council with a recommendation for passage.

This order sets the election date for the amendment to the Portland City Charter on Ranked Choice Voting as March 3, 2019.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis and Background that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Setting Election Date Ranked Choice Voting Leg. Comm. 11.18.2019
2. Ranked Choice Voting-June Election
3. Legislative Committee Meeting - Oct 15 2019-Draft - Google Docs
4. Final Charter Amendment for Ranked Choice Voting from Legislative Committee 10.21.2019
5. Ranked Choice Voting Charter Amendment DWC 11.13.2019

Prepared by:

Date: 10/15/2019

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

KIMBERLY COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER SETTING ELECTION DATE ON
AN AMENDMENT TO THE PORTLAND CITY CHARTER
RE: RANKED CHOICE VOTING**

ORDERED, that the amendment to the Portland City Charter allowing Ranked Choice Voting for School Board and City Council shall be submitted to the voters of the City on March 3, 2020; and

BE IT FURTHER ORDERED, that the Portland City Clerk shall be authorized to place the following on the ballot, as shown below:

Shall the municipality approve the charter amendment reprinted below?

ARTICLE 11. CITY COUNCIL

...

Section 3. Ranked choice voting; instant runoff tabulation.

For the positions of mayor, city councilor, and school board member only, the city clerk shall implement a ranked choice voting protocol according to these guidelines:

- (a) The ballot shall give voters the option of ranking ~~mayoral~~-candidates in order of choice.
- (b) If a ~~mayoral~~-candidate receives a majority, i.e. at least one more than fifty percent (50%) of the first choice votes cast, that candidate is elected.
- (c) If no candidate receives a majority of first choice votes, an instant runoff re-tabulation shall be promptly conducted by the city clerk and completed within five (5) business days of the election. The instant runoff re-tabulation shall be conducted in successive rounds, with the majority determined for each successive round by

the number of votes cast in that round. The candidate with the fewest votes after each successive round in which no candidate receives a majority of the votes cast in that round shall be eliminated, and the votes in the successive rounds shall be re-tabulated among the remaining candidates until one candidate receives a majority of the votes cast in that round. In each successive round, each voter's ballot shall count as a single vote for whichever candidate the voter has ranked highest who has not been eliminated in a prior round, if any.

- (d) After the first round, a majority is determined as at least one (1) more than fifty percent (50%) of the votes cast for a remaining candidate in a particular round.
- (e) The city clerk may adopt additional regulations consistent with this subsection to implement these provisions. The ballot shall contain instructions on how to vote for each office.
(Referendum 11/2/10)

...

ARTICLE IV. ELECTIONS

...

Section 7. Form of ballot.

All official ballots for use in all municipal elections shall be prepared by the city clerk and furnished by the city, consistent with the voting machines used and the form of any state ballot(s), and the use of ranked choice voting ~~for mayor~~. Ballots for use in elections under this charter shall contain the names of the various candidates, with their residence, and the office for which they are candidates, and instructions on how to mark the ballot. The candidates for each office shall be grouped under the title of each office, plainly and distinctly marked. There shall be as many blank spaces under the name

of each office as there are vacancies to be filled. The procedure for counting write-in votes shall be governed by Title 21-A, Maine Revised Statutes, unless inconsistent with article II, section 3, in which case the charter provisions shall govern. Notwithstanding the foregoing, in the event of an emergency such as the illness, death or disqualification of a nominee for municipal office prior to the general election, the time frame for accepting a declared write-in candidate may be shortened by the city clerk. Such ballots may also contain such measures as may be submitted to the voters of the city by the legislature or by the city council and shall be without party mark or designation.

In preparing all ballots for election under this charter, the city clerk shall arrange the names of all qualified candidates for each office in alphabetical order according to surnames. (Referendum 11/2/10)

...

Section 10. Canvass of returns.

The city clerk shall examine the records of the several voting places and within forty-eight (48) hours after such election shall determine and declare the successful candidates as follows: The person or persons, not exceeding the number to be voted for at any one time for any office, having the ~~majority highest number~~ of votes cast at such election, shall be determined and declared to be elected. ~~Notwithstanding the foregoing, i~~If no candidate for mayor, city council, or school board has a majority of the votes cast as provided in article II, section 3, the city clerk shall conduct an instant runoff tabulation as provided in such section until the candidate ~~for mayor~~ with the majority of votes cast is determined. The city clerk shall provide written notice of the election results to all candidates. (Referendum 11/6/01; 11/2/10)



Office of the City Clerk
Katherine L. Jones, CMC

TO: Mayor Strimling and Members of the City Council
FROM: Katherine Jones, City Clerk
DATE: November 12, 2019
RE: Ranked Choice Voting

Staff is recommending that the Ranked Choice Voting question appear on the June 9, 2020 Primary Election Ballot along with the Charter Commission Question and School Budget Referendum.

In the past turnout for the Presidential Primary has been low, in Portland, the March 5, 1996 turnout was 4,206 voters. In 2000 the turnout was 9,075.

The following is the turnout for June Primaries:

2010- 13,477

2012-5004

2014-9,567

2016-5,262

The City does not have a March municipal election, we will be running the election for the State. The City Clerk's office has no budget for the March Primary Election, if this item were on the March election, we would have the added expense of ballots and programming of the election tabulators, roughly \$12,000.00.

Thank you for your consideration.

CITY OF PORTLAND
LEGISLATIVE COMMITTEE
October 15th, 2019 MEETING MINUTES

The October 15th, 2019 Meeting was called to order by Committee Chair Ali at 12:06 p.m. in Council Chambers, Portland City Hall, Portland, Maine

A. Attendance/Introductions:

Committee Chair City Councilor Pious Ali; City Councilor Jill Duson; Ethan Strimling, Mayor; Danielle West-Chuhta, Corporate Counsel; Jon Jennings, City Manager and Deivy Periana (Staff).

B. Approval of minutes:

October 7th meeting minutes - motion by Committee City Councilor Ali; move with comments by Councilor Duson; second by Mayor Strimling; 3-0 approved.

Comments about the meeting minutes:

Councilor Duson understands that it is difficult to try to capture the conversation that is moving fairly quickly. We had a lot of conversations last time trying to be clear which document we were working from because there was only one copy of the document. In her opinion the drafted minutes do not quite capture what seems to imply conflict when most of the conversation was about clarification. Councilor Duson wanted to note for the record there is no need to re-draft the minutes; but the gist of the conversation was trying to be clear with the document we were working from and, hopefully, that will be clear in this meeting.

Mayor Strimling asked if there was a specific paragraph in the meeting minutes that jumped out to you? Councilor Duson replied that she didn't quite understand "Councilor Duson said this is an action item", there is no public comment." The two pieces don't quite make sense for what we were doing.

Committee Chair Councilor Ali asked if Councilor Duson would like to amend the meeting minutes. Councilor Duson said there are several things in the minutes that were, and she is not suggesting inaccuracy, just suggesting tone of conflict versus what she thought we were just trying to be sure which draft we were working from, as the Mayor was trying to write down what we were doing while comparing both documents, and making sure he got all the notes in the right document. Councilor Duson said that she doesn't think it is worth redrafting the minutes; it was a difficult conversation for me to follow let alone for someone else to capture. I just wanted to make those general comments and vote to accept the minutes.

C. Discussion of Ranked Choice Voting:

Mayor Strimling said in a quick note that the draft that Councilor Ray and Councilor Costa brought forward was exactly what we were working from. What they brought forward was what was proposed in the original and was identical to what we were working from at the last meeting; and that the amended version ultimately came from those two. It is not a new one for us, just wanted to clarify that for the public.

Councilor Ali asked are you saying that this document has already been amended? Mayor Strimling said that the document that has already been amended is the one in the packet, and it was amended based on the original that was proposed and the one that Councilor Costa; we came up with a compromised. Councilor Ali asked for clarification if it is needed to discuss the documents again, Mayor Strimling agreed to move forward, and Councilor Duson stated that she will be happy for us to figure out which version we should work on today and move forward. I would like to understand what is in that version and get the public comment on that version. She asked the Mayor to specify which document she should follow.

Mayor Strimling asked Corporate Counsel which language from a legal perspective works better, if the language that the petitioners brought forward versus the original. Danielle from Corporate Counsel said that it was up to the Committee. Mayor Strimling said that if there is no need to change the original, then just keep it that way. Councilor Ali asked if Councilor Duson had any feedback. Councilor Duson said that all seemed to be worked out, Corporate Counsel believes there is no difference in substance by using different language would like to understand that instead of the first paragraph of the document that we said we would be working today that starts with "For", section three, we will substitute the paragraph on item three that begins with "The City Clerk shall"

Councilor Ali asked the Mayor for confirmation, which he did. Mayor Strimling said he will assume that that is a motion and he will accept, second that motion to substitute that language. All were in favor of the motion.

Councilor Ali asked if there are any other corrections. Mayor Strimling replied there are no more corrections but asked Danielle for clarifications on the reading if there are any constitutional issues with the amendment . Danielle replied that is correct, a memo was included when the item was presented to the Councilors previously.

Public Hearing

Councilor Ali opened up the floor for the public to comment.

Allen Cleveland - 3 Salem St in Portland and one of the organizers of Fair Elections in Portland campaign, they collected thousands of signatures to get Ranked Choice Voting as an amendment for City Council candidates and the School Board candidates on the ballot this November. We came short by seventy-eight signatures. We still proved that thousands and thousands of Portland voters are supportive of this going on the ballot, and I wanted to thank you all for your work and your support on the continued effort to make this happen. We are looking forward with your help to have the Portland voters voting on this as soon as possible. Thank you.

Councilor Ali asked if there was anyone else that would like to comment, no one else did.

Vote

Mayor Strimling made motion ought to pass . Councilor Duson seconded the decision. Councilor Ali asked if there are any comments. Councilor Duson said that she would like to note for the record that this item fell short of the required support in the public signature process; however the councilors have expressed unanimity about going forward with this anyway because we certainly hear from our constituents. From the get go, I thought why not let the voters decide what they want to do with their elections. I fully support this and look forward for it to be on the ballot and let the voters decide.

Mayor Strimling said that a decision has to be made in regards to when this should be sent out. He suggested March; it has to meet the minimum required for voters which he believes is ten thousand voters and asked Danielle for confirmation. Danielle said that that is what former attorney Gary Wood has suggested but she will have to look into it. The Mayor said that in March, the presidential primary will be going on and there will be a substantial number of voters; he has a concern that if they wait until June

there will be less voters. He believes that there is only an election for U.S Senate primary elections in June and prior campaigns numbers shows a remarkable low number of voters in the range of four to five thousand voters. He worries that if it goes out in June, they will not meet the threshold and he recommends for it to go out in March.

Danielle said I do not want to speak for the City Clerk, but in past conversations she mentioned to me that and I believe this is the correct characterization that the one issue with March is that she will have to produce a separate ballot, a municipal ballot. There will not be a municipal ballot at that time just a presidential primary ballot which will cost roughly ten to fifteen thousand. Danielle asked not be quoted on that, since it has been a while since they have discussed that issue. Mayor Strimling said if we move forward with that recommendation, maybe the City Clerk will come forward with what that estimate is; if they are substantial then the City Councilors can move it to another election and figure out how to do that.

Mayor Strimling made motion to put this on the March ballot, Councilor Duson seconded. Councilor Duson agrees with the reasons to go with the March ballot. There will be the maximum number of voters available, and I think we should go forward with the recommendation to the Councilors to put this on the March ballot and to approve the cost.

Councilor Ali asked Danielle, if for whatever reason the Councilors do not agree to put it on the March ballot and it ends up on the June ballot but doesn't get the threshold number, what will that mean. Danielle said she will have to look into the effect of that. She believes it is a requirement under the provision of the statute, which will be a concern, and she will have to have something in the backup materials for the Councilors.

Mayor Strimling mentioned that if it goes out in March, it will also give the clerks more time to get ready for the election. If it is in June, it will only allow them a couple of months. Councilor Ali also supported the decision to bring this forward to the Councilors and thanked the Committee for working on this.

All members of the committee were in favor of putting this on the March ballot.

Mayor Strimling stated that the motion to pass was already on the table and it was seconded by Councilor Duson. Councilor Duson wanted to clarify that the motion was not to pass but to bring this forward to the full council. Mayor Strimling made motion

to recommend ought to pass, it was seconded by Councilor Duson. All members of the committee were in favor.

Mayor Strimling asked the Committee Chair if this should go for first read on the agenda for the Council meeting scheduled for October 21st, 2019, then the public hearing will fall on November 4th, which is the night before the election. He also pointed out that the mid November meeting has a lot of items including the State of the School Address on the agenda. Councilor Duson doesn't have a strong opinion about it and is happy to have it moved to the full Council for recommendations and let it play out as the Mayor and Manager are working on filling out the agenda. She also suggested that the second read could be delayed.

D. Next Meeting Date

Not scheduled at this time

E. Adjournment

Councilor Ali asked for a motion to adjourn; Mayor Strimling called and seconded by Councilor Duson; vote 3-0 and the meeting was adjourned at 12:25 pm.

**AMENDMENT TO THE PORTLAND CITY CHARTER
RE: RANKED CHOICE VOTING FOR MUNICIPAL OFFICIALS**

As approved by the Legislative/Nominating Committee

Section 3. Ranked choice voting; instant runoff tabulation.

For the positions of mayor, city councilor, and school board member only, the city clerk shall implement a ranked choice voting protocol according to these guidelines:

- (a) The ballot shall give voters the option of ranking ~~mayoral~~-candidates in order of choice.
- (b) If a ~~mayoral~~-candidate receives a majority, i.e. at least one more than fifty percent (50%) of the first choice votes cast, that candidate is elected.
- (c) If no candidate receives a majority of first choice votes, an instant runoff re-tabulation shall be promptly conducted by the city clerk and completed within five (5) business days of the election. The instant runoff re-tabulation shall be conducted in successive rounds, with the majority determined for each successive round by the number of votes cast in that round. The candidate with the fewest votes after each successive round in which no candidate receives a majority of the votes cast in that round shall be eliminated, and the votes in the successive rounds shall be re-tabulated among the remaining candidates until one candidate receives a majority of the votes cast in that round. In each successive round, each voter's ballot shall count as a single vote for whichever candidate the voter has ranked highest who has not been eliminated in a prior round, if any.
- (d) After the first round, a majority is determined as at least one (1) more than fifty percent (50%) of the

votes cast for a remaining candidate in a particular round.

- (e) The city clerk may adopt additional regulations consistent with this subsection to implement these provisions. The ballot shall contain instructions on how to vote for each office. (Referendum 11/2/10)

...

ARTICLE IV. ELECTIONS

Section 7. Form of ballot.

All official ballots for use in all municipal elections shall be prepared by the city clerk and furnished by the city, consistent with the voting machines used and the form of any state ballot(s), and the use of ranked choice voting ~~for mayor~~. Ballots for use in elections under this charter shall contain the names of the various candidates, with their residence, and the office for which they are candidates, and instructions on how to mark the ballot. The candidates for each office shall be grouped under the title of each office, plainly and distinctly marked. There shall be as many blank spaces under the name of each office as there are vacancies to be filled. The procedure for counting write-in votes shall be governed by Title 21-A, Maine Revised Statutes, unless inconsistent with article II, section 3, in which case the charter provisions shall govern. Notwithstanding the foregoing, in the event of an emergency such as the illness, death or disqualification of a nominee for municipal office prior to the general election, the time frame for accepting a declared write-in candidate may be shortened by the city clerk. Such ballots may also contain such measures as may be submitted to the voters of the city by the legislature or by the city council and shall be without party mark or designation.

In preparing all ballots for election under this charter, the city clerk shall arrange the names of all qualified

candidates for each office in alphabetical order according to surnames. (Referendum 11/2/10)

...

Section 10. Canvass of returns.

The city clerk shall examine the records of the several voting places and within forty-eight (48) hours after such election shall determine and declare the successful candidates as follows: The person or persons, not exceeding the number to be voted for at any one time for any office, having the majority ~~highest number~~ of votes cast at such election, shall be determined and declared to be elected. ~~Notwithstanding the foregoing, if~~ If no candidate for mayor, city councilor, or school board has a majority of the votes cast as provided in article II, section 3, the city clerk shall conduct an instant runoff tabulation as provided in such section until the candidate ~~for mayor~~ with the majority of votes cast is determined. The city clerk shall provide written notice of the election results to all candidates. (Referendum 11/6/01; 11/2/10)

MEMORANDUM

To: Mayor Strimling and Members of the Portland City Council
From: Danielle P. West-Chuhta, Corporation Counsel 
Re: Ranked Choice Voting Charter Amendment
Date: November 13, 2019

At the City Council meeting where the public hearing date for the Ranked Choice Voting ("RCV") Charter amendment proposal was set, various members of the Council requested information regarding the statutory requirements that are applicable to such proposals. The following is a summary of those requirements:

First, section 2104 specifies, in part, that "[t]he municipal officers may determine that amendments to the municipal charter should be considered and, by order, provide for notice and hearing on them in the same manner as provided in subsection 5, paragraph A. Within 7 days after that hearing, the municipal officers may order the proposed amendment to be placed on a ballot at the next regular municipal election held at least 30 days after the order is passed; or they may order a special election to be held at least 30 days from the date of the order for the purpose of voting on the proposed amendments." 30-A M.R.S. section 2104(1).

Next, that section further provides that "the municipal officers, by order, shall provide for a public hearing on the proposed amendment. At least 7 days before the hearing, they shall publish a notice of the hearing in a newspaper having general circulation in the municipality. The notice must contain the text of the proposed amendment and a brief explanation. The hearing shall be conducted by the municipal officers or a committee appointed by them." 30-A M.R.S. section 2104(5)(A).

Finally, section 2105 lays out the method for voting and requires, in the case of a Charter amendment, that "the question to be submitted to the voters shall be in substance as follows: 'Shall the municipality approve the charter amendment reprinted [] below?'" 30-A M.R.S. section 2105(2). This section also indicates that such an amendment will not become effective if a majority of the ballots cast favor acceptance, and "provided the total number of votes cast for and against the question equals or exceeds 30% of the total votes cast in the municipality at the last gubernatorial election." 30-A M.R.S. section 2105(4).

As you can see from the requirements laid out above, the Council needs to set a public hearing on the proposed Charter amendment (which it did), it needs to publish notice of that hearing in a newspaper of general circulation in the City seven (7) days prior to the hearing (which it did), the question to be submitted to the voters must be in the required format (which it is), and the proposed Charter amendment will not become effective until a majority of the ballots

cast in favor accept the proposal, and the total votes cast for or against the proposal equals or exceeds 30% of the total votes cast in the City at the last gubernatorial election (or 10,225 votes).

Please note that I will be available at the meeting on November 18, 2019, if you would like to discuss any of these issues further.