

KATE SNYDER (MAYOR)
BELINDA S. RAY (1)
SPENCER THIBODEAU (2)
TAE Y. CHONG (3)
JUSTIN COSTA (4)

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

FEBRUARY 19, 2020 CITY COUNCIL AGENDA

The Portland City Council will hold the Regular City Council Meeting at 5:30 p.m. in City Council Chambers, City Hall. The Honorable Kate Snyder, Mayor, will preside.

PLEDGE OF ALLEGIANCE:

ROLL CALL:

ANNOUNCEMENTS

APPROVAL OF MINUTES OF PREVIOUS MEETING:

Approval of the February 3, 2020 Draft City Council Minutes.

PROCLAMATIONS:

Proclamation 10-19/20 Honoring The Root Cellar - Sponsored by Mayor Kate Snyder.

APPOINTMENTS:

CONSENT ITEMS:

Order 131-19/20 Declaring June 6, 2020 the Shipyard Old Port Half Marathon & 5K Festival - Sponsored by Jon P. Jennings, City Manager

The Shipyard Old Port Half Marathon & 5K will be held Saturday, June 6, 2020. The 2020 half marathon and 5K race routes will be different than the 2019 route and will have start and finish lines on Spring Street. The new 5K race route will coincide with the first half marathon route and also finishes on Spring Street.

Race details and street closures are included in the agenda backup. The organizer will reach out to businesses along the race route, including businesses in the start/finish line area and businesses along Spring, Middle, Hancock, and Commercial Streets, to alert them to the street closures and traffic delays on the morning of June 6, 2020.

Five affirmative votes are required for passage of the Consent Calendar.

UNFINISHED BUSINESS:

Order 130-19/20 Adopting Council Rules of Procedure for 2020 - Sponsored by Mayor Kate Snyder

The Rules and Reports Committee met on January 3, 2020 and January 27, 2020. At the January 3rd meeting, among other things, the Committee took public comment and reviewed the current City Council Rules in detail. On January 27, the Committee reviewed the final proposed revisions to the Rules and voted 3-0 to forward them to the full Council with a recommendation for approval.

The proposed revisions to the rules primarily involve amendments to Rules 12, 13 and 32, and address prior review of items by a committee, sponsorship of items, and various changes to the public comment procedures.

This item must be read on two separate days. It was given a first reading on February 3, 2020. Five affirmative votes are required for passage after public comment has been given.

ORDERS:

Order 132-19/20 Re-Establishing the Community Development Block Grant Priority Task Force and Appointing Members - Sponsored by Jon P. Jennings, City Manager

The City's current United States Department of Housing and Urban Development (HUD) 5-Year Consolidated Plan was approved by the City Council on March 28, 2016. The Plan established four main goals and objectives: 1) Increase housing availability and affordability; 2) Prevent and reduce homelessness; 3) Create strong, safe, accessible and vibrant neighborhoods; and 4) Create economic opportunities to transition people out of poverty.

It is time to re-assess goals for the next 5-year HUD Consolidated Plan. The plan outlines how the City and the Cumberland County HOME Consortium will allocate federal funding. In addition to meeting national objectives and eligibility criteria, the plan requires projects to meet local goals and priorities. HUD requires public input in establishing these local goals and priorities.

The Council-approved recommendations from the 2008 CDBG Task Force included the establishment of the Community Development Block Grant Priority Task Force every 3 to 5 years to meet the goal and priority setting requirement set by HUD. Housing and Community Development staff request approval to re-establish the Community Development Block Grant Priority Task Force, as well as the appointment of the following task force members:

Adam Cohen, Ashish Shrestha, Brad Hanscom, Benjamin Strick, Chase Hewitt, Derek Johnson, Donald Harden, Grace Braley, George Ouellette, Jim Hall, Julia Sheridan, Lucas Blom, Mark Adelson, Matt Dubel, Mary Beth Twomey, Noah Bragg, Phaeng Southisombath, Sarah Hansen, Samuel Heck

Five affirmative votes are required for passage after public comment.

Order 133-19/20 Approving the Certified Welcoming Certification Contract between Welcoming America and the City of Portland - Sponsored by Jon P. Jennings, City Manager

Certified Welcoming is a national certification program managed by Welcoming America, a non-profit organization. Local governments that seek this certification undergo an extensive evaluation process, including a self-assessment and an in-person audit, to determine compliance with the program. It typically takes a community one year to complete.

This order approves the contract required in seeking the certification, which would show that Portland is an inclusive city that welcomes and supports newcomers.

Five affirmative votes are required for passage after public comment.

Order 134-19/20 Authorizing the Purchase of Net Energy Billing Credits - Sponsored by the Sustainability and Transportation Committee, Councilor Spencer Thibodeau, Chair

The City of Portland has participated in a solicitation for renewable energy generated by projects eligible to participate in the State of Maine's net energy billing program. The City's energy consultant, Competitive Energy Services (CES), issued an RFP on behalf of a large number of their clients including L.L. Bean, the University of Maine System, Nestle Waters, and other. In total, the consortium requested over 200 megawatts of solar generation. The City would contract for approximately 10% of this capacity.

The order authorizes the City Manager to enter into power purchase agreements with the owners of the most competitive projects proposed to CES. State law limits the size of eligible project to 5 MWs or less, so we will enter agreements for power from multiple projects to meet the requirements of the consortium. The City will acquire a percentage share of each of the projects that fulfill the consortium's requested generation capacity. Each of the contracts will be substantially similar to the draft document in the back up material but will contain the name of the specific provider and the rate that provider proposed.

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

Order 135-19/20 Amending Order 92-19/20 By Increasing the Total Project Amount in the Cooperative Agreement between Portland and the Maine Department of Transportation Re: Deering's Corner Roundabout - Sponsored by Jon P. Jennings, City Manager

The bid price for the construction of the Deering's Corner Roundabout was more than \$660,000 higher than estimates made before the bids were received by the Maine Department of Transportation (MaineDOT). This order amends Order 92-19/20, which approved the lower estimated total, by approving the new total project price of \$3,940,770.51.

Shaw Brothers Construction, Inc. was the lowest bidder on the project. The Deering's Corner Roundabout will reconfigure the five-way intersection of Brighton and Deering Avenues and Falmouth and Bedford Streets. The new local share for this project is \$985,192.63.

This item must be read on two separate days. This is its first reading. Staff is requesting that the second reading be waived, which requires seven affirmative votes. Staff also requests that the order be passed as an emergency, allowing the work to be awarded and the contract to be signed. Seven affirmative votes are required for passage as an emergency after public comment.

Order 136-19/20 Authorizing General Obligation Bonds to Finance a Portion of the City's Fiscal Year 2021 Capital Improvement Program in an Amount not to Exceed \$18,320,000 - Sponsored by the Finance Committee, Nicholas M. Mavodones, Jr., Chair

The Finance Committee met on February 5, 2020 and voted 3-0 to forward the bond authorization and appropriation orders to the City Council for approval.

The Fiscal Year (FY) 2021 to FY2026 Capital Improvement Plan (CIP) has been in development since summer 2019 and has been reviewed by the Finance Committee at each of its meetings in 2020. The FY21 Capital Improvement Plan will not increase net debt service related to CIP projects in future City budgets as it was sized to simply offset other CIP debt being retired. The FY21 CIP calls for \$18.3 million(M) of new bond authorization but \$6.5M of this debt service will be repaid via the Sewer and Stormwater Enterprise Funds and another \$1.3M will be funded via the State of Maine School Revolving Renovation Fund (SRRF). The remaining debt service on the other \$10.5M was sized to simply offset debt service related to debt being retired in FY22. Two orders are required: one authorizing the FY21 CIP bonds; and a second appropriating the proceeds and other funding sources for several projects. A complete listing of the projects being authorized is included within the orders. The City Manager released his FY21 CIP in January 2020.

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

Order 137-19/20 Appropriating Bond Proceeds and other Funds in an Amount not to Exceed \$22,392,000 for the City's Fiscal Year 2021 Capital Improvement Program - Sponsored by the Finance Committee, Nicholas M. Mavodones, Jr., Chair

This is a companion order to Order 136-19/20, above.

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

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

EXECUTIVE SESSION:

POTENTIAL EXECUTIVE SESSION: To Discuss with Outside Counsel the City's Legal Rights and Duties Regarding the Purchase of Net Energy Billing Pursuant to 1M.R.S. Section 405(6)(E).

PLEDGE OF ALLEGIANCE:

MINUTES ARE DRAFT UNTIL APPROVED BY THE CITY COUNCIL AT THE NEXT REGULAR MEETING.

ROLL CALL:

Mayor Snyder called the meeting to order at 5:35 P.M. (Councilor Ali absent).

ANNOUNCEMENTS:

Councilor Ray announced that she and her family received notification that District 1-2 will be temporarily moved from Merrill Rehearsal Hall to Room 24 of City Hall, 389 Congress Street, just up the street.

Mayor Snyder announced if there are no objections, she will be taking up Resolution 7 at the end of the agenda.

APPROVAL OF MINUTES OF PREVIOUS MEETING:

Approval of the January 22, 2020 Draft City Council Minutes.

Motion was made by Councilor Duson and seconded by Councilor Costa to approve the minutes of January 22, 2020. Passage 8-0.

PROCLAMATIONS:

Proclamation 7-19/20 Honoring Nell Donaldson as Employee of the Month for September 2019 - Sponsored by Mayor Kate Snyder

Proclamation 8-19/20 Honoring Jessica Hanscombe as Employee of the Month for October 2019- Sponsored by Mayor Kate Snyder

Proclamation 9-19/20 Recognizing Black History Month 2020 - Sponsored by Mayor Kate Snyder

APPOINTMENTS:

Order 121-19/20 Appointing Members to Various Boards and Committees - Sponsored by the Nominating Committee, Councilor Pious Ali, Chair

Councilor Thiobdeau disclosed that Marpheen Chann has worked with him on his campaign.

Motion was made by Councilor Thibodeau and seconded by Councilor Costa to bifurcate order 121 and vote on Marpheen Chann appointment to the Planning Board separately. Passage 8-0.

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

Motion was made by Councilor Duson and seconded by Councilor Cook for passage of Marpheen Chann appointment to the Planning Board. Passage 7-0 (Thibodeau recused).

CONSENT ITEMS:

Order 122-19/20 Declaring May 25, 2020 the Memorial Day Parade Festival - Sponsored by Jon P. Jennings, City Manager

Order 123-19/20 Adding Two October Sundays to the Sundays on the Boulevard Festival - Sponsored by Jon P. Jennings, City Manager

Order 124-19/20 Declaring August 1, 2020 the Picnic Craft Fair Festival - Sponsored by Jon P. Jennings, City Manager

Motion was made by Councilor Mavodones and seconded by Councilor Ray for passage of the consent items. Passage 8-0.

LICENSES:

Order 125-19/20 Granting Municipal Officers' Approval of Red House 332 LLC dba Broken Arrow. Application for a Class XI FSE with Outdoor Dining on Public Property at 547 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 126-19/20 Granting Municipal Officers' Approval of Flores Restaurant LLC dba Flores Restaurant. Application for a Class I FSE at 431 Congress Street - Sponsored by Jon P. Jennings, City Manager

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

Order 127-19/20 Granting Municipal Officers' Approval of The Oasis II LLC dba Oasis. Application for a Combined Entertainment License at 42 Wharf Street - Sponsored by Jon P. Jennings, City Manager

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

RESOLUTIONS:

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

COMMUNICATIONS:

Communication 9-19/20 RE: Asylum Seeker Donations - Sponsored by Jon P. Jennings, City Manager

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

UNFINISHED BUSINESS:

Order 120-19/20 Approving the Modification to Agreements between the Maine Department of Transportation, Portland Area Comprehensive Transportation System and Portland Re: Congress St. Signal & Intersection Improvements - Sponsored by Jon P. Jennings, City Manager

Motion was made by Councilor Ray and seconded by Councilor Duson for passage as an emergency. Passage 8-0.

ORDERS:

Order 128-19/20 Renaming the Portland Exposition Building the James A. Banks, Sr. Exposition Building - Sponsored by Councilor Nicholas M. Mavodones, Jr.

Motion was made by Councilor Mavodones and seconded by Councilor Cook for passage. Passage 8-0.

Order 129-19/20 Approving the Agreement between Portland and South Portland Re: Economic Assessment for the Portland Harbor Dredge Project -Sponsored by

Jon P. Jennings, City Manager

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

Order 130-19/20 Adopting Council Rules of Procedure for 2020 - Sponsored by Mayor Kate Snyder

This is a first reading.

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

Motion was made by Councilor Cook and seconded by Councilor Thibodeau to suspend the rules and take up public comment on a letter they just received from Kristen Collins. Motion failed 1-7 (Duson, Mavodones, Costa, Ray, Thibodeau, Chong, Snyder).

Councilor Thibodeau disclosed that his employer has consulted on this matter and there is no conflict with Maine State Law or City Law so he will be voting on this matter.

Motion was made by Councilor Mavodones and seconded by Councilor Duson to amend Councilor Ray's Amendment by Replacing #8 by adding " In the Council's share view, a facility that is designed to accommodate target size of an average nightly census of 150 Individuals experiencing homelessness represents an optimal balance with respect to the size, safety, cost and programmatic capacity of this critically important facility and services center. It is the Council's intent that this clarification may help guide and inform developing plans for the design and construction of the City's new Homeless Service Center. Motion failed 4-4 (Chong, Ray, Costa, Cook).

Motion was made by Councilor Ray and seconded by Councilor Duson to amend Resolve 7 by adding statistics and content as shown in the red lined sections in the amendment that was provided in the back up materials. Passage 8-0.

Motion was made by Councilor Cook and seconded by Councilor Duson to amend Resolve 7 by adding the language submitted by Councilor Cook in the back up materials. Motion failed 2-7 (Duson, Mavodones, Ray, Thibodeau, Chong, Snyder).

Motion was made by Councilor Ray and seconded by Councilor Duson for passage as amended. Passage 6-2 (Cook, Costa).

Motion was made by Councilor Ray and seconded by Councilor Chong to adjourn. Passage 8-0 at 9:25 P.M.

A TRUE RECORD

Katherine L. Jones, City Clerk

AMENDMENTS:

PROCLAMATION

HONORING

THE ROOT CELLAR

WHEREAS, Since 1984, when it first opened as an after-school program for teens on Munjoy Hill, The Root Cellar has been providing invaluable assistance to its neighbors in need; and

WHEREAS, The Root Cellar has expanded its services to include support for children of all ages, families, immigrants, refugees, and asylum seekers, engaging neighbors and volunteers to cultivate social, economic, and spiritual wholeness, as part of God's kingdom; and

WHEREAS, The Root Cellar is transforming neighborhoods by uniting, empowering, and welcoming the poor, the marginalized, and the stranger among us; and

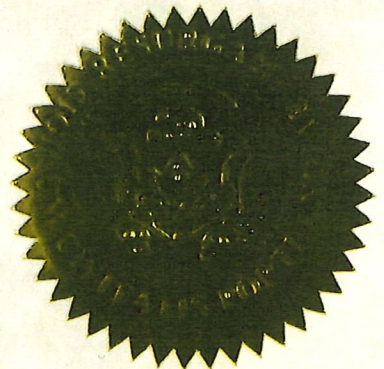
WHEREAS, In 2019, The Root Cellar is celebrating 35 years of community development ministry in the City of Portland, truly shining as a beacon of light to our community.

NOW, THEREFORE, BE IT RESOLVED, THAT I, Kathleen Snyder, Mayor of the City of Portland and members of the City Council do hereby congratulate The Root Cellar on its 35th Anniversary, and express our sincere appreciation for their heartwarming compassion and invaluable contributions to our citizens over the past 35 years.

Signed and sealed this 19th day February of 2020



Kathleen Snyder, Mayor
City of Portland, ME



MEMORANDUM
City Council Agenda Item

FROM: Ted Musgrave
DATE: January 29, 2020
SUBJECT: **Order 131-19/20 Declaring June 6, 2020 the Shipyard Old Port Half Marathon & 5K 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 2/19/2020

Final Action 2/19/2020

Can action be taken at a later date: Yes

PRESENTATION: None

I. SUMMARY

Order Declaring Shipyard Old Port Half Marathon & 5K to be held on Saturday, June 6, 2020, as a Festival.

II. AGENDA DESCRIPTION

The Shipyard Old Port Half Marathon & 5K will be held Saturday, June 6, 2020. The 2020 half marathon and 5K race routes will be different than the 2019 route and will have start and finish lines on Spring Street. The new 5K race route will coincide with the first half marathon route and also finishes on Spring Street.

Race details and street closures are included in the agenda backup. The organizer will reach out to businesses along the race route, including businesses in the start/finish line area and businesses along Spring, Middle, Hancock, and Commercial Streets, to alert them to the street closures and traffic delays on the morning of June 6, 2020.

Five affirmative votes are required for passage of the Consent Calendar.

III. BACKGROUND

The Shipyard Old Port Half Marathon & 5K is a for-profit event, however, Gary's House, Habitat for Humanity of Greater Portland and Portland Trails (and other non-profits in the area) all benefit from race proceeds.

This race has been held in the city for nine (9) years now (this will be the 10th). Each successive year, attendance at the race increases; this year's event should draw close to 4,500 Half Marathon runners and 2,000 5K runners; with another 2,000 spectators.

The 2020 half marathon and 5K race routes will be different than the 2019 route, with the start and finish lines on Spring Street. The new 5K race route will coincide with the first half marathon route and also finishes on Spring Street.

The race organizer is working with businesses throughout the Old Port and the waterfront including businesses along Spring Street, Middle Street, and Commercial Street, to inform them about expected impacts and to develop contingency plans.

The Order should include the following two major items:

The Shipyard Old Port Half Marathon & 5K be authorized for Saturday, June 6, 2020, from 3:00 am – 2:00 pm, to be held in Portland, along city streets and trails, necessitating the closure of streets to vehicles. The start and finish line for the race is on Spring Street, between Center Street and Union Street, and after race events on Spring Street, between Oak Street and Center Street. The start of the half marathon race is at 7:00 am, and the start of the 5K race is at 7:35 am.

As part of the after race events, a food and beer garden will be setup on a portion of Spring Street, between Oak Street and Center Street, in front of the Cross Insurance Arena and the Municipal Parking Garage (approximately 60' x 800') and be open from 8:30am – 12:30pm. Beer Garden will be open to 21+ runners and spectators. Organizer will hire Public Assembly Facilities Staff and Police Officers to staff this area.

These areas: streets and abutting sidewalks (Spring Street – Oak Street to Union Street) are designated Festival Zones, and will be closed to street vendors pursuant to Section 19-17 of the Portland City Code, and are reserved for the use of the race organizer for the purpose of conducting the Shipyard Old Port Half Marathon & 5k, subject to the direction and control of the City Manager.

The race routes are as follows: Some of the race is on Trails and Paths, and some on the Streets. Please also refer to Map.

Shipyard Old Port Half Marathon (start time 7am). Runners assemble on Spring St. (Start Line near Union St.), runners head east on Middle St. (using both lanes), right on Hancock St. (using both lanes), left on Fore St. (in runners lane on water side), continue straight on Eastern Promenade (in runners lane on water side), cross over Washington Ave, right onto the Back Cove Trail running parallel to Washington Ave, then run up and over I-295, sharp left on Back Cove Trail, run clockwise around Back Cove, south across Tukey's Bridge, sharp right onto Bayside Trail looping underneath Tukey's Bridge, left on Eastern Promenade Trail until reaching Franklin St., continue straight on Commercial St. in westbound lane, straight on West Commercial St. in westbound lane, right on Valley St. (in right turning lane only), right on Danforth St., left on Western Promenade and run up hill (using both lanes), right on Pine St., right on Vaughan St., right on Carroll St., left on Chadwick St., left on Bowdoin St., right on Vaughan St., left on Orchard St., right on Fletcher St., left on Danforth St., right on Clark St., right on Beach St., left on West Commercial St. in westbound lane, left on High St. (in uphill lane only), right on York St., left on Center St., right on Spring St. to Finish.

Shipyard Old Port 5K (start time 7:35am). Runners assemble on Cross Street. (Start Line near Spring St.), runners head east on Middle St. (using both lanes), right on Hancock St. (using both lanes), left on Fore St (in runners lane on water side), continue straight on Eastern Promenade (near Fort Allen Park), right on Cutter St

(using both lanes), right on Eastern Promenade Trail, continue straight on Commercial St. in westbound lane, right on Center St, right on Spring St to Finish.

During the Shipyard Old Port Half Marathon & 5K, streets listed below will be closed to vehicular traffic, Saturday, June 6, 2020. (The Police Dept. has endorsed the closures. Many Police Officers and Parking Control Officers will be hired by organizer. Flaggers will also staff race intersections.)

Spring Street (Oak to Center – both lanes): 3:00 AM – 2:00 PM
Spring Street (Center to Union – both lanes): 3:00 AM – 12:00 PM
Cross Street (Free to Spring): 3:00 AM – 12:00 PM
Cross Street (Fore to Commercial): 3:00 AM – 12:00 PM
Center St (Free to Fore – both lanes): 5:00 AM -- 12:00 PM
Center St (Fore to Commercial – both lanes): 7:30 AM -- 10:20 AM
Middle Street (Union to Hancock – both lanes): 6:55 AM – 7:10 AM and 7:25 AM – 7:40 AM
Franklin Street (at Middle Street – both lanes): 6:55 AM – 7:10 AM and 7:25 AM – 7:40 AM
Hancock Street (Middle to Fore – both lanes): 7:00 AM – 7:10 AM and 7:30 AM – 7:45 AM
Fore Street (Hancock to E Prom – (runners' lane on water side): 6:55 AM – 7:55 AM
Eastern Promenade Road (runners' lane on water side of street): 7:00 AM – 7:45 AM
Cutter St: 7:00 AM – 8:50 AM
Fort Allen Park loop: 7:00 AM – 7:55 AM
Washington Ave. (Walnut to 295 – both lanes): 7:00 AM – 7:45 AM
Commercial St. (Franklin to Union -- just westbound lane): 7:45 AM – 9:10 AM
Commercial St. (Union to Valley -- just westbound lane): 7:45 AM – 10:15 AM
Valley Street (right turning lane between W Commercial and Danforth): 7:55 AM – 9:30 AM
Danforth Street (Valley to Clark – both lanes): 7:55 AM – 10:00 AM
Western Prom Road (Vaughan to Bowdoin – both lanes): 7:55 AM – 10:00 AM
Pine St (Western Prom to Vaughan – both lanes): 8:00 AM – 9:45 AM
Vaughan St (Pine to Danforth – both lanes): 8:00 AM – 9:55 AM
Carroll St (Vaughan to Chadwick – both lanes): 8:00 AM – 9:55 AM
Chadwick St (Carroll to Bowdoin – both lanes): 8:00 AM – 9:55 AM
Bowdoin St (Chadwick to Vaughan – both lanes): 8:00 AM – 9:55 AM
Orchard St (both lanes): 8:00 AM – 9:55 AM
Fletcher St (both lanes): 8:00 AM – 9:55 AM
Clark St (Danforth to York -- both lanes): 8:10 AM – 10:00 AM
Beach St (York to Commercial – southbound lane): 8:10 AM – 10:00 AM
Park Street (York to Commercial): 7:45 AM -- 10:10 AM
High St. (York to Commercial -- both lanes): 7:45 AM -- 10:10 AM
York St (High to Center -- runners' lane on water side): 8:10 AM -- 10:15 AM
Maple St (York to Commercial – both lanes): 7:30 AM -- 10:15 AM
Dana St (Wharf to Commercial): 7:30 AM – 9:15 AM
Moulton St (Fore to Commercial): 7:30 AM – 9:15 AM
Silver St (Fore to Commercial): 7:30 AM – 9:15 AM

In the event the start of the Half Marathon is delayed, the ending times of the above street closures would also be delayed/pushed back.

For Commercial Street, the “west-bound” lane (Franklin to Valley) will be used for runners. The waterside (east-bound lane) will still be open to vehicles and access to the waterfront businesses remains open; however, Police may opt to close the east-bound lane starting at Valley St if a backup occurs that reaches High Street. A single row of barricades will be placed on Commercial St to divide the east and west bound lanes from Valley Street to Franklin Street. Vehicles will be permitted to cross over Commercial Street at the intersections of Beach Street, Park Street, Union Street, and Pearl Street (with police assistance, when space between runners allows).

For Commercial Street proper (Pearl to Franklin), the runner’s lane will be down the “center turn lane” of Commercial Street. Two rows of cones will be used. At this point along Commercial Street, there are 2 lanes for vehicles (west bound and east bound – one on either side of the runners). Vehicle cross over points will be at Pearl Street and at Franklin Street (with assistance from police officers, when space between runners allows).

North-bound traffic on Washington Ave. (at the intersection with Eastern Prom road), will be detoured at Walnut Street/Fox Street (and State Police will close the I-295 Exit 8 ramp onto Washington Ave), so no vehicles will be on that section of Washington Ave. This is to facilitate runners coming from the Eastern Promenade Roadway to cross over Washington Ave and get onto the Tukey’s Bridge sidewalk.

For streets near the beginning of the race route, Eastern Promenade Road and Fore Street (down to Hancock Street), a row of cones will be placed down the middle of the street, and a runners lane will be setup on the water side of the street (so vehicles will still flow on the other side of the street).

For streets near the end of the race route, York Street (High Street to Center Street), a row of cones will be placed down the middle of the street, and a runners lane will be setup on the water side of the street (so vehicles will still flow on the other side of the street).

Some streets will need to be posted "No Parking," including Spring Street, Fore Street, Eastern Promenade Road, and possibly other streets along the race route. Cars parked illegally at these “No Parking” signs will be towed at owner’s expense.

In addition, the trails will have restricted use. Back Cove Trail, Eastern Prom Trail and Bayside Trail will need to be posted “Bicycles, Baby Strollers and Pets, not permitted on Trails during OPHM Race, Saturday, 7 – 9am.” Signs to be posted along the trails by organizer, a week in advance.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

Festival Declaration.

V. FINANCIAL IMPACT

Organizer pays permit fees and license fees for the event, as well as covering costs for city staff services: Police, Public Works, Parking Control, Permitting and Inspections, and Public Assembly Facilities Staff.

VI. STAFF ANALYSIS AND BACKGROUND

VII. RECOMMENDATION

Recommend passage.

VIII. LIST ATTACHMENTS

1. Old Port Half Marathon 2020
2. OPHM 2020 - Sat June 6 - AP (JH - Council)
3. OPHM 2020 - MAPS for City Council

4. OPHM 2020 Changes from 2019 - Rev (TM - council)

Prepared by:

Ted Musgrave

Date: 1/29/2020

KATE SNYDER (MAYOR)
BELINDA S. RAY (1)
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CITY OF PORTLAND
IN THE CITY COUNCIL

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NICHOLAS M. MAVODONES, JR (A/L)

**ORDER DECLARING JUNE 6, 2020
THE SHIPYARD OLD PORT HALF MARATHON AND 5K FESTIVAL**

ORDERED, that June 6, 2020 is hereby declared to be the Shipyard Old Port Half Marathon and 5K Festival, sponsored by GiddyUp Productions, LLC; and

BE IT FURTHER ORDERED, that the festival is authorized from 2:00 a.m. – 2:00 p.m. on Saturday, June 6, 2020, with a race to be held along city streets and trails and with an awards ceremony and music to follow until 12:30 p.m.; and

BE IT FURTHER ORDERED, that the Half Marathon race will start at 7:00 a.m.; and

BE IT FURTHER ORDERED, that the start of the Half Marathon and the finish line is on Spring Street; and

BE IT FURTHER ORDERED, that the Shipyard Old Portland Half Marathon and 5K Festival area shall be Spring Street to Oak Street to Union Street and adjacent sidewalks; and

BE IT FURTHER ORDERED, that the following streets shall be closed to traffic for the following times or, if the race start is delayed, then at a later time:

Spring Street (Oak to Center – both lanes): 3:00 a.m. – 2:00 p.m.

Spring Street (Center to Union – both lanes): 3:00 a.m. – 12:00 p.m.

Cross Street (Free to Spring – both lanes): 3:00 a.m. – 12:00 p.m.

Middle Street (Union to Hancock – both lanes): 6:55 a.m. – 7:10 a.m. and 7:25 a.m. – 7:40 a.m.

Franklin Street (at Middle Street – both lanes): 7:00 a.m. – 7:10 a.m. and 7:30 a.m. – 7:40 a.m.

Hancock Street (Middle to Fore – both lanes): 7:00 a.m. – 7:10 a.m. and 7:30 a.m. – 7:40 a.m.

Fore Street (Hancock to E Prom – runners' lane on water side): 7:00 a.m. – 7:45 a.m.

Eastern Promenade Road (runners' lane on water side of street): 7:00 a.m. – 7:35 a.m.

Cutter Street: 7:00 a.m. – 8:45 a.m.

Fort Allen Park loop: 7:00 a.m. – 7:45 a.m.

Washington Ave. (Walnut to 295 – both lanes): 7:00 a.m. – 7:35 a.m.

Commercial Street (Franklin to Center -- just westbound lane): 7:45 a.m. – 9:10 a.m.
Commercial Street (Center to Valley -- just westbound lane): 7:45 a.m. – 10:15 a.m.
Valley Street (right turning lane between W Commercial and Danforth): 8:00 a.m. – 9:30 a.m.
Danforth Street (Valley to Clark – both lanes):
Western Prom Road (Vaughan to Bowdoin – both lanes):
Pine Street (Western Prom to Vaughan – both lanes): 8:00 a.m. – 9:45 a.m.
Vaughan Street (Pine to Danforth – both lanes): 8:00 a.m. – 9:55 a.m.
Carroll Street (Vaughan to Chadwick – both lanes): 8:00 a.m. – 9:55 a.m.
Chadwick Street (Carroll to Bowdoin – both lanes): 8:00 a.m. – 9:55 a.m.
Bowdoin Street (Chadwick to Vaughan – both lanes): 8:00 a.m. – 9:55 a.m.
Orchard Street (both lanes): 8:00 a.m. – 9:55 a.m.
Fletcher Sreett (both lanes): 8:00 a.m. – 9:55 a.m.
Clark Street (Danforth to York -- both lanes): 8:10 a.m. – 10:00 a.m.
Beach Street (York to Commercial – southbound lane): 8:10 a.m. – 10:00 a.m.
Park Street (York to Commercial): 7:50 a.m. -- 10:10 a.m.
High Street (York to Commercial -- both lanes): 7:50 a.m. -- 10:10 a.m.
York Street (High to Center -- runners' lane on water side): 8:15 a.m. -- 10:15 a.m.
Maple Street (York to Commercial – both lanes): 7:50 a.m. -- 10:10 a.m.
Center Street (Commercial to Free – both lanes): 7:45 a.m. -- 10:15 a.m.
Cross Street (Fore to Commercial): 7:45 a.m. – 9:15 a.m.
Dana Street (Wharf to Commercial): 7:45 a.m. – 9:15 a.m.
Moulton Street (Fore to Commercial): 7:45 a.m. – 9:15 a.m.
Silver Street (Fore to Commercial): 7:45 a.m. – 9:15 a.m.

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 the Shipyard Old Portland Half Marathon Festival area shall be closed to licensed street vendors as provided in §19-17 of the City Code; and

BE IT FURTHER ORDERED, that the City Manager is authorized to issue a revocable permit to GiddyUp Productions, LLC under §25-27 of the City Code to conduct said Festival, subject to the direction and control of the City Manager and to the following specific conditions:

1. GiddyUp Productions, 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 and alcohol 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. GiddyUp Productions, 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. Under no circumstances may alcoholic beverages be sold or consumed on City of Portland right-of-ways during said event, other than in an area restricted to 21-years-old and older people on Spring Street from 8:30 a.m. to 12:30 p.m., with security provided by the Portland Police Department and Public Assembly Facilities staff;

3. Conditions for use of grounds and requirements for food service, vending sales, and other items specified in a contract and permit issued from Public Assembly Facilities Division shall be adhered to;

4. GiddyUp Productions, 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 Shipyard Old Portland Half Marathon Festival;

5. GiddyUp Productions, LLC shall hire police officers, Public Assembly Facilities Division staff and parking control officers to assist with directing traffic at street closures, and Public Assembly Facilities staff shall be hired to facilitate GiddyUp Production, LLC's use of the festival area; and

6. In addition, the Business Licensing Office shall charge the usual fees for licensing food vendors, street goods vendors, and other needed licenses for the Festival to those vendors the GiddyUp Productions, LLC has agreed shall participate; and

7. Route of the course and street closing times are subject to change, depending on construction projects along the course, delays, and police recommendations leading up to the race day; and

8. Any and all amplified music and public announcements along the route of the race or in the Festival Area 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; and

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 City Code, provided that all other applicable Code requirements for the operation of the Festival have been met.



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	1/15/20	ORGANIZATION NAME	GiddyUp Events, LLC		
ADDRESS (Street/City/State/Zip)	174 Cash St Unit #2 South Portland, ME 04106				
CONTACT NAME(S)	Erik Boucher		TITLE(S)	president	
PHONE		PHONE		PHONE	
EMAIL	erik@justgiddyup.com		EMAIL		

PARK AREA / PUBLIC SPACE REQUESTED	Eastern Prom Trail, Bayside Trail, Back Cove Trail, Portland Streets Start & Finish and after-party areas on Spring Street		
EVENT DAY(S) & DATE(S)	Saturday 6 / 6 / 2020	RAIN DAY(S) & DATE(S) (50% added fee)	NA
OVERALL EVENT START & END TIME (When setup will begin until cleanup is expected to be complete.)	3:00 AM to 2:00 PM	EVENT START & END TIME	7:00 AM to 12:30 PM

EVENT NAME	EXPECTED ATTENDANCE
Shipyards Old Port Half Marathon & 5K (10th Annual) https://oldporthalfmarathon.com/	4,500 half marathon runners, 2,000 5K runners, 2000 family members

Proceeds benefit Habitat for Humanity of Greater Portland, Gary's House, Portland Trails, Oxford Hills Homeschool Robotics, Epona Pony Club, GIRL SCOUT TROOP 1161, Coastal Humane Society.

DIFFERENT HALF MARATHON & 5k RACE ROUTE IN 2020.

A half marathon (13.1 miles) Road Race and 5K Road Race (SAT June 6).

Route Description

Half Marathon..... Runners go off at 7:00 AM.

Start on Spring St intersection with Union St. Straight on Middle St (using both lanes), cross over Franklin St, Right on Hancock St (using both lanes), Left on Fore St (in runners lane on water side), Straight on Eastern Promenade (in runners lane on water side), cross over Washington Ave, Right onto Bayside trail run parallel to Washington Ave, cross over I-295 on sidewalk trail, sharp left on Back Cove Trail, run clockwise around Back Cove, cross over Tukey's Bridge on sidewalk trail, sharp right on Bayside Trail looping underneath Tukey's Bridge, left on Eastern Prom Trail until Franklin St, crossing over Franklin St then getting into center turning lane on Commercial St until Pearl St, then getting into westbound lane on Commercial St, Straight on Commercial St (using westbound lane), Straight on West Commercial St (using westbound lane), Right on Valley St (using right turning lane), Right on Danforth St (using both lanes), Left on Vaughan St (using both lanes), Left on Western Promenade (using both lanes), Right on Pine St (using right lane), Right on Vaughan St (using right lane), Right on Carroll St (using both lanes), Left on Chadwick St (using left lane), Left on Bowdoin St (using both lanes), Right on Vaughan St (using right lane), Left on Orchard St (using both lanes), Right on Fletcher St (using both lanes), Left on Danforth St (using right lane), Right on Clark St (using both lanes), Right on Beach St, Left on West Commercial St (using westbound lane), Left on High St (using both lanes), Right on York St (in runners lane on water side), Left on Center St (using both lanes), Right onto Spring St to finish line.

5K..... Runners go off at 7:35 AM.

Start on Cross St intersection with Spring St. Left on Spring St, Straight on Middle St (using both lanes), cross over Franklin St, Right on Hancock St (using both lanes), Left on Fore St (in runners lane on water side), Straight on Eastern Promenade (in runners lane on water side), Right on Cutter St (using both lanes), Right on Eastern Prom Trail until Franklin St, crossing

over Franklin St then getting into center turning lane on Commercial St until Pearl St, then getting into westbound lane on Commercial St, Straight on Commercial St (using westbound lane), Right on Center St, Right on Spring St to finish line.

Some of the race routes are on Trails and Paths (and some on the street).

Many course marshals (116+) will staff intersections.

MANY city streets closed down to vehicles.

Spring Street (Oak to Center – both lanes): 3:00 AM – 2:00 PM
Spring Street (Center to Union – both lanes): 3:00 AM – 12:00 PM
Cross Street (Free to Spring): 3:00 AM – 12:00 PM
Cross Street (Fore to Commercial): 3:00 AM – 12:00 PM
Center St (Free to Fore – both lanes): 5:00 AM -- 12:00 PM
Center St (Fore to Commercial – both lanes): 7:30 AM -- 10:20 AM
Middle Street (Union to Hancock – both lanes): 6:55 AM – 7:10 AM and 7:25 AM – 7:40 AM
Franklin Street (at Middle Street – both lanes): 6:55 AM – 7:10 AM and 7:25 AM – 7:40 AM
Hancock Street (Middle to Fore – both lanes): 7:00 AM – 7:10 AM and 7:30 AM – 7:45 AM
Fore Street (Hancock to E Prom – (runners' lane on water side): 6:55 AM – 7:55 AM
Eastern Promenade Road (runners' lane on water side of street): 7:00 AM – 7:45 AM
Cutter St: 7:00 AM – 8:50 AM
Fort Allen Park loop: 7:00 AM – 7:55 AM
Washington Ave. (Walnut to 295 – both lanes): 7:00 AM – 7:45 AM
Commercial St. (Franklin to Union -- just westbound lane): 7:45 AM – 9:10 AM
Commercial St. (Union to Valley -- just westbound lane): 7:45 AM – 10:15 AM
Valley Street (right turning lane between W Commercial and Danforth): 7:55 AM – 9:30 AM
Danforth Street (Valley to Clark – both lanes): 7:55 AM – 10:00 AM
Western Prom Road (Vaughan to Bowdoin – both lanes): 7:55 AM – 10:00 AM
Pine St (Western Prom to Vaughan – both lanes): 8:00 AM – 9:45 AM
Vaughan St (Pine to Danforth – both lanes): 8:00 AM – 9:55 AM
Carroll St (Vaughan to Chadwick – both lanes): 8:00 AM – 9:55 AM
Chadwick St (Carroll to Bowdoin – both lanes): 8:00 AM – 9:55 AM
Bowdoin St (Chadwick to Vaughan – both lanes): 8:00 AM – 9:55 AM
Orchard St (both lanes): 8:00 AM – 9:55 AM
Fletcher St (both lanes): 8:00 AM – 9:55 AM
Clark St (Danforth to York -- both lanes): 8:10 AM – 10:00 AM
Beach St (York to Commercial – southbound lane): 8:10 AM – 10:00 AM
Park Street (York to Commercial): 7:45 AM -- 10:10 AM
High St. (York to Commercial -- both lanes): 7:45 AM -- 10:10 AM
York St (High to Center -- runners' lane on water side): 8:10 AM -- 10:15 AM
Maple St (York to Commercial – both lanes): 7:30 AM -- 10:15 AM
Dana St (Wharf to Commercial): 7:30 AM – 9:15 AM
Moulton St (Fore to Commercial): 7:30 AM – 9:15 AM
Silver St (Fore to Commercial): 7:30 AM – 9:15 AM

Organizer will hire Police Officers, PCOs and PAFD Staff to assist at intersections. City MEDCU Staff will also be hired. City Medical will be on the course. Northeast Ambulance will be located at the Finish Line. Organizer will hire State Police to close off the 295 Ramp leading to Washington Ave. and Anderson Street.

Organizer is hiring a third-party company to provide metal barricades and cones. But will also rely on City Staff dropping off some city barricades for street intersections (approx. 75 barricades).

After party for the races is to be held on Spring St between Oak Street and Center Street. As part of the after race events, a beer and food garden will be setup and be open from 8:30am – 12:30pm on a portion of Spring Street in front of the Cross Insurance Arena and Municipal Parking Garage (approximately 60' x 800'). Organizer will hire Police Officers for these areas.

Organizer to use parking spaces on Spring St to place a stage, portable restrooms, canopies, and a dumpster.

PA Systems will be used at the race (announcements & music). The after race festivities will include a stage (with PA System) set up on Spring Street near Center Street where a band will perform from 8:30am – 12:00pm. PA systems will also be set up in a number of locations along the race route, including the Back Cove Parking Lot (near Back Cove Trail), Eastern Prom Trail (near Sewage Treatment Plant), top of Fort Allen Park, and outer West Commercial Street (just beyond Casco Bay Bridge).

Portable restrooms will be positioned around the course.

Water stops will be setup around the course. Volunteers from various non-profit organizations will provide water to runners.

IS THERE A REGISTRATION FEE/PLEDGES COLLECTED FOR THIS EVENT?	Please check: ☒ FEE ☐ PLEDGES	
IF YES FOR FEES, HOW MUCH?	FEE	\$24 to \$89
	STUDENT FEE	\$NA

WHAT WILL BE THE ANTICIPATED NEED FOR PARKING AND WHAT IS YOUR PARKING PLAN? *Participants will be directed to park in nearby parking garages and lots in and around the Old Port area.*

PLEASE CHECK OFF AND ANSWER:

PLEASE 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? 20	☒		
* Do you wish to set up a tent(s) and/or stage(s) ? A canopy/tent or stage larger than 10'x10' 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): stage 16'x20' Exact Location(s) of Tent/Stage Placement Requested: Spring street *** 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: 20 picnic tables chairs:	☒		
* Are other items or equipment being placed on City property? (i.e. Moon Bounce, Dunk Tank, Radio Station Van, Helium Tank, etc.) Please List: inflatable arch, cones, barricades, signs	☒		
* Will there be refreshments at the event? Do you wish to sell food ? no 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.	☒		
* 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: shirts, mugs, and hats	☒		
* Are you setting up a PA (sound) system ? Are you planning on having Amplified Music? yes Band? yes DJ? yes Boom Box? no 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.	☒		
* 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.		☒	
* Are you planning on bringing a Grill for a Barbecue ? Grilling is subject to weather conditions and possibly Fire Dept. review.		☒	
* Will the event require reserved parking spaces / parking meters ? How many? 200 "No Parking" signs may be purchased at the PAFD Office, 212 Canco Rd.	☒		
* Will your event need safety vests, signs, barricades and/or cones ? Please list what you would like to borrow/rent: 75 barricades	☒		

	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).			
*	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 (gfonton@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 Staff will be invoiced by those individual departments & should be paid to them directly.				
*	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 tvm@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 an Entertainment 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 85 decibels / C-weighted 95 decibels. One verbal warning shall be issued if the sound has been found to have exceeded those limits. The warning may be given to the sound board operator or the organizer/organizer's designee. If the decibel limit is found to have been exceeded a second time during the same event, the single event entertainment license (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.

CANCELLATION 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

EB

DATE

1/15/20

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

EB

DATE

1/15/20

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
Event with registration or pledges & attendance 25 - 300: \$125/hr
Event with registration or pledges & attendance 301+: \$225/hr
Film/Photo Shoot: \$100/day
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

Electricity (activation/de-activation) Fee: \$40/flat
Porta Restroom User Fee (if attendance is 150+): \$25
Entertainment License: \$50
Barricades: \$5/ea. Rental Fee + \$25/ea. Security Deposit
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

PLEASE MAKE CHECKS PAYABLE TO "CITY OF PORTLAND"

- ◆ Please make out security deposit checks separate from 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:	\$ TBD	Entertainment (Amplified Sound) License Fee:	\$ TBD
Number of Hours of Use: Approx. 11 hours		Equipment Rental Fee:	\$ TBD
Staff Fee (on site event support):	\$ TBD	Public Space / Park / Sound Security Deposit:	\$ TBD
Admin. Fee (event coordination support):	\$ TBD	Borrowed / Rented Equipment Deposit:	\$ TBD
Electricity Fee (activation/de-activation):	\$ TBD	Additional Fees:	\$ TBD
Impact/Street Closure Fee (variable based on impact):	\$ TBD	(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

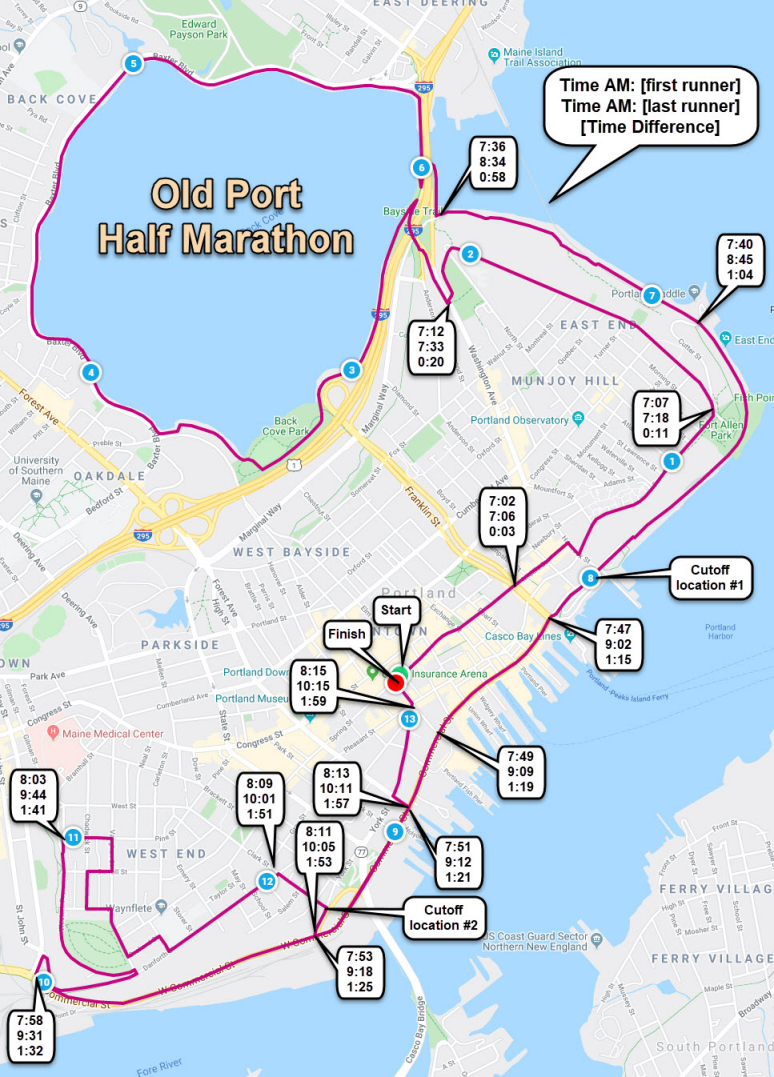
VISA / MC NUMBER:		CHECK NUMBER:		CHECK AMOUNT:	\$	CASH AMOUNT:	\$
CREDIT CARD AMOUNT:	\$	CREDIT CARD EXP. DATE:		CHECK NUMBER:		CHECK AMOUNT:	\$

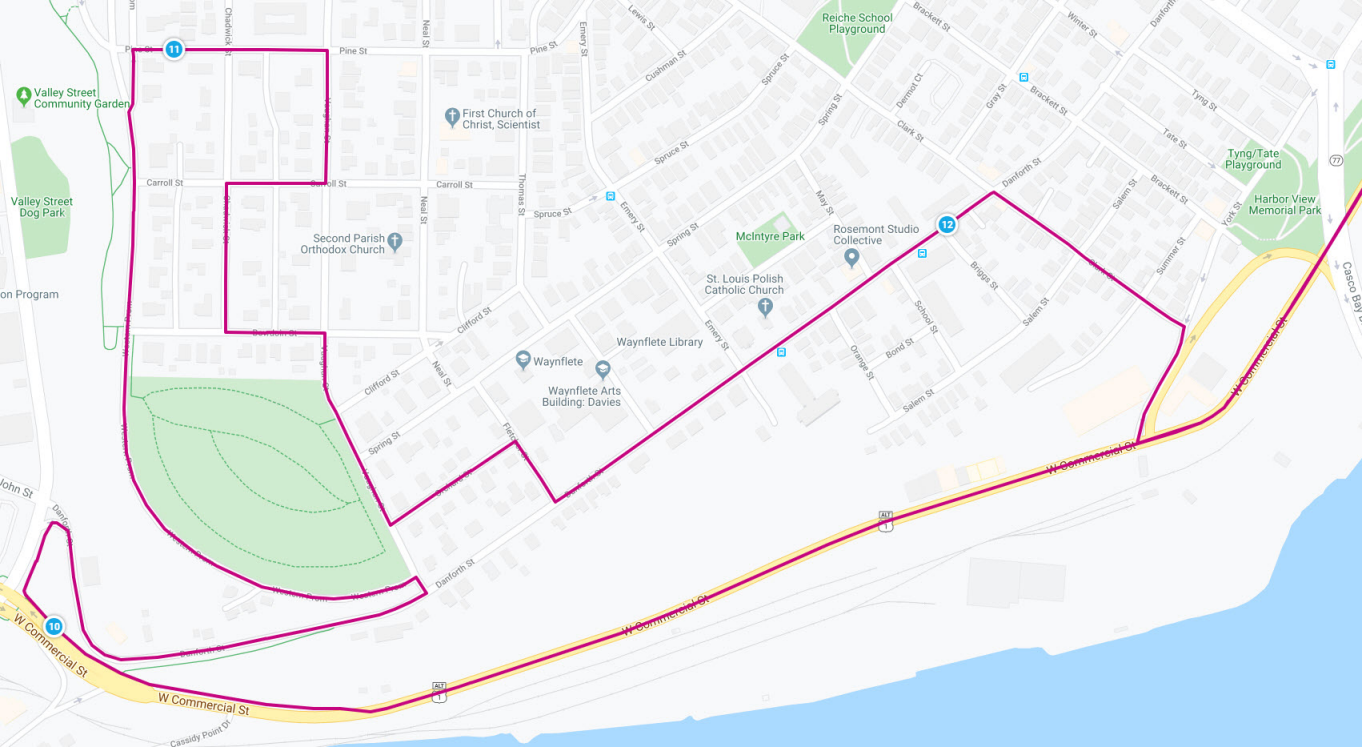
CREDIT CARD WILL ONLY BE CHARGED FOR SECURITY DEPOSIT(S) AS NEEDED

PLEASE RETURN FORM (WORD DOC) AT LEAST 30 DAYS IN ADVANCE TO:

- ◆ Public Assembly Facilities Div. ~ 212 Canco Rd. ~ Portland ~ ME ~ 04103 EMAIL PREFERRED: tvm@portlandmaine.gov

Old Port Half Marathon





Valley Street Community Garden

Valley Street Dog Park

on Program

John St

W Commercial St

W Commercial St

Casady Point Dr

1

5

W Commercial St

W Commercial St

W Commercial St

Casco Bay

77

Harbor View Memorial Park

Tyng/Tate Playground

Rosemont Studio Collective

St. Louis Polish Catholic Church

Waynflete Library

Waynflete Arts Building: Davies

Waynflete

Second Parish Orthodox Church

First Church of Christ, Scientist

Reiche School Playground

Old Port 5K



Start & Finish Chutes

**Roux & Cyr International
Fine Art Gallery**

Free St

Center St

barricades

Fore River Parking

45 Spring St Parking

Free St

El Rayo Taqueria

Cliff's Barber Shop

Find

**Jensen Baird
Gardner & Henry**

Free St

barricades

**Mensroom
Salon & Lounge**

5K Start

Aphrodite Salon

North Atlantic Capital

Old Port Vape Shop

Start Line

Beaten Path Tours

Spring St

Middle St

Union St

Spring St

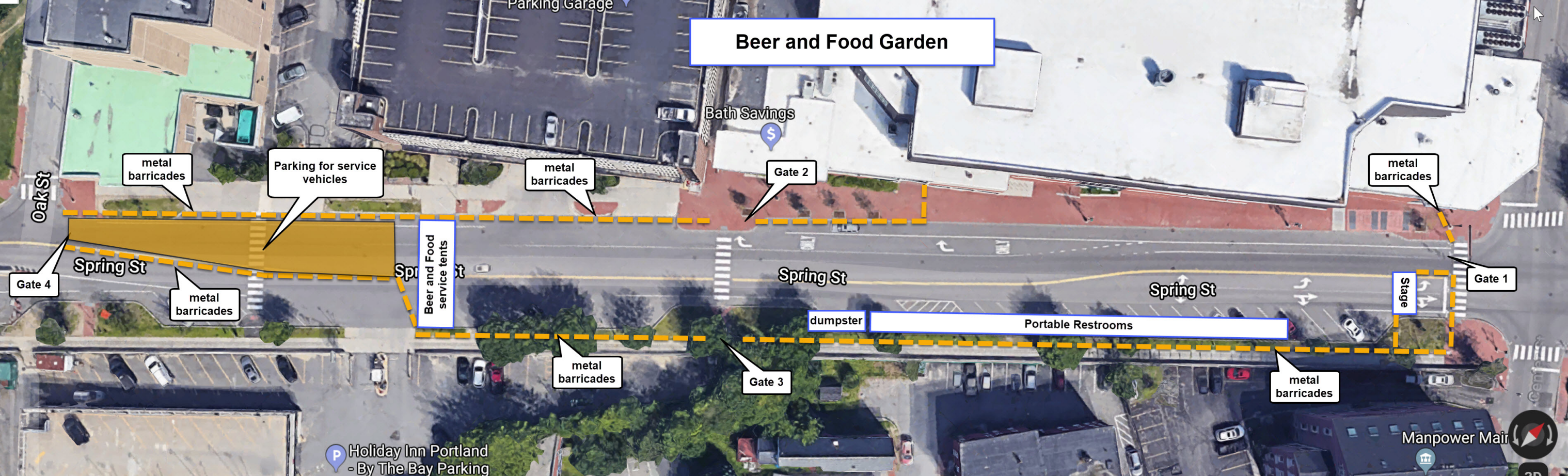
medic
tents

Finish Line

Spring St

Spring St

Half Marathon



Beer and Food Garden

Bath Savings

Gate 2

metal barricades

Parking for service vehicles

metal barricades

Beer and Food service tents

Spring St

Spring St

Gate 1

Stage

dumpster

Portable Restrooms

metal barricades

Gate 3

metal barricades

metal barricades

Spring St

Gate 4

Oak St

Holiday Inn Portland - By The Bay Parking

Manpower Mair

Old Port Half Marathon 2020 Overview of Changes 2019 to 2020

Changes were endorsed by city staff and put in place to create a more sustainable race route and festival zone, and to minimize impact to vehicle traffic.

- 1) The date of the race moved from Saturday, June 22 to Saturday, June 6.
- 2) The location of the start and finish area has moved from a busy section of Fore St in the Old Port to a section of Spring St between the Holiday Inn to Union St. Spring St will be closed to stage all the runners before and after the race. Change made to accommodate pending construction project in the Old Port and to minimize impact to vehicle traffic in the Old Port.
- 3) The start time of the 5K race moved from 7:15 AM to 7:35 AM in order to minimize the impact on Casco Bay Ferry Lines. The 7:00 AM start time of the half marathon race remains the same.
- 4) The 5K start chute area will move from a section of Union St to a section of Center St.
- 5) The initial direction of both races changed from west to east. At the start of both races runners will head east on Middle St towards the East End neighborhood.
- 6) The flow of both courses changed from a counter-clockwise rotation to clockwise. Runners will pass through the Eastern Promenade and go around the Back Cove clockwise, before they run along Commercial St and pass through the West End neighborhood last before they head back to the finish on Spring St. Change made to utilize existing city staff at race intersections and to minimize impact to vehicle traffic in the Old Port.
- 7) The location of the post-race beer and food garden moved from a private parking lot at One Portland Square to a section of Spring St between the Holiday Inn and Center St.
- 8) The total number of runners in the half marathon and 5K combined will increase from 5,500 to 6,500.
- 9) Once runners clear out of the heart of the Old Port area at the beginning of the race, they won't return and normal traffic patterns in the Old Port will resume quicker than before.
- 10) Center St will be closed from Free St down to Commercial St during the race.

KATE SNYDER (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
TAE Y. CHONG (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 ADOPTING COUNCIL RULES OF PROCEDURE
FOR 2020**

ORDERED, that the City Council of the City of Portland, Maine, in the City Council assembled,
does hereby adopt the Rules and Orders of the City Council, as amended and
attached hereto, as the Rules of Procedure of the City Council.

RULES OF PROCEDURE OF THE CITY COUNCIL

As Amended ~~February 19~~~~December 32~~, ~~2018~~~~2020~~

Rule 1. Regular Meetings and Council Workshop Sessions

- A. The regular meetings of the ~~City~~ Council ~~(hereinafter~~
~~"Council")~~ shall be held in the room known as the City
Council Chamber or such other room as deemed appropriate in
City Hall in one session at 5:30 p.m. on the first and
third Mondays of each calendar month. When said Monday is
a holiday or an election day, the regular meeting shall be
held on the following Wednesday, at the same time and
place. The date or the time of any regular meeting may be
changed by an order passed at a previous meeting of the
Council or by warrant for a special meeting called in lieu
of a regular meeting; provided however, that said change in
date will still provide for two regular meetings in one
month. Unless otherwise changed by an order passed at a
preceding meeting or by the calling of a special meeting at
a different time or place, for like purposes, the Council
shall also regularly meet at 12:00 noon on the first Monday
of December of each year for the purpose of the
inauguration of ~~Portland City~~ Council, the swearing in of
Councilors-elect, filling Council committees, adopting
rules and orders, and transacting such other business as it
may deem appropriate. The public hearing of any item shall
not commence after 10:00 p.m. of the day of said regular
meeting unless five (5) members consent to such
consideration. The Council deliberation and action on any
item shall not commence after 10:00 p.m. of the day of said
regular meeting unless five (5) members consent to such
consideration.
- B. With proper notice, workshop sessions of the ~~City~~ Council
may be called by five (5) members of the ~~City~~ Council, the

Mayor or the City Manager, as the case may be, for obtaining legal, administrative or policy guidance or for the presentation of information by the City Manager, the City Clerk or Corporation Counsel or their staff. The City Council shall not take votes in workshop sessions; however, the Council may be polled at the workshop to obtain an unofficial sense of the position of the Council on an issue being discussed at the workshop. To the maximum extent possible, materials for such sessions shall be provided to the City Council at least two (2) business days prior to the scheduled workshop. All such workshop sessions shall be open to the public, in accordance with 1 M.R.S. §400 et seq. ("FOAA").

Rule 2. Quorum; Adjourned Meetings

A majority of the members of the Council shall constitute a quorum for the transaction of business, but a smaller number may adjourn from time to time. At least twenty-four (24) hours' notice of the time and place of holding such adjourned meeting shall be given to all members who are not present at the meeting from which adjournment is taken.

Rule 3. Enactments

The Council shall act only by ordinance, order, or resolve. Final passage of or amendments to any item shall require five (5) affirmative votes except where a greater number is required by Charter or Ordinance. All ordinances, orders, and resolves, except orders and resolves making an appropriation of money, shall be confined to one subject, which shall be clearly expressed in the title. The appropriation order or resolve shall be confined to the subject of appropriations only.

Rule 4. Ordinance; Style

All ordinances passed by the Council shall be termed "amendments to the Portland City Code" and the enacting style shall be: "Be it ordained by the City Council of the City of Portland, Maine, in City Council assembled."

Rule 5. Order and Resolve; Style

In all votes of command, the form of expression shall be "ordered"; and of opinions, principles, facts or purposes, the form shall be "resolved".

Rule 6. Readings

The reading of any ordinance, order, or resolve shall be by title of the ordinance, order or resolve only, if no member objects.

Rule 7. Reading on Two Separate Days; Waiver

No ordinance, no appropriation resolve, and no order authorizing the expenditure of \$50,000.00 or more shall be passed until it has been read on two (2) separate days, except when the requirement of reading on two (2) separate days has been dispensed with by a vote of seven (7) of the members.

Rule 8. Yeas and Nays Taken; When

The yeas and nays shall be taken upon the passage of all ordinances and orders authorizing the expenditure of money in the amount of \$50,000.00 or more and entered upon the record of the proceedings of the Council by the Clerk. The yeas and nays shall be taken on the passage of an order or resolve when called for by any member.

Rule 9. Ordinances; Effective When

No ordinance shall take effect until thirty (30) days after its passage by the Council, except in the case of emergency ordinances.

Rule 10. Order, Resolve; Effective When

No order or resolve shall take effect until ten (10) days after its passage, except in the case of emergency orders and resolves.

Rule 11. Emergency Ordinances, Orders and Resolves

The Council may, by vote of seven (7) of its members, pass emergency ordinances, orders, or resolves to take effect at the time indicated therein, but such emergency ordinances, orders or resolves shall contain a section in which the emergency is set forth and defined, provided, however, that the declaration of such emergency by the Council shall be conclusive.

Rule 12. Item for Meetings; Filed When

- A. No ordinance, order, resolve, or other document shall be in order for action at any regular meeting of the Council unless such ordinance, order, resolve, or other document shall appear on the Council Agenda (hereinafter "Agenda").
- B. Items for the Agenda should to the maximum extent possible be received in the office of the City Manager on or before close of the work day ten (10) days prior to the scheduled regular or special Council meeting.
- C. Each item for the Agenda shall be submitted with an electronic agenda request form. The form shall have a separate fiscal impact statement memo attached if the impact of the item is \$50,000 or more in a given fiscal year. This memo shall include details and information describing the fiscal impact including, but not limited to, projected costs, revenues or savings over a three (3) year period and/or any potential impacts on the City tax levy.
- D. If a submitted item for the Agenda involves an ordinance or ordinance amendment, a Council initiated City Charter amendment or revision, an order authorizing the expenditure of \$50,000 of general fund money or more, or a budget order, such item(s) shall be first reviewed by a Council Committee (hereinafter "Committee") before it appears on the Agenda.

- E. The Committee assigned to review a referral item shall be agreed to be the City Manager and the Mayor after taking into account, among other things, the information in the submitted agenda request form. If the City Manager and the Mayor disagree on which Committee to refer an item to, it shall appear on the Agenda for a formal vote to either suspend these rules to take up the item directly or refer the item as per Rule 29.
- F. All items that are referred to a Committee through the process described in subparagraphs (D) - (E) shall be communicated to the Council through a written communication from the Mayor which shall appear on the Agenda.
- G. All licenses, proclamations, resolutions, festival orders, grant approvals or appropriations, communications, and any other item the City Manager and Mayor deem appropriate, shall appear on the Agenda without the need for the aforementioned referral to a Committee.

Rule 13. Sponsorship.

Items listed on the Council agenda shall be sponsored as follows:

- A. The Mayor or any individual member of the Council may~~shall~~ sponsor ~~any~~ proclamations or resolutions; and
- B. The City Manager, City Clerk, Corporation Counsel, the Planning Board, or up to three (3) members of the Council ~~may~~~~shall~~ sponsor any orders or other Agenda items.

Rule 14. Presiding Officer to Chair Meetings

The Presiding Officer shall take the chair at the time appointed for the meeting, call the members to order, cause the roll to be called, and, a quorum being present, cause the

minutes of the preceding meeting to be read and proceed to business.

Rule 15. Preserve Order Decide All Questions of Order

The Presiding Officer shall preserve decorum and order, may speak to points of order in preference to other members, and shall decide all questions of order subject to an appeal to the Council by motion regularly seconded, and no other business shall be in order until the question on appeal is decided.

Rule 16. Declare Votes; Cause Return of Votes

The Presiding Officer shall declare all votes, but if any member doubts a vote, the Presiding Officer shall cause a return of the members voting in the affirmative and in the negative; without debate.

Rule 17. Debate; Rules of

When a question is under debate, the Presiding Officer shall receive no motion but to adjourn, or for the previous question, or to lay on the table, or to postpone to a date certain, or to refer to a committee or some administrative official, or to amend, or to postpone indefinitely; which several motions shall have precedence in the order in which they stand arranged.

Rule 18. Motion to Adjourn; Lay on Table

The Presiding Officer shall consider a motion to adjourn as always in order except on immediate repetition; and that motion and the motion to lay on the table, or to take from the table, shall be decided without debate.

Rule 19. Reconsideration

When a vote is passed, it shall be in order for any member who voted in the majority, or in the negative on a tie vote to move a reconsideration thereof, at the time, or the next stated meeting, but not afterwards, and when a motion of reconsideration is decided, that vote shall not

be reconsidered. No motion to reconsider a vote passed at a previous meeting shall be in order for consideration at the next stated meeting unless an item to that effect is contained in the agenda for such next stated meeting or unless seven (7) of the members consent to such reconsideration.

A citizen petition, or zone change petition, once presented to and finally acted upon by the Council shall not again be received by the Council in the same or substantially the same form for a period of one (1) year next succeeding the Council's final action on the original petition. A member voting with the majority on the original petition, however, shall be privileged to reintroduce such a petition in accordance with the requirements of this rule.

A liquor license or special entertainment permit, or an amendment proposed by the licensee to an existing license or permit that has been denied by the Council shall not be received by the Council in the same or substantially the same form for one (1) year from the date of such action unless a shorter period is required by state law.

All other items, once presented to and finally acted upon by the Council, shall not again be offered or received by the Council in the same or substantially the same form within a given Council year (i.e. December - December).

Rule 20. Failure to Pass for Lack of Required Votes

When an item fails to finally pass for lack of the required five (5), or seven (7) affirmative votes, as applicable, and is not otherwise disposed of, the item shall appear on the Agenda as unfinished business at the next succeeding meeting.

Rule 21. Motion for Previous Question

Upon the motion for the previous question being made and seconded, the Presiding Officer shall put the question in the following form: "Shall the main question be now put?". And all debate upon the main question shall be suspended until the motion for the previous question shall be decided. After the

adoption of said motion for the previous question by a majority vote, the sense of the Council shall be forthwith taken upon all pending amendments and then upon the main question. Neither is it susceptible of amendment. All questions of order arising incidentally thereon must be decided without discussion whether appeal be had from the Presiding Officer or not.

Rule 22. Manner of Speaking

When a member is about to speak at a [regular or special](#) Council meeting, he or she shall rise in his or her place, if physically able to do so, and respectfully address the Presiding Officer, confine himself or herself to the question under debate, and avoid personalities.

Rule 23. Length of Statements by Members

During the deliberation on any item and associated amendments, each member shall limit his or her remarks and/or questions, but not including responses to his or her questions, to a total of ten (10) minutes. In the event that an item is divided, each member shall be entitled to an additional five (5) minutes of remarks and/or questions.

Rule 24. Not to Interrupt

No member speaking shall be interrupted by another, but by a call to order by the Presiding Officer, a point of order by any member or to correct a mistake.

Rule 25. Breach of Rules and Orders

When any member shall be guilty of a breach of any of the rules or orders of the Council, that member may, on motion, be required to make satisfaction therefor, and shall not be allowed to vote, or speak, except by way of excuse, until he or she has done so.

Rule 26. Member Excused From Voting; When

Every member present when a question is put shall vote unless the member is precluded from participation therein

because of interest or the appearance of interest or unless she or he is otherwise prohibited by law from participation.

- A. Any member abstaining on grounds of interest or the appearance of interest must do so at the commencement of deliberations on the item under discussion and shall not participate in said deliberations or vote on such item.
- B. Any member abstaining as permitted hereunder shall clearly state such intent, the reason for such abstention and the legal or factual basis therefor prior to the commencement of deliberation on such item.

Rule 27. Motion to be Reduced to Writing; When

Any motion shall be reduced to writing if the Presiding Officer shall so direct.

Rule 28. Division of a Question

Any member may move that a question be divided.

Rule 29. Motion for Referral

Any member of the Council may~~can~~ make a motion for referral of an item before the Council to a Committee or administrative official. A motion for referral to a Committee or administrative official, until it is decided, shall preclude all amendments of the main question.

Rule 30. Priority of Business

All questions relating to priority of business to be acted upon shall be decided without debate.

Rule 31. Suspension of Rules; Amendment or Repeal

The rules shall not be dispensed with or suspended unless two-thirds as of those present and voting consent thereto; provided, however, that when these rules expressly require a vote larger than said two-thirds such rules shall not be

suspended except by an equal or greater vote. No rule of procedure shall be amended or repealed without notice, in writing, being given at the preceding meeting.

Rule 32. Procedure for Addressing Council

Any person wishing to address the Council will be given an opportunity to do so in accordance with the following procedure:

A1. No public comment shall be permitted on the following agenda items: informational reports or communications from boards and commissions, staff or other organizations or entities; and administrative action implementing prior action of the Council where that prior action had permitted public comment.

B2. On items other than those set forth in 1. above, public comment shall be permitted only once prior to final Council action. ~~Except as specifically decided by the Council, s~~Such public comment shall ~~occur at the advertised public hearing or at the second reading of the such item by the Council, where the item requires a second reading on a separate date. If, however, an item did not have a hearing before a Committee, involves a proposed ordinance or ordinance amendment, or involves a recommendation from the Planning Board, public comment shall occur at the first reading of the item by the Council.~~

C3. Persons wishing to address the Council on an item which appears on the Aagenda, and upon which public comment is permitted under 1. and 2. above, shall wait until the Clerk announces the consideration of such item, at which time they may address the Council on that particular item. However, once the Council has begun its deliberations on an item, no person shall be permitted to address the Council on such item.

D4. Persons wishing to address the Council on an item not appearing on the Council or a Committee agenda shall only do so after the disposition of all items appearing on the Agenda.~~at the 6:00 p.m. public comment period reserved on the Council agenda for non-agenda items. This comment period shall be~~

identified on the Agenda and scheduled by the City Manager and Mayor to occur at only one (1) Council meeting a month.

E5. Any person wishing to address the Council shall signify such desire and, when recognized by the Presiding Officer, such person shall give his or her name and address, and/or organization or individual represented, if any, designate the subject matter on which he or she desires to address the Council, respectfully address only the Presiding Officer, and avoid personalities.

F6. When any person or entity is being honored or recognized by the Council, applause shall be permitted. In all other matters, persons present at Council meetings shall not interrupt, nor applaud or otherwise express approval or disapproval of any statements made or actions taken at such meeting.

G7. Any and all signs shall not be permitted in the Council Chambers.

H8. Persons addressing the Council on an Agenda item must do so prior to start of deliberation on such item by the Council, shall be permitted to speak only once on an Agenda item, and shall limit their remarks on each Agenda item or non-agenda item to three (3) minutes. From time to time, the Presiding Officer may grant an extension of this three (3) minute requirement. Such persons shall also confine their remarks to the merits of the pending Agenda item. No members of the public shall comment on more than three (3) items, excluding any comment provided pursuant to number 4 above, at any Council meeting unless the Rules of the Council are suspended to allow for comment on each such additional item.

I9. The Presiding Officer may limit or cut off any commentary that is not germane or that is scurrilous, abusive, or not in accord with good order and decorum, causes or incites disruption, or prevents the Council from conducting its business.

~~U10~~. Any person who shall continue to violate these rules, after warning by the Presiding Officer, may be ejected by the Presiding Officer with or without the assistance of the police for the remainder of the meeting then in progress.

Rule 33. Parliamentary Proceedings

In all cases where the parliamentary proceedings are not determined by the foregoing rules, "Robert's Rules of Order" (Newly Revised, 11th Edition) shall be taken as authority to decide the course of the proceedings.

A list of debatable and non-debatable motions is hereby incorporated for reference in Appendix A, attached hereto.

Rule 34. Council Committees

At the commencement of the municipal year members shall be appointed by the Mayor to the following standing Committees, each Committee to consist of three (3) members of Council, except the Economic Development Committee, which shall have four (4) voting members, and the Finance Committee, which shall have four (4) members including the Mayor as an ex-officio non-voting member, ~~to consist of three (3) members of the Council:~~

1. Economic Development Committee;
2. Finance Committee;
3. Health and Human Services and Public Safety Committee;
4. Housing Committee;
5. Legislative/Nominating Committee;
6. Rules and Reports Committee; and
7. Sustainability and Transportation Committee.

A majority of the members of the above standing Committees shall constitute a quorum for the transaction of business.

Rule 36. Council Committees; How Chosen

The members of the Council to serve on the above Committees shall be appointed by the Mayor. The Council may override one or more of such appointments by a vote of at least six (6) members.

Rule 36. Council Committees; Public Comment

The public will be given an opportunity to comment on any item under consideration by the below-named standing Council Committees prior to a final Committee action on that item. Any person addressing the Committee on an item shall be permitted to speak only once on an item, shall give his or her name and address, and/or organization or individual represented, if any, and shall limit their remarks on each item to three (3) minutes. From time to time, the Presiding Officer of a Committee may extend this period of time pursuant to Rule 31(8). These requirements for public comment shall apply to the following Committees:

1. Economic Development Committee;
2. Finance Committee;
3. Health and Human Services and Public Safety Committee;
4. Housing Committee;
5. Legislative/Nominating Committee;
6. Rules and Reports Committee; and
7. Sustainability and Transportation Committee.

Nothing herein shall prevent or prohibit any other Committee from accepting public comment if said Committee determines that it wishes to do so.

Notwithstanding the foregoing, no public comment shall be required on the following items: informational reports or communications from boards and commissions, staff or other organizations or entities; and administrative action

implementing prior Committee action where that prior action had permitted public comment.

Rule 37. Smoking at Meetings

No person shall smoke or vape in the Council Chamber or at any public meeting in the Portland City Hall. Any person continuing to smoke or vape after warning by the Presiding Officer shall be ejected for the remainder of the meeting then in progress.

Rule 38. Confidentiality

No Councilor shall intentionally disclose or discuss information known to be confidential to or with any person not otherwise authorized or privileged to receive that information, including representatives of the media. For the purpose of this rule, "information known to be confidential" includes information in any form that has been designated, to the knowledge of the Councilor, as confidential by an employee or agent of the City of Portland, and that is within one or more of the exceptions to the definition of "public record" in the State's Freedom of Access law.

Confidential information includes statements made by individuals participating in executive sessions and includes any documents prepared specifically for an executive session, unless otherwise designated by the City Council in cases where the Council has the exclusive right to waive confidentiality.

Any Councilor who, following a due process hearing, is found to have violated this rule may be disciplined by reprimand.

**CITY OF PORTLAND
M E M O R A N D U M**

TO: Mayor Snyder and Members of the Rules and Reports Committee

FROM: Danielle West-Chuhta, Corporation Counsel

DATE: January 28, 2020

RE: **Subject matter of Council Orders Expending \$50,000 or more**

This memo is in response to a question I received from the Rules and Reports Committee about what items approved by the City Council authorized the expenditure of \$50,000 or more. Below is a list of these order names, from Fiscal Year 2018 to the present.

These orders concern MaineDOT agreements; Jetport projects and leases; union contracts; donations; Housing Trust Fund and HOME funds appropriations; City technology projects; unanticipated revenues; land sales revenues; Portland Downtown assessments; Portland Art Committee budgets; and Brownfields and other grants.

FY2018

15. Order Approving Agreement between Portland, Portland Area Comprehensive Transportation System and Maine Department of Transportation Re: Brighton-Deering-Falmouth Intersection Roundabout
16. Order Approving Agreement between Portland, Portland Area Comprehensive Transportation System, and Maine Department of Transportation Re: Washington Avenue Pavement Preservation
48. Order Approving Municipal Partnership Initiative Agreement between Portland and Maine Department of Transportation Re: Washington Avenue Paving between Allen and Ocean Avenues
64. Order Approving the Termination and Distribution of the Harry E. Cummings Charitable Trust to the Maine Community Foundation
70. Order Approving Agreement between Portland and Maine Department of Transportation Re: Modification to Woodford's Corner Stormwater Improvements
72. Order Approving Bill of Sale and Customer-Owned Street Lighting Agreement with Central Maine Power Company for Street Lights

73. Order Approving the Agreement with TEN Connected Solutions, Inc. for Conversion of City Street Lights to LED Technology
76. Order Approving the Application, Acceptance and Appropriation of a \$200,000 Brownfields Assessment Grant
83. Order Approving the Land Exchange Agreement between Portland and the University of Maine System Re: Brighton-Deering-Falmouth Intersection Roundabout
84. Order Approving the Collective Bargaining Agreement with Police Benevolent Association for 2017 to 2019
85. Order Approving the Collective Bargaining Agreement with Police Superior Officers Benevolent Association for 2017 to 2019
86. Order Appropriating Additional Education Subsidy in the Amount of \$712,351
100. Order Appropriating Home Investment Partnerships Program Funds in the Amount of \$200,000 to the Portland Housing Development Corporation Re: 58 Boyd Street
103. Order Appropriating Home Investment Partnerships Program Funds in the Amount of \$300,000 to the Avesta Housing Development Corporation
106. Order Approving Second Modification to Agreement between Portland and Maine Department of Transportation Re: Woodford's Corner Intersection Improvements
107. Order Appropriating \$3,875,000 of Bayside Property Sale Proceeds
118. Order Extending Contract with Jon P. Jennings as City Manager
119. Order Authorizing Cost of Living Increase for the City Manager, Corporation Counsel and City Clerk
151. Order Approving the Agreement between Portland and Maine Department of Transportation Re: Paving Allen Avenue from Summit Street to Washington Avenue and Auburn Street
152. Order Approving the Agreement between Portland, Portland Area Comprehensive Transportation System and Maine Department of Transportation Re: Paving Cumberland Avenue from Elm Street to State Street
153. Order Approving the Agreement between Portland, Portland Area Comprehensive Transportation System and Maine Department of Transportation Re: Paving Danforth Street from High Street to Vaughan Street

160. Order Approving the Lease of 94 Free Street and the Spring Street Garage Revenue Sharing Agreement with Portland Hockey LLC
181. Order Approving the Third Amendment to the Amended and Restated Lease with Ready Seafood Co. for Space in the Portland Ocean Terminal
183. Order Approving Airport Improvement Program Grant
184. Order Amending Order 144-17/18, Authorizing Waterfront Concert Festivals Presented by Live Nation Entertainment on the Maine State Pier
185. Order Approving the Agreement between Portland and Maine Department of Transportation Re: Paving Valley Street between Park Avenue and St. John Street
186. Order Approving the Agreement between Portland and Maine Department of Transportation Re: Paving Park Avenue between St. John Street and Interstate 295
186. Order Approving the Agreement between Portland and Maine Department of Transportation Re: Paving Park Avenue between St. John Street and Interstate 295
187. Order Authorizing General Obligation Bonds to Finance a Portion of the City's Fiscal Year 2019 Capital Improvement Program in an Amount not to Exceed \$31,648,595
188. Order Appropriating Bond Proceeds and Unassigned Fund Balance in an Amount not to Exceed \$34,703,595 for the City's Fiscal Year 2019 Capital Improvement Program
199. Order Approving the Collective Bargaining Agreement with the (AFSCME) Local 481-07 Supervisors
- {Budget orders omitted}
244. Order Assessing Maintenance and Implementation Assessments for Portland Downtown for Fiscal Year 2018-2019
245. Order Approving and Authorizing the Fiscal Year 2019 Master Agreement and Supplemental Services Agreement with Portland Downtown
261. Order Accepting Fiscal Year 2018 Annual Report and 2019 Budget Plan of the Portland Public Art Committee
262. Order Approving Ground Lease Agreement with Duluth Holdings, Inc.
263. Order Accepting and Adopting the 2018 Housing Trust Fund Annual Plan
265. Order Appropriating \$1,850,000 for Improvements to the Portland International Jetport Passenger Terminal

FY2019

20. Order Appropriating \$130,000 for Middle School Math Curriculum Expansion and Materials for the Portland Public Schools
21. Order Approving Three-Party Agreement between Portland, Portland Area Comprehensive Transportation System and Maine Department of Transportation Re: Allen Avenue between Pennell Avenue and Yale Street
22. Order Approving the Acceptance and Appropriation of Brownfields Cleanup Fund Grant
25. Order Appropriating Home Investment Partnerships Program Funds in the Amount of \$200,000 to the Avesta Housing Development Corporation Re: Deering Place
49. Order Appropriating \$2.11 Million of 0 Hancock Street Sale Proceeds
50. Order Approving Collective the Bargaining Agreement with the Firefighters Local 740, International Association of Firefighters
51. Order Approving a Three-Party Partnership Agreement between the City of Portland, Maine Department of Transportation, and Portland Area Comprehensive Transportation System Re: Brighton Avenue (Route 25) Multi-Modal Project
52. Order Approving the Allocation and Appropriation of \$300,000 from the Housing Trust Fund Re: Avesta Housing Development Corporation 977 Brighton Avenue Apartments
53. Order Approving the Allocation and Appropriation of \$925,000 from the Housing Trust Fund Re: Portland Housing Development Corporation Front Street
65. Order Accepting and Appropriating the Federal Emergency Management Agency Grant of \$681,819.00 for a New Fire Truck
66. Order Appropriating Home Investment Partnerships Program Funds in the Amount of \$370,000 to Maine Workforce Housing Re: 178 Kennebec Street
116. Order Approving an Appropriation of Up To \$36,000 from the Housing Trust Fund
128. Order Approving Two-Party Agreement between Portland and the Maine Department of Transportation Re: Exit 7 Franklin Street Reconstruction
129. Order Approving Three-Party Agreement between Portland, the Portland Area Comprehensive Transportation System and the Maine Department of Transportation Re: Congress Street from Fore River Parkway to Stevens Avenue

130. Order Approving Three-Party Agreement between Portland, the Portland Area Comprehensive Transportation System and the Maine Department of Transportation Re: Brighton Avenue from Holm Avenue to Westbrook City Line
131. Order Approving Modification of the Two-Party Agreement between Portland and the Maine Department of Transportation Re: Funding for Signal Upgrades on Congress Street from Fore River Parkway to Stevens Avenue
152. Order Authorizing General Obligation Bonds to Finance a Portion of the City's Fiscal Year 2020 Capital Improvement Program in an Amount not to Exceed \$40,100,000
153. Order Appropriating Bond Proceeds and Unassigned Fund Balance in an Amount not to Exceed \$42,100,000 for the City's Fiscal Year 2020 Capital Improvement Program
160. Order Accepting the Donation of \$300,000 from Maine Medical Center
172. Order Approving Federal Aviation Administration Airport Improvement Program Grants
186. Order Approving Communications Union Contract
187. Order Appropriating \$550,000 for Automated Exit Portals at the Portland International Jetport
188. Order Approving Two-Party Agreement between Maine Department of Transportation and Portland Re: Improvements to Cumberland Avenue
189. Order Approving Two-Party Agreement between Maine Department of Transportation and Portland Re: Improvements to Danforth Street
222. Order Appropriating \$45,000 from the Community Support Fund for General Assistance
261. Order Approving Portland International Jetport Rental Car Concessionaire Agreement
262. Order Accepting and Appropriating the Donation of \$8,934.50 from Eyecare Medical Group

FY2020

24. Order Appropriating \$911,749 in Donations in Support of Asylum Seekers
26. Order Approving the 18-month Extension of Lease with General Services Administration Re: Transportation Security Administration Office Space at the Jetport
27. Order Approving the Second Amendment to Lease with Verizon Wireless Re: Jetport Terminal Roof Facility

28. Order Approving Substantial Amendment to the Fiscal Year 2017 Housing and Urban Development Annual Action Plan Re: Additional Allocation of Community Development Block Grant Funding to 2017/2018 Oxford Street Improvement Project
30. Order Accepting the Portland Public Art Committee 2019 Annual Report and Fiscal Year 2020 Budget Plan
33. Order Appropriating Home Investment Partnership Program Funds in the Amount of \$299,999 to Developers Collaborative Predevelopment LLC RE: 66 State Street
34. Order Appropriating Home Investment Partnership Program Funds in the Amount of \$193,266 and Housing Trust Funds in the amount of \$136,734 to Community Housing of Maine RE: 83 Middle Street
35. Order Appropriating \$425,000 from the Housing Trust Fund to the Portland Housing Development Corporation for the 47 Boyd Street Affordable Housing Project
54. Order Appropriating \$36,000 from the Housing Trust Fund to Home Start for Affordable Housing at 18 Luther Street
55. Order Authorizing the Issuance of General Airport Refunding Revenue Bonds Series 2019 (Green Bonds) to Refund the Outstanding General Airport Revenue Bonds Series 2010
56. Order Appropriating Proceeds of General Airport Refunding Revenue Bonds (Green Bonds) - Sponsored by Jon P. Jennings, City Manager
68. Order Approving the Collective Bargaining Agreement with the American Federation of State, County and Municipal Employees (AFSCME) Local 481-00 Labor & Trades
69. Order Approving the Collective Bargaining Agreement with the City Employees Benefit Association of the American Federation of State, County and Municipal Employees, Local 1373
79. Order Accepting and Appropriating the Firehouse Subs Public Safety Foundation, Inc. Grant of \$20,950.00 for Fire Equipment
80. Order Approving the Collective Bargaining Agreement with the Professional and Technical City Employee Association
81. Order Approving Modification to Agreement between Portland and Maine Department of Transportation Re: Cumberland Avenue Improvements
82. Order Approving the Modification to Agreement between Portland and the Maine Department of Transportation Re: Danforth Street Improvements
83. Order Approving Modification to Two-Party Agreement between Portland and the Maine Department of Transportation Re: India Street Improvements

84. Order Approving the Application for, Acceptance and Appropriation of an up to \$250,000 Brownfields Assessment Grant

103. Order Accepting a Housing and Urban Development Lead Hazard Reduction Grant and Appropriating \$2,541,696 for Lead Abatement in Cumberland County Residential Housing

109. Order Approving and Appropriating Federal Aviation Administration Airport Improvement Program Entitlement and Discretionary Grants

110. Order Appropriating \$545,000 for the Design of Surface Parking Expansion and Relocation of Administrative Offices at the Portland International Jetport

MEMORANDUM
City Council Agenda Item

FROM: Mary Davis, Division Director

DATE: February 3, 2020

SUBJECT: **Order 132-19/20 Re-Establishing the Community Development Block Grant Priority Task Force and Appointing Members - 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 2/19/2020

Final Action 2/19/2020

Can action be taken at a later date: No (If no why not?) Yes. We anticipate the task force work will begin in March and run through August.

PRESENTATION: Mary Davis will be available for questions.

I. SUMMARY

HUD regulation 24 CFR §91.105 states that the jurisdiction (City of Portland) must adopt a citizen participation plan that provides for and encourages citizens to participate in the development of the consolidated plan. The Community Development Block Grant Priority Task Force achieves this requirement by having a group of diverse Portland residents spearhead the goals and processes for the next 5 years

II. AGENDA DESCRIPTION

The City's current United States Department of Housing and Urban Development (HUD) 5-Year Consolidated Plan was approved by the City Council on March 28, 2016. The Plan established four main goals and objectives: 1) Increase housing availability and affordability; 2) Prevent and reduce homelessness; 3) Create strong, safe, accessible and vibrant neighborhoods; and 4) Create economic opportunities to transition people out of poverty.

It is time to re-assess goals for the next 5-year HUD Consolidated Plan. The plan outlines how the City and the Cumberland County HOME Consortium will allocate federal funding. In addition to meeting national objectives and eligibility criteria, the plan requires projects to meet local goals and priorities. HUD requires public input in establishing these local goals and priorities.

The Council-approved recommendations from the 2008 CDBG Task Force included the establishment of the Community Development Block Grant Priority Task Force every 3 to 5 years to meet the goal and priority setting requirement set by HUD. Housing and Community Development staff request approval to re-establish the Community Development Block Grant Priority Task Force, as well as the appointment of the following task force members:

Adam Cohen, Ashish Shrestha, Brad Hanscom, Benjamin Strick, Chase Hewitt, Derek Johnson, Donald Harden, Grace Braley, George Ouellette, Jim Hall, Julia Sheridan, Lucas Blom, Mark Adelson, Matt Dubel, Mary Beth Twomey, Noah Bragg, Phaeng Southisombath, Sarah Hansen, Samuel Heck

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

HUD Requirements

HUD regulation 24 CFR §91.105 states that the jurisdiction (City of Portland) must adopt a citizen participation plan that provides for and encourages citizens to participate in the development of the consolidated plan.

The Community Development Block Grant Priority Task Force achieves this requirement by having a group of diverse Portland residents spearhead the goals and processes for the next 5 years.

Creating the Task Force.

Staff advertised the opportunity to participate in the Community Development Block Grant Priority Task Force 2020 to all past committee members including the City Manager's Policy Advisory Committee, Housing and Community Development (HCD) Task Force, CDBG Priority Task Force, CDBG Annual Allocation/ Scoring Committee, past awardees of CDBG and HOME funds, interested parties from the 2019 District Meetings, and interested parties. Invitations were sent via email to over 380 individuals and organizations. Based on Council Order 70-07/08 the Priority Task Force should consist of 9-16 Portland residents representing diverse and eligible populations and expertise including but is not limited to: a) residents of eligible neighborhoods; b) low and moderate income Portland residents; c) renters and d) landlords; individuals who are knowledgeable about e) planning and f) economic development; g) public service representatives from various areas of expertise; h) Portland housing authority, residents or workers; i) senior citizens; j) young persons ; k) immigrant and refugees; and an individual with a l) disability.

The HCD Staff received 18 applications. The applicants were diverse and represent the aforementioned categories. The list of these individuals can be found in the attachment materials.

Work Plan

Staff has created the goals and work plan for the task force to review, revise, and make recommendations to the City Council in early fall 2020. The tentative work plan is broken down into priorities, structural changes, and administrative changes.

1. Priorities:

A. Review the City's Needs-Goals-Priorities Table.

Current Needs: Neighborhood Investment and Infrastructure, Housing Availability, Economic Opportunity, Address the Needs of the Growing Homeless Population;

B. Revise the priority impacts in each Needs category;

C. Review and Revise: Guiding Principles of Consistency, Measurable Community Impact, Location, Diversity and Inclusiveness, Priority to lower incomes, leveraged funding, sustainability

2. Structural

A. Set-Asides: Currently Community Policing, Public Infrastructure/City Projects.

B. Maximum cumulative grant requests and allocation for Applicants: Currently \$150,000 for Social Services and \$250,000 for Development Activities; \$15,000 minimum grant request.

C. Multi-year requests.

D. Scoring Matrix

E. Application guidelines and sections.

3. Administrative

A. Appeals Process

B. Bonus Points

C. Penalty Points

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

Re-establish the Community Development Block Grant Priority Task Force in order to meet the HUD citizen participation requirement for the 5 year consolidated planning process. The federal funds used over the next 5 years will coincide with the Council's goals and objectives.

V. FINANCIAL IMPACT

No direct financial impact anticipated.

VI. STAFF ANALYSIS AND BACKGROUND

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

HCD staff anticipates that, if established, the 2020 Community Development Block Grant Priority Task Force will undertake an indepth review of the current HCD Needs, Goals, and Priorities along with a high level review of the structure of the allocation process. Staff does not anticipate a major restructuring of the allocation process. Staff anticipates this work to be done over a series of 12 meetings beginning in March and ending in August. In addition to the work of the task force, a series of public outreach events will be held to invite residents of Portland to participate in this process. Information regarding the task force will be posted on the City's website. Meetings and events will be advertised on the City's website calendar, social media platforms and through other public outreach efforts.

The HCD staff will be using a new online platform, Civil Space, to provide updates to the public as well as collect data from targeted audiences. The platform is a project specific website, this will allow users to access information regarding the Consolidated Plan in one space. The site will be an integral part of the marketing campaign and ensuring a large turnout for participation.

VII. RECOMMENDATION

HCD Staff request approval to re-establish the Community Development Block Grant Priority Task Force, as well as approval of the Community Development Task Force Appointees.

VIII. LIST ATTACHMENTS

1. CDBG Priority Task Force and Appointments 2.29.2020
2. Council Order 70 07-08 HCD Task Force 10 point plan
3. CD PTF 2020 application
4. 2020 Task Force Tentative Schedule
5. Task Force applicant list

Prepared by:

Mary Davis, Division Director

Date: 2/3/2020

KATE SNYDER (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
TAE Y. CHONG (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 RE-ESTABLISHING THE COMMUNITY DEVELOPMENT BLOCK GRANT
PRIORITY TASK FORCE AND APPOINTING MEMBERS**

ORDERED, that the Community Development Block Grant (CDBG) Priority Task Force is hereby re-established to review and reassess the goals and priorities contained in the City's 5-Year Consolidated Plan and make recommendations to the structural and administrative processes for the allocation of Community Development Block Grant, HOME Program and Emergency Solutions Grant funding from United States Department of Housing and Urban Development.; and

BE IT FURTHER ORDERED, that the following people are hereby appointed to the CDBG Priority Task Force:

Adam Cohen, Ashish Shrestha, Brad Hanscom, Benjamin Strick, Chase Hewitt, Derek Johnson, Donald Harden, Grace Braley, George Ouellette, Jim Hall, Julia Sheridan, Lucas Blom, Mark Adelson, Matt Dubel, Mary Beth Twomey, Noah Bragg, Phaeng Southisombath, Sarah Hansen, Samuel Heck; and

BE IT FURTHER ORDERED, that the CDBG Priority Task Force shall report its recommendations to the Housing Committee on or before the September, 2020 meeting of the Housing Committee.

Order 70-07/08

Amended & Passage: 10/1/07 9-0

NICHOLAS M. MAVODONES (MAYOR)
KEVIN J. DONOGHUE (1)
DAVID A. MARSHALL (2)
DONNA J. CARR (3)
CHERYL A. LEEMAN (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

JAMES I. COHEN (5)
JAMES F. CLOUTEIR (A/L)
JILL C. DUSON (A/L)
EDWARD J. SUSLOVIC (A/L)

**ORDER ADOPTING HOUSING & COMMUNITY DEVELOPMENT
TEN POINT PLAN RE: CDBG FUNDING**

ORDERED, that the City of Portland Housing and Community Development Ten Point Plan for Allocation of the Community Development Block Grant funding, as recommended by the HCD Task Force, is hereby approved as provided in the Attachment A.

CITY OF PORTLAND HCD TEN POINT PLAN

1. All proposals will meet or exceed HUD and City requirements, be outcome driven, and reflect the priorities identified in the City of Portland's HUD Consolidated Plan. These priorities will be developed every three to five years through a Priority Setting Process.
2. Priority will be given to proposals providing direct benefit to low and moderate income persons and proposals contributing to a comprehensive revitalization of targeted neighborhood identified in the HUD Consolidated Plan.
3. Staff will enhance communication and planning with neighborhood and community members throughout the year. HCD public participation should be a year long process of open communication discussing needs and coordination of projects. Modes for engaging public input can include but are not limited to meetings, studies, focus group discussions, and surveys. This ongoing communication replaces the traditional, annual, once –a-year HCD Meetings.
4. Restructure CMPAC to create two Council appointed committees:
 - a. Priority Setting Task Force to establish priorities for the HCD Program Funds. Priorities will be set in all three funding categories: planning/ administration, public services, and other public improvement projects. Recommended priorities will be reviewed by a Council Committee prior to City Council review and adoption. This group should consist of 9-16 Portland residents representing diverse and eligible populations and expertise.
 - b. Annual Scoring Committee to rate, rank, score and make recommendations for the allocation of HCD resources. This group should consist of 7-10 Portland residents, who will serve staggered three year terms. Conflict of interest should be minimized; no staff, board members, contractors or anyone receiving financial gain from an applicant's proposal can participate on this committee. HNS staff will conduct a threshold review of applications and forward all that comply with HUD guidelines to the appointing authority. The Mayor shall appoint the initial Annual Scoring Committee for the FY 2008 HCD budget (City FY 2009 budget) and thereafter the appointments will be made through the normal Council appointment process, following threshold review by HNS staff.

5. Recommendations for the HCD Budget from the Annual Scoring Committee will be sent to the City Manager for review. The City Manager will submit his or her budget recommendations, plus a description of budgetary impact on the General Fund. Council can accept the HCD budget as recommended by the scoring committee, adjust them to reflect changes recommended by the City Manager, or develop a Council decision on a recommended budget.
6. All proposals from agencies, organizations, and City Departments requesting funding are required to submit an annual budget and proposed work plan that communicates the outcomes, objectives and deliverables for the year.
7. All physical improvement, public infrastructure, housing, and economic development project proposals should be adequately funded to complete proposed scope of work. Proposed projects are to be completed within two years or funds will be reallocated.
8. All applicants must demonstrate administrative and financial history and capacity to complete the proposed scope of work.
9. The Priority Setting Task Force will set a minimum grant amount to ensure a measurable outcome can be tracked. The current \$5,000 minimum grant allotment would remain for FY08-
10. Revamp the HCD Program's Request for Proposals (RFP) process to be in compliance with the Purchasing Ordinance. In a competitive process scoring criteria should be based on the priorities development by the Task Force (and approved by Council) and included in the RFP. Create a pre-application process for public improvement projects, both in-house and outside, to screen for Environmental Review Requirements, specifically Historic Preservation.
11. The process for the HCD Budget in the City FY2008 shall be as currently established and the process established in this plan shall be implemented following the passage of that budget.

2020 Community Development Priorities Task Force Application

Name		Date	
Home Address		Email/ Phone	

Please mark all that apply. I am a/n...

- ☐ Resident of the City of Portland;
- ☐ Previous/current member of the City Manager's Policy Advisory Committee, HCD Task Force, CDBG Priority Task Force, CDBG Allocation Committee;
- ☐ Employee or their spouse, or board member of an organization, business, or City Department that currently or previously receive(s/d) CDBG or HOME funds from the City of Portland; OR Contractor who has received a financial benefit from CDBG or HOME funded projects currently or previously.
- ☐ Resident of eligible neighborhoods (see attached map**);
- ☐ Individual or family who meets HUD's income eligibility guidelines (see attached*)
- ☐ Renter
- ☐ Landlord
- ☐ Portland Housing Authority employee or resident
- ☐ Knowledgeable about urban planning and the current climate in Portland, please explain:
- ☐ Knowledgeable about the current economic climate in Portland regarding small businesses, please explain:
- ☐ Knowledgeable about the current social service landscape climate in Portland regarding delivery of services, emerging needs, financial situations, please explain
- ☐ Knowledgeable about the current needs and challenges of any of the persons generally assumed by HUD to be low to moderate income persons or presumed benefit clientele: abused children, elderly persons, battered spouses, homeless persons, severely disabled adults, illiterate adults, persons living with AIDS, and migrant farm workers, please explain
- ☐ Knowledgeable about the current needs and challenges of the immigrant and refugee community, please explain
- ☐ Knowledgeable about the current needs and challenges of the youth in our community, please explain
- ☐ Knowledgeable about the current needs and challenges of the seniors in our community, please explain
- ☐ Knowledgeable about the current needs and challenges of persons with disabilities in our community, please explain

***INCOME GUIDELINES (to qualify as individual or family who meets HUD's Income Eligibility Guidelines)**

FY 2019 Income Limits, Portland Metro Area

Qualifying Income 80% of Area Median Income

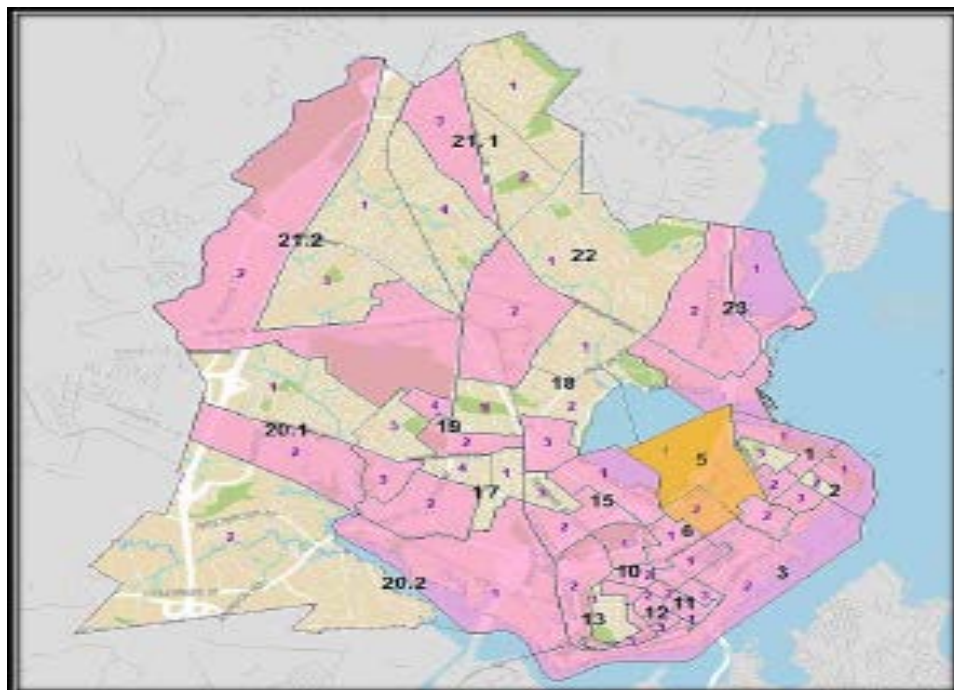
Area Median Income (4)	Qualifying Income, 80% of Area Median Income							
	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
\$93,000	\$52,100	\$59,550	\$67,000	\$74,400	\$80,400	\$86,650	\$92,300	\$98,250

****INCOME ELIGIBLE AREAS (to qualify as resident of an eligible neighborhood)**

Defined by the 2015 American Community Survey and Census

Shaded areas are eligible because 51% of individuals who live in these census tracts are 80% of area median income, or online at:

<https://www.portlandmaine.gov/DocumentCenter/View/10270/Target-Area-Map---Bayside-Neighborhood>



Please provide a brief statement regarding your interest in the Community Development Priority Task Force

AVAILABILITY

It is projected that this Committee will meet 2-3 times a month March through August. In addition to monthly meetings, there will also be several public forums and outreach opportunities to elicit community input. Committee members will be expected to attend the majority of task force meetings. Please describe below general days and times that you would NOT be available:

2020 COMMUNITY DEVELOPMENT TASK FORCE
2ND MONDAY & 4TH THURSDAY OF THE MONTH
MARCH – AUGUST SCHEDULE

Monday March 9 th	CD Task Force Meeting 1 Time: 5:00-7:00 Room: State of Maine Room	Welcome, Introductions, and Overview of CDBG and HOME
Thursday March 26 th	CD Task Force Meeting 2 Time: 5:00-7:00 Room: 24	TBD
Monday April 13 th	CD Task Force Meeting 3 Time: 5:00-7:00 Room: State of Maine Room	TBD
Thursday April 30 th	CD Task Force Meeting 4 Time: 5:00-7:00 Room: 24	TBD
Monday May 11 th	CD Task Force Meeting 5 Time: 5:00-7:00 Room: State of Maine Room	TBD
Thursday May 28 th	CD Task Force Meeting 6 Time: 5:00-7:00 Room: 24	TBD
Monday June 8 th	CD Task Force Meeting 7 Time: 5:00-7:00 Room: State of Maine Room	TBD
Thursday June 25 th	CD Task Force Meeting 8 Time: 5:00-7:00 Room: 24	TBD
Monday July 13 th	CD Task Force Meeting 9 Time: 5:00-7:00 Room: 24	TBD
Thursday July 30 th	CD Task Force Meeting 10 Time: 5:00-7:00 Room: 24	TBD
Monday August 10 th	CD Task Force Meeting 11 Time: 5:00-7:00 Room: 24	TBD
Thursday August 27 th	CD Task Force Meeting 12 Time: 5:00-7:00 Room: 24	TBD

TASK FORCE APPLICATION BREAK DOWN

	Senior Citizen	Person under 30	Renter	Landlord	person with disability	resident of eligible neighborhood	LMI resident	planning knowledge	ED knowledge	SS knowledge	Knowledge of LMI population	Knowledge of immigrant population	Knowledge of youth needs	Knowledge of senior needs	knowledge of needs for indiv with disabilities	PHA resident/e mployee	past taskforce, AC, or sub
B.Hanscomb																	X
B.Strick						X			X	X	X	X			X		X
L.Blom			X														
C.Hewitt		X	X						X					X			
D. Jackson			X		X	X	X			X					X		
D. Harden	X					X				X	X	X		X	X		X
G. Braley	X			X										X			X
G. Ouellette		X	X			X											
J. Hall						X											X
J. Sheridan								X		X	X						
M. Adelson	X							X		X	X					X	X
P. Southisombath			X					X									
S. Heck						X				X	X						X
A. Shrestha			X			X				X	X	X	X	X	X		X
M.Dubel													X				
M. Twomey										X	X	X			X		
N. Bragg		X	X			X	X			X	X		X		X		
A. Cohen		X	X			X		X	X	X	X	X	X	X	X		
TOTALS	3	4	8	1	1	9	2	4	3	10	9	5	4	5	7	1	8

MEMORANDUM
City Council Agenda Item

FROM: Greg Mitchell, Director

DATE: February 3, 2020

SUBJECT: **Order 133-19/20 Approving the Certified Welcoming Certification Contract between Welcoming America and the City of Portland - 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 2/19/2020

Final Action 2/19/2020

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

PRESENTATION: Julia Trujillo/5 Minutes

I. SUMMARY

Certified Welcoming is a designation reserved for local governments (city or county) that meet the highest bar in newcomers' welcoming and inclusion work, a standard created by the nonprofit Welcoming America.

II. AGENDA DESCRIPTION

Certified Welcoming is a national certification program managed by Welcoming America, a non-profit organization. Local governments that seek this certification undergo an extensive evaluation process, including a self-assessment and an in-person audit, to determine compliance with the program. It typically takes a community one year to complete.

This order approves the contract required in seeking the certification, which would show that Portland is an inclusive city that welcomes and supports newcomers.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

Portland has earned a solid reputation for its welcoming programs for new immigrants, and this certification would enhance that reputation with a nationally recognized acknowledgement of the City's work.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

In order to obtain this Certification, the Office of Economic Opportunity (OEO), as the City of Portland's designee, would engage in an in-person audit by Welcoming America staff. OEO seeks approval from the Council to undergo this process and join the cities of Boise, Idaho; Chula Vista, California; Dallas, Texas; Dayton, Ohio; Lancaster, Pennsylvania; Louisville, Kentucky; Lucas County, Ohio; and, Salt Lake County, Utah by its effort to obtain this important national accreditation.

V. FINANCIAL IMPACT

The Certified Welcoming designation cost is \$12,000. However, Welcoming America selects up to three cities a year in order to offer them a scholarship at no cost. Portland was selected as one of the three cities to receive a scholarship. The City of Portland application will cost only \$1,000 for costs paid to Welcoming America.

This expense is included in the Economic Development Department budget.

Becoming "Certified Welcoming" would be a valuable tool to market Portland as the vibrant global City it is. It would attract other national institutions and funders to support the work of OEO, other City Departments, and key community partners.

VI. STAFF ANALYSIS AND BACKGROUND

Certified Welcoming does not mean “sanctuary city.” The Certified Welcoming designation emphasizes building trust and relationships between law enforcement and local community members and providing education to immigrants about their rights and responsibilities under the law.

While the term Certified Welcoming leads one to believe the work is narrowly associated with welcoming newcomers, in reality, the Certified Welcoming designation recognizes and validates the long term inclusion efforts and investments of a City or region by ensuring multiple elements are in place. Cities not only welcome newcomers but even more importantly, ensure they thrive, stay, and belong in their new adopted home well after arrival.

VII. RECOMMENDATION

City staff recommend approval in order to seek this national certification.

VIII. LIST ATTACHMENTS

1. Certified Welcoming Contract Approval 2.19.2020
2. CC Att - Welcoming Quick Guide
3. CC Att - Certified Welcoming Overview
4. CC Att - OEO Strategic Plan for Inclusion
5. Welcoming America Contract 2020 Portland final 2.10.2020

Prepared by:

Greg Mitchell, Director

Date: 2/3/2020

KATE SNYDER (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
TAE Y. CHONG (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 CERTIFIED WELCOMING
CERTIFICATION CONTRACT BETWEEN WELCOMING AMERICA
AND THE CITY OF PORTLAND**

ORDERED, that the Certified Welcoming certification contract required as part of the application process offered by Welcoming America, a nonprofit that certifies municipalities and counties as supportive of newcomers based on programs and opportunities offered to immigrants and others, is hereby approved; 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 and accept this certification and otherwise carry out the intent of this order.

QUICK GUIDE



THE WELCOMING STANDARD

*Defining the Core of
a Welcoming Community*

The Welcoming Standard captures what is essential to a welcoming community. Developed in collaboration with local governments, advocates, and diverse experts, and with input from the public at large, the Standard provides a comprehensive roadmap for immigrant inclusion.

THE FRAMEWORK



GOVERNMENT LEADERSHIP



EQUITABLE ACCESS



CIVIC ENGAGEMENT



CONNECTED COMMUNITIES



EDUCATION



ECONOMIC DEVELOPMENT



SAFE COMMUNITIES

THE REQUIREMENTS

In each area of the Framework, the Standard sets out smart local policies, programs, processes, and partnerships that are the building blocks of welcoming communities.

The following summarize the requirements in the Welcoming Standard. The technical criteria for becoming Certified Welcoming can be found at **certifiedwelcoming.org**.

1 GOVERNMENT LEADERSHIP



- Designate a unit and staff to coordinate immigrant inclusion. (CORE TO CERTIFIED WELCOMING)
- Partner across sectors, agencies, and jurisdictions. (CORE FOR CERTIFIED WELCOMING)
- Share information on community resources and government services with immigrant residents. (CORE FOR CERTIFIED WELCOMING)
- Plan for community-wide immigrant inclusion. Implement the plan in collaboration with diverse stakeholders, and maintain the plan in consultation with the immigrant community. (CORE FOR CERTIFIED WELCOMING)
- Build the capacity of community based organizations working with immigrants.
- Advance equity, diversity, and inclusion in hiring and employee retention.
- Advance equity, diversity, and inclusion in sourcing and contracting.

2 EQUITABLE ACCESS



- Prevent policies that discriminate against immigrants because they are immigrants. Prevent policies that discriminate against immigrants because of other aspects of their identity, like religion, race, or ability. (CORE FOR CERTIFIED WELCOMING)
- Pursue language access across programs and services and train staff on language access. (CORE FOR CERTIFIED WELCOMING)
- Regularly determine barriers to access for immigrants and work in partnership to address those barriers. (CORE FOR CERTIFIED WELCOMING)
- Advance equitable access to healthcare for immigrants.
- Advance equitable access to housing for immigrants.
- Advance equitable access to transportation for immigrants.
- Advance equitable access to the justice system, legal services, and mediation for immigrants.
- Adopt a comprehensive language access policy.

3

CIVIC ENGAGEMENT



- Develop immigrant knowledge of local government workings and support immigrant participation in democratic spaces. (CORE FOR CERTIFIED WELCOMING)
- Support naturalization. (CORE FOR CERTIFIED WELCOMING)
- Advance access to voting for eligible immigrants.
- Engage immigrants in community service.
- Address fraudulent immigration services.

4

CONNECTED COMMUNITIES



- Build relationships, support interactions, and promote communication between immigrants and longer-term residents. (CORE FOR CERTIFIED WELCOMING)
- Promote a welcoming culture through institutional communications. (CORE FOR CERTIFIED WELCOMING)

5

EDUCATION



- Welcome and engage immigrant students and their parents in K-12 schools, and advance access to school programs and services. (CORE FOR CERTIFIED WELCOMING)
- Invest in adult education, career readiness, and access to technical and professional degree programs.

6

ECONOMIC DEVELOPMENT



- Assist immigrant job seekers with information, training, and networking. (CORE FOR CERTIFIED WELCOMING)
- Support immigrant entrepreneurs and business owners in starting, building, and growing their companies. (CORE FOR CERTIFIED WELCOMING)
- Engage local employers and chambers of commerce to create welcoming, equitable and safe work environments.
- Plan for inclusive economic development and integrate welcoming into existing economic development efforts.
- Build financial knowledge and skills in the immigrant community.
- Support immigrant workers through education on workplace rights and legal advice on workplace issues.

7

SAFE COMMUNITIES



- Train public safety staff on working with diverse communities. (CORE FOR CERTIFIED WELCOMING)
- Build relationships and promote communication between law and code enforcement staff and the immigrant community. (CORE FOR CERTIFIED WELCOMING)
- Educate immigrants on their legal rights and responsibilities. (CORE FOR CERTIFIED WELCOMING)
- Set formal policies that build trust between immigrants and public safety services.

THE STRATEGIES

How communities design and implement the requirements in the Welcoming Standard is as critical as the content. Four core strategies increase the impact and sustainability of immigrant inclusion efforts. These strategies should be applied to each of the requirements of the Standard.

- 1 Build connections between immigrants and longer-term residents.
- 2 Set goals, monitor impact, and adjust strategies as needed.
- 3 Design for equitable access.
- 4 Implement in partnership.

CERTIFIED WELCOMING

The Welcoming Standard is the backbone of our new Certified Welcoming program. Certified Welcoming communities build a competitive advantage, and have opportunities to share their welcoming practices on regional, national, and global stages.

To earn the title of Certified Welcoming cities and counties must meet all the requirements designated as “Core for Certified Welcoming.” Once certified, cities and counties must demonstrate progress within a three year period on other requirements of the Welcoming Standard.

More on Certified Welcoming can be found at **certifiedwelcoming.org**.

WELCOMING
AMERICA





Standard Operating Procedure

Version 1.5



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Dear Colleague,

I am excited your local government has chosen to take the first steps in becoming Certified Welcoming.

Welcoming America created the Welcoming Standard and the Certified Welcoming program to support all places— from small towns and rural counties to large cities— in building more inclusive communities and harnessing the wealth and vibrancy that comes when diverse individuals can fully participate and invest in their hometowns.

Following you will find a detailed overview of our standard operating procedures. This guide is meant to give you a detailed look at how we assess if a community meets the Welcoming Standard and the obligations of communities that are Certified Welcoming. You can find more information on the Welcoming Standard and the criteria local governments need to meet in order to be Certified Welcoming at www.certifiedwelcoming.org.

If you have any questions, please do not hesitate to connect with the Certified Welcoming team at certified@welcomingamerica.org or (404) 631-6593.

I look forward to working with you closely over the next several months to build a detailed picture of the welcoming efforts currently in place and identify ways to create a stronger, more inclusive, and more competitive community.

Yours in service,

Melissa Bertolo
Certified Welcoming Manager



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INTRODUCTION

This Guide describes the underlying procedures for Certified Welcoming. It was written with local governments participating in the certification process in mind, but the procedures included apply to all parties involved in Certified Welcoming, including Welcoming America staff and independent auditors. A list of topics covered can be found in the Table of Contents.

Questions about Certified Welcoming should be directed to the Certified Welcoming team assigned to your local government or to certified@welcomingamerica.org. Questions can also be mailed to Welcoming America, P. O. Box 2554, Decatur, GA 30031.

For translation of this document into another language please contact certified@welcomingamerica.org

Key Definitions

Audit: The process used to gather evidence of welcoming efforts in a community. Audits are conducted by Welcoming America staff or independent auditors contracted by Welcoming America. Each audit is focused on documenting whether a place is fulfilling the criteria set out in the Welcoming Standard. The scope and structure of an audit can vary depending on what the auditor is looking to corroborate. For more on audits see pages 9-11.

Audit Action Plan: A plan developed for a city or county to receive its Certificate after an audit found the city or county seeking certification non-compliant with one or more criteria required for certification. For more on Audit Action Plans see page 12 .

Auditor: A person qualified to carry out audits on behalf of Certified Welcoming. The auditor may be an employee of Welcoming America or an independent contractor. Each community will be assigned a certification team, including auditors after submitting their intake form to the Certified Welcoming program.

Certificate: The document issued by Certified Welcoming that formally recognizes a local government meets the criteria set out in the Welcoming Standard. Certificates are valid for three years.

Certification: The process of receiving a certificate from Certified Welcoming. In addition to the initial certification, local governments must go through certification every three years in order to maintain their certificate. This is called recertification.



Certification Fee: The amount payable to Welcoming America for services provided by Certified Welcoming.

Criteria: The policies, programs, processes, and partnerships set out in the Welcoming Standard. Some criteria must be in place in order for your local government to receive a certificate. These criteria are considered core to the Welcoming Standard. For more on criteria and scoring see page 7 and Appendix A.

Observation: Comments expressing potential flaws or shortcoming about core and/or additional criteria listed as compliant in the Final Audit Report. Observations made concerning core criteria must be addressed during recertification.

Welcoming Standard: The Welcoming Standard (the Standard) captures the heart of what it means to be welcoming. Developed by Welcoming America in collaboration with local governments, advocates, and diverse experts, and with input from the public at large, the Welcoming Standard provides a comprehensive roadmap for immigrant inclusion and welcome. The Welcoming Standard addresses a range of essential policies and programs, from language access to hiring practices. The current Welcoming Standard is available at [certifiedwelcoming.org](https://www.certifiedwelcoming.org).



THE WELCOMING STANDARD AND CRITERIA FOR CERTIFICATION

The Welcoming Standard captures the policies, programs, processes, and partnerships at the heart of a welcoming community, and is the backbone of the Certified Welcoming program.

For local governments to receive a certificate they must meet certain criteria set out in the Welcoming Standard (called the core criteria). For local governments to maintain their certificate at the time of recertification they must continue to meet the core criteria and address any observations made during the audit.

The following section details how the Welcoming Standard is organized and conditions for certification. The complete Welcoming Standard can be downloaded at certifiedwelcoming.org.

Content of the Welcoming Standard

The policies and programs that make up the Welcoming Standard fall into seven areas essential to immigrant inclusion and welcome:

- Government Leadership (GL)
- Civic Engagement (CE)
- Equitable Access (EA)
- Education (ED)
- Connected Communities (CC)
- Economic Development (EC)
- Safe Communities (SC)

The Standard sets out specific criteria for communities in each of these areas. The criteria are organized into requirements and indicators. Requirements contain broader criteria and may contain indicators. Indicators provide more detailed information about how the requirement is met.

The Standard also sets out four essential strategies for how communities should approach and implement each criteria (both requirements and indicators).

- Engage longer-term residents
- Set goals, monitor impact, adjust strategies, as needed
- Design for equity and inclusion
- Implement in partnership

Core and Additional Criteria

For the purposes of Certified Welcoming, the criteria in the Standard are sorted into two further categories - core criteria and additional criteria. For a core requirement to be



considered compliant, all core indicators must be compliant. Similarly for an additional requirement to be considered compliant, all additional indicators must be met. If a core requirement has indicators marked as additional, they do not need to be compliant in order for the requirement to be compliant.

Example: In order for GL4 to be met, GL4.1 and GL 4.2 must also be met. GL 4.3 does not need to be compliant.

REQUIREMENT GL 4 (core): A program is in place to manage a community-wide plan for immigrant inclusion.

INDICATOR GL 4.1 (core): The program includes processes to regularly assess the needs and priorities of the local immigrant community in each of the categories of this standard and use that feedback to strengthen the plan.

INDICATOR GL 4.2 (core): The program includes processes to engage cross-sector and diverse stakeholders in the maintenance and implementation of the plan, including stakeholders from the immigrant community and receiving community.

INDICATOR GL4.3 (additional): The program includes accountability and learning mechanisms to regularly assess the effectiveness of activities outlined in the plan.

Core criteria set the threshold for initial certification. In order for a local government to receive a certificate for the first time, it must meet all core criteria either by:

- a. having all core requirements and indicators in place at the time of the audit,
- b. having at least 90% of core requirements and indicators in place at the time of the audit along with an approved Audit Action Plan to meet remaining core requirements and indicators, or
- c. meeting 90% of core requirements and indicators through the implementation of an approved Audit Action Plan based on audit findings.

Additional criteria do not need to be met to become certified, but play an essential role to encourage continuous improvement during recertification.

Scoring

All criteria— core and additional, requirements and indicators— have assigned points. The points system takes into account the impact of the criteria, the resources required to implement the criteria (in other words how accessible a criteria is to cities and counties regardless of budget, population, jurisdiction, and other factors), and whether the criteria is core or additional. Points for requirements range from 101 to 200 with all core requirements receiving 200 points. Indicator points range from 1 to 100 with all core indicators receiving 100 points.



Certified Welcoming Score

Your Certified Welcoming Score is generated by averaging the number of points you received for additional criteria. Points for core criteria are not included in this score as they are used to determine your certification. Your Certified Welcoming Score captures a useful snapshot of strengths and opportunities for improvement beyond meeting the core criteria. Scores set a baseline by which to define improvement during recertification. In the future, we anticipate communities will be able to use their scores to compare local welcoming efforts to national averages. For a detailed list of points assigned to each criteria, see Appendix A.

THE CERTIFICATION PROCESS

The certification process is rigorous. The process itself also yields some of the most significant benefits for participating communities. Each step provides opportunities to engage or reengage partners, identify best practices and potential for innovation, and leverage new resources. In later stages of the certification process, local governments receive an extensive report on local welcoming efforts including areas for growth and programs in their community that are on the cutting edge nationally.

Certification Timeline

The entire certification process should not take longer than one year. Local governments that are unable to complete the process in a year may be asked to re-enter the program.

Certification Fees

Welcoming America charges a fee for participation in Certified Welcoming. The current certification fee amount is available at [certifiedwelcoming.org](https://www.certifiedwelcoming.org). This fee is calibrated to cover the staffing, travel, and administrative costs related to each certification process. Up to \$1,500 of paid Welcoming America membership dues may be applied toward the total certification fee. An invoice for the certification fee is sent upon receipt of the Certified Welcoming application.

Should you decide to discontinue pursuing certification prior to the audit, 90% of the paid certification fees are refundable. If you discontinue pursuing certification after the audit, the certification fees are non-refundable.

Usually, there are six steps in the initial certification process, although advanced communities may complete the process in five steps:

1. Intake
2. Self-Assessment



3. Desktop Review and Audit
4. Final Report
5. Audit Action Plan and Activities
6. Receipt of the Certificate

Step 1: Intake

Local governments enter the Certified Welcoming program by requesting and completing an application. The application covers general information about the local government and community including government structure, authority, and budget. You will also be asked to provide billing information.

Once you submit the application, you have formally entered the certification process and you will be invoiced for the certification fees.

Additionally, at this point, Welcoming America will send:

- **Certified Welcoming Contract:** Due within a month and a half after receiving the contract (30 business days), the Certified Welcoming Contract outlines the legal obligations, such as the use of confidential information and payment of fees, for both the local government and Welcoming America.
- **Self-Assessment Form:** Due within the two and a half months (50 business days), the self-assessment form asks local governments to document current welcoming work and assess themselves against the Welcoming Standard. More detail is provided below.
- **Information about the certification team assigned to your audit:** Each local government is assigned a set of Welcoming America staff and/or consultants to conduct their audit and write the post-audit report. This team will be introduced to you at this time.

Step 2: Self Assessment





Upon completing the intake, local governments focus on conducting a self-assessment of current welcoming efforts. The self-assessment process is guided by a detailed self-assessment form provided by Welcoming America.

The form walks local governments through each criteria in the Welcoming Standard, asking them to evaluate whether and how they have met each requirement and indicator. Certified Welcoming participants are asked to provide evidence— which may take the form of a detailed paragraph describing a program to a website link to an attachment of a specific signed policy— for each requirement or indicator they believe they have met. Self-assessments should be completed in two and a half months (within 50 business days).

Completing the self-assessment often requires reaching out to partners, and we've found that the process of mapping current work can lead to new or renewed partnerships across agencies and a deeper understanding of the extent of work in your community.

Step 3: Desktop Review and Audit

Once your certification team receives the completed self-assessment form they will begin the desktop review and audit process.

Desktop Review

The desktop review verifies information provided in the self-assessment and prepares the certification team and the local government to make the best use of the audit. The desktop review will include:

- a. A review of self-assessment and identification of and research on stakeholders involved in your welcoming work,
- b. Online research to verify evidence to the extent possible,
- c. A review of media coverage related to the local welcoming work,
- d. A screen of civil rights investigations and infractions, and
- e. Additional research regarding local government jurisdiction and programming.

After submitting your self-assessment, the certification team may request additional information from what they have learned during the desktop review. We ask that you reply to the additional information request within 10 business days.

Audit

The purpose of the audit is for the certification team to gather additional evidence through meetings with public servants, community leaders, and stakeholders to evaluate fulfillment of the Welcoming Standard. The audit also provides an opportunity to identify best practices to lift up to the Welcoming America Network.



You and your assigned certification team should complete the audit within six (6) months of signing the contract. The audit is expected to last two-three (2-3) full days. Welcoming America reserves the right to extend or shorten the audit. Initial audits are typically on-site, at your location, but may also be conducted remotely via telephone or electronically.

Audits for initial certification are announced and you will receive at least two (2) weeks notice for all announced audits. Unannounced audits may occur after certification due to concern of lack of compliance with the Welcoming Standard.

Your certification team will work with you to determine a mutually convenient audit date and to develop the scope of the agenda. Once the audit date has been determined, you will receive an audit preparation letter, containing detailed information on the scope of the audit, including a proposed agenda with a list of requested stakeholders to be involved in interviews. See Appendix B for details related to the audit agenda.

Although your certification team will work with you to develop the agenda for the audit, it is your responsibility to schedule the meetings with stakeholders and to meet the requests included in the audit preparation letter to the best of your ability. If someone is not available for an in-person meeting during the scheduled audit, your certification team may require a telephone interview or e-mail correspondence to complete the audit.

In addition to meetings with stakeholders engaged in partnership programs, an audit will typically include meetings with:

- Immigrant and receiving community leaders
- Senior government leadership
- Public school officials
- Law enforcement

Audits typically begin with an opening meeting with the staff involved in the local government's immigrant inclusion and welcoming efforts. The opening meeting provides an opportunity for the certification team and you to review the agenda and ask/answer any remaining questions. Audits typically end with a closing meeting with you, the certification team, and any additional stakeholders or government leadership you would like to include.

During the closing meeting of the audit, the certification team will present a summary of initial findings and discuss next steps. The summary of initial findings will include highlights of best practices with a request to share with the Welcoming America Program Team and a summary or list of criteria initially determined to not meet the Welcoming Standard. The auditor may request additional information that was not able to be gathered during the audit in order to make a decision about compliance with any of the criteria. If the auditor requests additional information during the closing meeting, the auditor will also send a written or



electronic request for the information within five (5) business days of the closing meeting. You are expected to provide the additional information within one month or 20 business days of the closing meeting.

Filming or recording of audits is not allowed without prior approval by Welcoming America and the auditor(s).

Step 4: Final Report

The final report provides a detailed analysis of the audit findings, including innovative programs or strategies that set the community apart in its pursuit of certification. The final report includes compliance results for each requirement and indicator listed in the Welcoming Standard. It also includes an overall performance score on additional criteria, which is used to encourage continuous improvement.

Many communities have recognized the final report as an effective tool to identify strengths and opportunities for improvement. The final report has been used to help guide strategic planning and to involve additional stakeholders and commitment to the work.

Welcoming America will send you the final report within 30 business days of the audit. Contact Welcoming America at certified@welcomingamerica.org for a sample final report.

Step 5: Audit Action Plan and Additional Activities

Only clients who do not meet all of the core criteria are required to complete an Audit Action Plan in order to receive their Certificate. The Audit Action Plan is a tool used to help identify the cause of non-compliance and necessary actions to fulfill the requirement or indicator.

Your certification team will work with you to create an Audit Action Plan, if you are required to complete it. Although the certification team cannot advise you on how to meet specific criteria, they may give you examples of what other communities have done in similar scenarios and refer you to additional resources. When completing the Audit Action Plan, you will be asked to identify why the criteria was not fulfilled (e.g. lack of funding, insufficient capacity, etc.) and steps you will take in order to meet the criteria with a timeframe for fulfillment. You are expected to send the Audit Action Plan to your certification team within 30 business days of receiving the final audit report.

You can view the Audit Action Plan form by visiting <https://www.tfaforms.com/4663326>.

If you do not complete or fulfill the Audit Action Plan, sanctions may apply, including decertification. Additional information on sanctions can be found on pages 18-9.



Step 6: Receipt of the Certificate

If you have met 100% of the core criteria, you will automatically receive the Certified Welcoming Certificate.

If you have met at least 90% of the core criteria, you may receive your Certified Welcoming Certificate after first submitting and receiving approval of the Audit Action Plan from your certification team. You are expected to implement the Audit Action Plan and to notify your certification team of its completion with evidence. If you do not implement the Audit Action Plan or provide sufficient evidence, sanctions may apply. See pages 18-19 for information related to sanctions.

If you have not met 90% of the core criteria, you may still receive the Certified Welcoming Certificate after you have submitted and received approval of your Audit Action Plan and implemented the Audit Action Plan to meet at least 90% of the core criteria. You must notify your certification team when you have implemented the Audit Action Plan and show evidence of its completion. An additional audit and subsequent fees may be required for this scenario.

Once you have received the Certified Welcoming Certificate, Welcoming America will work with you for marketing and promotional purposes. The certificate is valid for three years, at which time you must apply for recertification to maintain your community's status as Certified Welcoming. To maintain initial certification, communities must always meet the core criteria listed in the Welcoming Standard and address all core observations listed in the final audit report.

Continuous Improvement Planning and Recertification

After you receive your initial certificate, your certification team will provide you with a Continuous Improvement Planning Toolkit that will help you address observations made during the audit and additional criteria you want to pursue. Using the Continuous Improvement Planning Toolkit is not required for recertification; however, you must address all observations made regarding core criteria in order to be recertified.

Your certificate is valid for three years. You may begin your recertification process any time during the second year of your certificate, but must begin at least 3 months prior to the date of expiration. We do not recommend letting your certificate lapse. If your certificate lapses, you may be required to re-enter the process as a new applicant.

The recertification process is very similar to the initial certification process and follows the same six steps outlined above (Intake, Self-Assessment, Desktop Review and Audit, Final Report, Audit Action Plan and Activities, and Receipt of the Certificate). Your self-



assessment form will be based on results included in the Final Report and Audit Action Plan, if applicable, from your last valid certificate.

DECISIONS AND APPEALS

Certification Decision Making

Certification teams may require additional guidance and assistance when making certification decisions. For cases that require additional expertise and insight, certification teams may consult with content experts. For examples of content experts, please see the list of individuals consulted for creation of the Welcoming Standard.

Certification teams also have the option to take questions and concerns to the Certified Welcoming Advisory Panel (hereafter referred to as Advisory Panel). This panel is hosted by the Welcoming America Network Leadership Cohort. When decisions require additional guidance from the Advisory Panel, the Network Leadership Cohort will be informed of the content and the Leadership Cohort will select three members to provide guidance on the particular issue. For additional information about who currently serves on the Leadership Cohort, please visit <https://www.welcomingamerica.org/about/board-and-leadership>

Appealing Non-Compliance with the Welcoming Standard

You have the right to appeal any decision made about your certification. If you wish to appeal a decision, additional evidence must be submitted for the appeal to be considered. Appeals are accepted online at <https://www.tfaforms.com/4663366>.

If you decide to appeal a decision made by the auditor about compliance with any of the criteria, core or additional, in the Welcoming Standard, you must file the appeal form within 20 business days of receiving the final audit report. Your assigned certification team will review appeals made. If you are uncomfortable with the certification team reviewing your appeal, you may request it be sent to either the Chief Program Officer or the Deputy Director for review. The Advisory Panel and/or content experts may be consulted for additional guidance.

Welcoming America will make a decision regarding the appeal within 20 business days of receiving the submitted appeal form. All appeal decisions are final.

Appealing Sanctions

If you decide to appeal a sanction, you must file the appeal form within 10 business days of receiving the sanction notice from Welcoming America. Sanction appeals will be sent to either the Chief Program Officer or the Deputy Director for review. The Advisory Panel



and/or the Certified Welcoming Manager may be consulted for additional information and guidance. Although individuals involved in making the sanction decision may be consulted, they will not be part of the appeal decision making process.



COMPLAINTS

Welcoming America takes certification very seriously. Most often, a community member or stakeholder will be aware that a client is no longer compliant with the Welcoming Standard before Welcoming America. Welcoming America encourages community members and stakeholders to address concerns of non-compliance directly to the local government holding the Certified Welcoming Certificate. In the case that the local government does not appropriately address non-compliance concerns or if someone does not feel comfortable addressing their concern directly with the local government, individuals may file a complaint directly with Welcoming America.

If a complaint is filed against you, the process outlined below will be followed.

Complaint Submission and Review

Any party that is not satisfied with the compliance of a Certified Welcoming community with the Welcoming Standard may file a complaint with Welcoming America. All complaints must be submitted in writing, explaining the nature of the complaint and including all documented evidence to support the claim. Complaints must be filed online at <https://www.tfaforms.com/4672952> This form is available online at certifiedwelcoming.org

Within five (5) business days of receiving the complaint, Welcoming America will notify the complainant and the defendant (client) it has received the complaint. You may provide a response to the initial notice, but are not required to before Welcoming America determines if the complaint has merit.

Welcoming America will assess the complaint submission for completeness and will have the option to contact the complainant for additional information or clarification, where necessary.

All complaints will be reviewed by the Certified Welcoming Manager and the Chief Program Officer to determine if the complaint has merit. This determination will be based on whether the complaint raises legitimate and substantiated issues about noncompliance with criteria under which they are certified.

Welcoming America will determine if the complaint has merit within 15 business days of receiving the complaint. During this time, Welcoming America may consult with the Advisory Panel for guidance. Additionally, Welcoming America may approach the complainant, the client, and/or stakeholders in the Certified Welcoming community for clarification or additional information.



If Welcoming America determines the complaint does not have merit, the complaint will be closed. If Welcoming America determines the complaint has merit, you will be asked to resolve the complaint through the corrective action process. If you decide to not resolve the complaint, you may receive sanctions, including decertification.

All complaints filed with Welcoming America and notes related to the review will be saved for at least three years in the client's Certified Welcoming file.

Complaint Resolution

Once a complaint is determined to have merit, the client should formally resolve it through the corrective action process, or it may receive sanctions, including decertification. The corrective action process is outlined below.

Corrective Action Process

1. The client will develop a Corrective Action Plan (CAP) within 15 business days of receiving notice that the complaint filed has merit. The Corrective Action Plan form is available online at <https://www.tfaforms.com/4673141>.
2. The CAP should address:
 - a. Cause of non-compliance
 - b. Steps to rectify non-compliance
 - c. Time frame CAP will be implemented and completed
 - d. Evidence available to demonstrate compliance with CAP
3. The Certified Welcoming Manager will review the proposed corrective action plan to determine if it will lead to satisfactory resolution of the complaint. The Certified Welcoming Manager may seek guidance from the Advisory Panel and/or the Chief Program Officer.
4. The Certified Welcoming Manager will inform the client within 10 business days if the CAP is accepted or if amendments are required. If the client is required to make an amendment to the CAP, it should do so within 10 business days of receiving the notice.
5. The client is expected to notify Welcoming America once its CAP is fulfilled. Failure to notify Welcoming America or to implement the CAP may result in sanctions, including decertification.
6. Welcoming America will review evidence, which may include interviews with stakeholders and an audit, to ensure the complaint has been successfully resolved. Once the complaint has been determined to be successfully resolved, the complaint will be closed. Welcoming America will keep record of the complaint, CAP, and resolution for at least three years in the client's Certified Welcoming file.



Records

Welcoming America will maintain a record of each complaint received, including all correspondence and related evidence, from initiation through final outcome. Complaint records will be kept on file for at least three years.

All complaint decisions are considered final. Complainants and defendants retain the right to submit a complaint against the Complaint Resolution process.



SANCTIONS

Welcoming America may decide to apply one of the certification sanctions outlined below against a client based on its compliance with the Welcoming Standard, its Audit Action Plan or Corrective Action Plan, or refusal to comply with the corrective action process.

Denial of Certificate

If this sanction is applied, it means that the client must stop using the Certified Welcoming Certificate immediately. If a client is denied certification, Welcoming America will not recognize the client as a Certified Welcoming place on its website or in any promotional efforts or materials.

Examples that may lead to denial of certificate could be:

1. A client does not meet 90% of the core criteria.
2. A client has not provided an Audit Action Plan within the allotted time frame.

Suspension of Certificate

If this sanction is applied, the client cannot advertise or refer to maintaining a valid Certified Welcoming Certificate. If a client is suspended, Welcoming America will not recognize it as a Certified Welcoming place on its website or in any promotional efforts or materials. The duration of suspension is dependent upon completing all required corrective action components.

Examples that may lead to suspension could be:

1. A client has not fulfilled its Audit Action Plan within the allotted time frame.
2. Welcoming America has confirmed that a client is no longer compliant with the core criteria in the Welcoming Standard.

Decertification

If this sanction is applied, it means that the client must stop using the Certified Welcoming Certificate immediately. If a client is decertified, Welcoming America will not recognize it as a Certified Welcoming place on its website or in any promotional efforts or materials.

Some examples that may lead to decertification include:

1. The client did not submit or fulfill its Corrective Action Plan within the defined time frame after suspension.
2. The client did not adhere to contractual responsibilities, e.g. non-payment of certification fees, refusal of audits.
3. The client did not honor the suspension rules.
4. During the recertification process, the client no longer meets core requirements and does not fulfill its Audit Action Plan.



Re-entry after Decertification

A client may reapply after it has been decertified under the following conditions:

1. The client must agree to undergo a re-entry audit, if deemed necessary by Welcoming America.
2. The client must have corrected all major non-compliances.

If a client re-enters Certified Welcoming within 12 months of the date of decertification, the client will not be required to pay a new application fee. However, the expiration date of the initial certificate will still apply. Any outstanding certification fees from the period prior to decertification must be paid prior to re-entry after decertification.

If the client re-enters Certified Welcoming after 12 months of the decertification date, the client will be required to complete the application process, including paying the full certification fees.



CONFIDENTIAL AND SENSITIVE INFORMATION

Welcoming America recognizes that the rigorous certification process may require clients and stakeholders to share sensitive information. Welcoming America guarantees to treat all information obtained during the certification process with care and caution.

Welcoming America will not share information gathered during the certification process except with Certified Welcoming staff/contractors and its Advisory Panel and when required by law and with expressed permission from the client. Clients are encouraged to share the Final Audit Report with Welcoming America Network staff in order to receive individualized coaching and technical assistance.

Welcoming America may request additional use of information gathered during the audit to be used to build its resource library. Additional consent must be provided before any information gathered during the audit is shared with the public. Clients can provide verbal or written consent to share information.

Confidential Information

Welcoming America considers all proprietary information about clients confidential. Such information includes:

1. Self-assessments
2. Audit reports and related correspondence
3. Audit Action Plans
4. Corrective Action Plans
5. Appeals
6. Complaints
7. Additional information as identified by the client

Public Information

The following is considered public information:

1. Certification status of client
2. Name and location of client
3. Any information that does not allow the client to be identified



ETHICAL CONSIDERATIONS

Welcoming America promotes an ethical culture and assures that the certification process is conducted in an ethical manner. Welcoming America's Core Values and the ISEAL's Principles of Assurance guide Certified Welcoming's work. See Appendix C for Welcoming America's Values and Appendix D for the Principles of Assurance.

Welcoming America recognizes that clients often wish to show hospitality to their certification team during an audit. However, gifts or gratuities, including meals, which could influence or be perceived as influencing their independence and impartiality, are not permitted. The certification team is expected to remain impartial and avoid any possible conflict of interest by refusing gifts offered to them throughout the entire certification process.

Certification teams should not use their official position or information gained through the position for private purposes.

If any member of the certification team has a relationship with a client that may raise doubts about their ability to remain impartial, the relationship should be made known to their immediate supervisor. If it is determined that impartiality is not able to be maintained through the certification process, the individual will be recused from participating in the client's audit and certification.



APPENDICES



APPENDIX A: CERTIFIED WELCOMING POINTS

Compliance Criteria					
Category	#	Requirement/ Indicator	Description	Type	Points
Government Leadership	GL1	Requirement	A policy is in place that designates a unit focused on immigrant inclusion work.	Core	200
Government Leadership	GL1.1	Indicator	The unit is formalized, active, and has dedicated staff.	Core	100
Government Leadership	GL1.2	Indicator	The unit's governance includes multi-sector representation, and representatives reflect the diversity of the immigrant community and the receiving community.	Additional	60
Government Leadership	GL2	Requirement	The unit advances immigrant inclusion through partnership and collaboration across community sectors and government agencies.	Core	200
Government Leadership	GL2.1	Indicator	The unit engages other jurisdictions on immigrant inclusion especially those jurisdictions that have impact on the policies and programs included in this standard.	Core	100
Government Leadership	GL2.2	Indicator	The unit supports local government agencies in setting goals for immigrant inclusion and monitoring progress toward those goals.	Additional	90
Government Leadership	GL3	Requirement	A program(s) is in place to provide information on community services.	Core	200
Government Leadership	GL3.1	Indicator	The program(s) provides information on government resources such as local government services and public benefits.	Core	100



Government Leadership	GL3.2	Indicator	The program(s) provides information on English language learning opportunities.	Core	100
Government Leadership	GL3.3	Indicator	The program(s) provides information on naturalization.	Additional	20
Government Leadership	GL3.4	Indicator	The program(s) provides information on professional licensing and starting a business.	Additional	20
Government Leadership	GL4	Requirement	A program is in place to manage a community-wide plan for immigrant inclusion.	Core	200
Government Leadership	GL4.1	Indicator	The program includes processes to regularly assess the needs and priorities of the local immigrant community in each of the categories of this standard and use that feedback to strengthen the plan.	Core	100
Government Leadership	GL4.2	Indicator	The program includes processes to engage cross-sector and diverse stakeholders in the maintenance and implementation of the plan, including stakeholders from the immigrant community and receiving community.	Core	100
Government Leadership	GL4.3	Indicator	The program includes accountability and learning mechanisms to regularly assess the effectiveness of activities outlined in the plan.	Additional	90
Government Leadership	GL5	Requirement	A program(s) is in place to promote and strengthen the capacity of Community Based Organizations working on immigrant inclusion.	Additional	112
Government Leadership	GL6	Requirement	A program(s) is in place to promote employing a local government workforce	Additional	105



			that reflects the diversity of the community.		
Government Leadership	GL6.1	Indicator	The program(s) identifies and addresses barriers to inclusive hiring and employee retention including barriers to accessing information on open positions.	Additional	35
Government Leadership	GL7	Requirement	A program(s) is in place to advance local and minority, including immigrant, owned business sourcing and contracting.	Additional	105
Government Leadership	GL7.1	Indicator	The program(s) identifies and addresses barriers to sourcing and contracting.	Additional	28
Equitable Access	EA1	Requirement	No locally mandated government policies exist where the primary purpose of the policy is to exclude or disenfranchise immigrants.	Core	200
Equitable Access	EA1.1	Indicator	No locally mandated government codes exist where the primary purpose of the code is to exclude or disenfranchise immigrants.	Core	100
Equitable Access	EA1.2	Indicator	No locally mandated government policies exist where the primary purpose of the policy is to increase the rate of immigrant detention or deportation.	Core	100
Equitable Access	EA1.3	Indicator	No government policies exist where the primary purpose of the policy is to exclude or disenfranchise immigrants based on other facets of their identity including gender, sexual orientation, race, ability, age, or religion.	Core	100
Equitable Access	EA1.4	Indicator	A process(es) is in place to regularly audit and improve local policies and	Additional	90



			codes to strengthen immigrant inclusion.		
Equitable Access	EA2	Requirement	A program(s) is in place to ensure language access across government agencies with the goal of expanding equitable access to programs, services, and activities.	Core	200
Equitable Access	EA2.1	Indicator	The program(s) assesses and addresses language needs for accessing important community information including safety services and emergency and alert systems.	Core	100
Equitable Access	EA2.2	Indicator	The program(s) includes training for staff.	Core	100
Equitable Access	EA3	Requirement	A process(es) is in place to identify barriers to equitable access to programs and services, and develop partnership programs to address those barriers.	Core	200
Equitable Access	EA3.1	Indicator	Partnership programs to achieve equitable access provide services that are responsive to diverse cultural practices, languages, and literacy levels.	Core	100
Equitable Access	EA3.2	Indicator	Partnership programs to achieve equitable access address fraudulent services and scams targeting the immigrant community.	Core	100
Equitable Access	EA4	Requirement	A partnership program(s) is in place to achieve equitable access to health services for immigrants.	Additional	171
Equitable Access	EA4.1	Indicator	The partnership program(s) provides information on health insurance options and promotes access to health insurance.	Additional	27



Equitable Access	EA4.2	Indicator	The partnership program(s) promotes access to health services including treatment, testing, preventative health services, and mental health services.	Additional	63
Equitable Access	EA5	Requirement	A partnership program(s) is in place to achieve equitable access to housing for immigrants.	Additional	171
Equitable Access	EA5.1	Indicator	The partnership program(s) promotes non-discrimination in housing regulations and tenant protections.	Additional	63
Equitable Access	EA6	Requirement	A partnership program(s) is in place to achieve equitable access to transportation for immigrants.	Additional	162
Equitable Access	EA6.1	Indicator	The partnership program(s) promotes affordable transportation services and opportunities.	Additional	27
Equitable Access	EA7	Requirement	A partnership program(s) is in place to achieve equitable access to justice for immigrants.	Additional	136
Equitable Access	EA7.1	Indicator	The partnership program(s) promotes access to justice in local court proceedings including access to legal advice.	Additional	64
Equitable Access	EA7.2	Indicator	The partnership program(s) promotes conflict resolution strategies such as mediation.	Additional	16
Equitable Access	EA8	Requirement	A comprehensive language access policy is in place that cuts across government agencies.	Additional	171
Equitable Access	EA8.1	Indicator	The policy establishes a process(es) to identify essential government services and programs	Additional	81



			and prioritize language access to those services and programs.		
Equitable Access	EA8.2	Indicator	The policy includes training for staff on working with diverse populations.	Additional	36
Civic Engagement	CE1	Requirement	A partnership program(s) is in place to develop immigrant knowledge of local government workings and advance immigrant civic engagement.	Core	200
Civic Engagement	CE1.1	Indicator	The partnership program(s) provides information on civic engagement opportunities along with general information on the responsibilities of local government	Core	100
Civic Engagement	CE1.2	Indicator	The partnership program(s) supports immigrant participation in democratic spaces (i.e. hearings, council meetings).	Additional	50
Civic Engagement	CE1.3	Indicator	The partnership program(s) supports immigrant participation on commissions and boards, and advances immigrant civic leadership.	Additional	50
Civic Engagement	CE2	Requirement	A partnership program(s) is in place to support naturalization.	Core	200
Civic Engagement	CE3	Requirement	A partnership program(s) is in place to support eligible immigrants in voting.	Additional	105
Civic Engagement	CE3.1	Indicator	The partnership program(s) works with relevant local government and state agencies to identify and address barriers to voting for eligible immigrants.	Additional	28



Civic Engagement	CE4	Requirement	A partnership program(s) is in place to engage immigrants in community service activities.	Additional	105
Civic Engagement	CE5	Requirement	A partnership program(s) is in place to address the unauthorized practice of immigration law and related fraudulent services.	Additional	105
Connected Communities	CC1	Requirement	A partnership program(s) is in place to nurture connections between the immigrant community and receiving community	Core	200
Connected Communities	CC1.1	Indicator	The partnership program(s) brings the immigrant community and receiving community together to work on issues of common interest.	Core	100
Connected Communities	CC1.2	Indicator	The partnership program(s) promotes regular interaction and communication between leaders in the immigrant community and leaders in the receiving community.	Core	100
Connected Communities	CC1.3	Indicator	The partnership program(s) builds relationships between the receiving community and the immigrant community, and supports immigrants in building diverse personal networks.	Additional	80
Connected Communities	CC1.4	Indicator	The partnership program(s) includes activities specifically targeted at connecting immigrant and receiving community youth.	Additional	30
Connected Communities	CC2	Requirement	A partnership program(s) is in place to promote a welcoming culture through communications activities across diverse media and communications platforms.	Core	200



Connected Communities	CC2.1	Indicator	The local government has a public proclamation or resolution declaring itself to be a welcoming community.	Core	100
Connected Communities	CC2.2	Indicator	The local government does not make public statements discouraging immigration or immigrant inclusion.	Core	100
Connected Communities	CC2.3	Indicator	The local government does not make public statements directly attacking any community on the basis of their religion, ethnicity, race, gender, orientation, or ability.	Core	100
Connected Communities	CC2.4	Indicator	The partnership program(s) prioritizes messaging that communicates the community-wide benefit of immigrant inclusion and a welcoming culture for all residents.	Additional	30
Education	ED1	Requirement	A partnership program(s) is in place to work with the primary and secondary school system(s) to attain more equitable educational outcomes for immigrant students.	Core	200
Education	ED1.1	Indicator	The partnership program(s) advances immigrant parent engagement in schools and supports immigrant parents in navigating the education system (i.e. provides support with enrollment and information on local school options, resources available to students, and disciplinary procedures).	Core	100
Education	ED1.2	Indicator	The partnership program(s) facilitates immigrant student access	Additional	30



			to extracurricular or enrichment activities.		
Education	ED1.3	Indicator	The partnership program(s) provides information on services such as counseling, financial assistance, and in-state tuition that increase immigrant student access to higher education	Additional	40
Education	ED1.4	Indicator	The partnership program(s) provides career readiness support for immigrant students.	Additional	70
Education	ED1.5	Indicator	The partnership program(s) addresses early learning and primary school readiness for immigrant children.	Additional	70
Education	ED1.6	Indicator	The partnership program(s) includes training for educators and staff on teaching and supporting diverse student populations.	Additional	50
Education	ED2	Requirement	A partnership program(s) is in place to advance educational and career opportunities for immigrant adults	Additional	105
Education	ED2.1	Indicator	The partnership program(s) facilitates access to professional development opportunities.	Additional	21
Education	ED2.2	Indicator	The partnership program(s) supports immigrant access to higher education, technical degrees, certification programs and professional licensing.	Additional	42
Education	ED2.3	Indicator	The partnership program(s) facilitates credentialing for immigrants.	Additional	42



Economic Development	EC1	Requirement	A partnership program(s) is in place to support immigrant jobseekers	Core	200
Economic Development	EC1.1	Indicator	The partnership program(s) provides information and employment counseling to jobseekers such as information on job search resources.	Core	100
Economic Development	EC1.2	Indicator	The partnership program(s) aims to prepare and place immigrants in jobs that pay a living wage and provide the potential for upward mobility.	Additional	70
Economic Development	EC1.3	Indicator	The partnership program(s) supports professional networking and mentorship opportunities.	Additional	30
Economic Development	EC1.4	Indicator	The partnership program(s) connects immigrants to work experience opportunities such as internships and apprenticeships.	Additional	30
Economic Development	EC2	Requirement	A partnership program(s) is in place to engage local employers, chambers of commerce, and other employer networks in immigrant inclusion work	Additional	105
Economic Development	EC2.1	Indicator	The partnership program(s) promotes workplace language learning opportunities.	Additional	21
Economic Development	EC2.2	Indicator	The partnership program(s) works with employers to improve workplace conditions and culture.	Additional	21
Economic Development	EC2.3	Indicator	The partnership program(s) promotes the recognition of foreign work experience.	Additional	42
Economic Development	EC2.4	Indicator	The partnership program(s) works with	Additional	49



			businesses to identify and address discriminatory practices in hiring and employment.		
Economic Development	EC3	Requirement	A partnership program(s) is in place to advance immigrants in starting, building, and growing businesses.	Core	200
Economic Development	EC3.1	Indicator	The partnership program(s) provides information on enterprise development services.	Core	100
Economic Development	EC3.2	Indicator	The partnership program(s) includes a process to regularly assess, identify, and address barriers for immigrant entrepreneurs and immigrant business-owners (i.e. access to contracting, financing, networking, and technical assistance opportunities).	Additional	60
Economic Development	EC4	Requirement	A partnership program(s) is in place to identify economic development needs and opportunities for immigrants.	Additional	105
Economic Development	EC4.1	Indicator	A process(es) is in place to integrate the findings of the partnership program(s) and immigrant inclusion best practice into the local government's formal economic development approach.	Additional	35
Economic Development	EC5	Requirement	A partnership program(s) is in place to strengthen immigrants' knowledge of the financial system and financial skills including avoiding predatory services and over-indebtedness.	Additional	105
Economic Development	EC6	Requirement	A partnership program(s) is in place to provide education on workers' rights and workplace safety, improve access to	Additional	136



			legal advice on employment and workplace issues, and address predatory practices targeting immigrant workers.		
Safe Communities	SC1	Requirement	A program(s) exists to train public safety staff on working with diverse populations	Core	200
Safe Communities	SC1.1	Indicator	The program(s) includes training for staff operating emergency response systems under the jurisdiction of the local government	Core	100
Safe Communities	SC1.2	Indicator	The program(s) includes law enforcement staff under the jurisdiction of the local government.	Core	100
Safe Communities	SC1.3	Indicator	The program(s) includes code enforcement staff under the jurisdiction of the local government.	Core	100
Safe Communities	SC1.4	Indicator	The program(s) engages other jurisdictions whose public safety or emergency response systems impact local residents.	Core	100
Safe Communities	SC2	Requirement	A partnership program(s) is in place to strengthen relationships and promote regular communication between law and code enforcement agencies and the immigrant community.	Core	200
Safe Communities	SC3	Requirement	A partnership program(s) is in place to educate immigrants about their rights and responsibilities under the law.	Core	200
Safe Communities	SC3.1	Indicator	The partnership program(s) includes information on immigration law and enforcement.	Core	100
Safe Communities	SC3.2	Indicator	The partnership program(s) includes	Core	100



			information on relevant local codes.		
Safe Communities	SC4	Requirement	A policy(ies) is in place to provide safety services in a way that builds trust and relationships between the immigrant community and relevant agencies.	Additional	171
Safe Communities	SC4.1	Indicator	The policy addresses victim services.	Additional	81
Safe Communities	SC4.2	Indicator	The policy covers code enforcement.	Additional	72



APPENDIX B: AUDIT AGENDA DETAILS

For a detailed audit template, please contact a staff member at certified@welcomingamerica.org

Framework Area	Time	Description of Audit Meeting and Purpose	Examples of Participants
Opening Meeting	2 hours	Present and discuss audit plan; clarify key information; provide high-level overview of key issues	Lead government staff and additional invited stakeholders, e.g. steering committee chairs, if applicable.
Government Leadership	1.5 hours	Interview participants to gather additional evidence to confirm compliance with the Welcoming Standard and to identify highlights and observations for report.	Government staff; elected officials; community wide plan stakeholders
Equitable Access	1.5 hours		Immigrant/refugee service providers; legal service providers; immigrant community leaders
Civic Engagement	1.5 hours		Immigrant/refugee service providers; legal service providers; immigrant community leaders
Connected Communities	1.5 hours		Immigrant and receiving community leaders; government staff; leadership organizations; youth organizations; community service organizations
Education	1.5 hours		Local school district(s); adult education providers; community college(s) and university(ies);
Economic Development	1.5 hours		Workforce development organization(s); adult education provider(s); chamber of commerce; small business development center; immigrant/refugee service provider(s)
Safe Communities	1.5 hours		Law enforcement staff; immigrant rights organization(s); emergency service staff; code enforcement staff;
Closing Meeting	1 hour	Review initial findings from audit; receive additional information, if required; confirm next steps	Lead government staff and additional invited stakeholders, e.g. steering committee chairs, if applicable.



APPENDIX C: WELCOMING AMERICA VALUES

Welcoming America is driven to build a more welcoming America, achieving excellence in all they do and is guided by the following values and principles:

Diversity, Equity and Inclusion

Welcoming America believes in opportunity for all. Our ideals remind us that we are all created equal and that our strength lies in the forging of a nation based on shared values and common purpose.

We operate with the conviction that better decisions are reached when multiple backgrounds and perspectives are meaningfully engaged and strive to create an equitable and collaborative environment in which differences are embraced and harnessed to achieve the best results. We consider all facets of diversity, including the areas of gender, race, ethnicity, religion, class, and sexual orientation, as well as cultural aspects, including values, preferences, and beliefs.

Entrepreneurial and Bold Leadership, Creativity and Learning

We believe leadership requires a willingness to try new things, and effective leadership and decision-making is critical to creating the change we wish to see in our society.

Valuing People and Relationships

We intentionally lead with the heart and believe in engaging those with differing viewpoints than our own. Our communities and organization function best when all members feel they are welcome, and cooperation is key to overcoming common challenges and building inclusive communities.

Transparency and Integrity

We commit to doing what we say we will do and doing it to the highest possible quality.



APPENDIX D: ISEAL ALLIANCE PRINCIPLES OF ASSURANCE

Welcoming America subscribes to the ISEAL Alliance credible sustainability standards and works to incorporate its best practices throughout the Certified Welcoming Program and the Welcoming Standard. Included in the ISEAL Alliance credible sustainability standards are the principles of assurance, which are defined below.

For additional information on ISEAL Alliance please visit www.isealalliance.org

Accessibility: Assurance programmes that are accessible help support the sustainability objectives of the standards system. Accessible assurance is affordable to clients who fall within the scope, is culturally sensitive, comprehensible, and within reach of the target clients.

Competence: Competence applies most directly to the individuals who are engaged in different aspects of the assurance process. Competent personnel have technical knowledge of assurance and are able to interpret and apply the intent of the standards. Having competent management of the assurance programme ensures greater integrity and efficiency in the implementation of the system.

Consistency: Assurance systems that achieve the same results when applied in different contexts or involving different staff are consistent. The objective of having a consistent assurance programme is to ensure replicable results across the programme.

Impartiality: Clients of impartial assurance programmes are treated fairly and objectively. Impartiality can be demonstrated through independence or through provisions for transparency and stakeholder engagement.

Rigour: A rigorous assurance programme is more likely to provide accurate results. The level of rigour refers to the intensity of the assurance process e.g. how many clients are sampled, how often, and how thoroughly, intensity of surveillance, and the breadth of stakeholder engagement in the assurance process.

Transparency: Assurance that is transparent is under the scrutiny of stakeholders so has less risk of corruption or conflict of interest. Transparency also builds confidence in assurance as the public is more trusting of institutions that are open.



OFFICE OF ECONOMIC
OPPORTUNITY

ACTION PLAN 2019

389 Congress Street,
Portland, ME, 04101,
United States
207-874-8432



ACTION PLAN

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“We understand that today, more than ever, we need each other.”

Dear Portlanders,

Home is a place where we should all feel safe and secure. Whether we are from a neighboring state or a community halfway around the world – whether we came here for work or were born here of generations and ancestors from long ago, Portland is our home.

Diversity drives prosperity and Portland’s economic growth and well-being depend upon it. We must ensure that our Portland speaks to many of us; a place where we all belong. Today, more than ever, our common sense of purpose must align: we must put our best collective effort forward as a community to show that we are a strong, culturally, ethnically and racially vibrant city.

We know that being “welcoming” is a characteristic and value that defines our city and all who call Portland home. However, we also know that in order to become a truly inclusive city, we need to do much more. Fostering a strong sense of belonging in all aspects of a city life begins with a solid foundation; a strong partnership between the public, private, nonprofit and philanthropic sectors. We understand that today, more than ever, we need each other. Maximizing all of our local human potential is paramount for the future of our city, region and entire state. The success of our racial and linguistic minorities is key to continuing economic growth and to attracting new neighbors.

We strive to instill a common sense of purpose so that every Portlander, including racial, linguistic or ethnically diverse individuals, feels a strong sense of belonging to the socio-economic fabric of our city. We commit to use our collective resources to reach the expected outcomes of this plan. We are grateful to those who came before us, and we are eager to welcome all who are committed to ensuring a safe and happy home for generations to come.

This is our city-wide blueprint to help us get there. Are you in?

Mayor Ethan Stimmiling
Mayor
City of Portland

Quincy Hentzel
CEO
Portland Regional Chamber

PROCLAMATION RECOGNIZING PORTLAND, MAINE AS A WELCOMING CITY

WHEREAS: Fostering a welcoming environment for all individuals, regardless of race, ethnicity or place of origin, enhances Portland's socio economic fabric, economic growth, global competitiveness and overall prosperity for current and future generations; and

WHEREAS: Portland is a hospitable and welcoming place where people, families and institutions thrive and the contributions of all are celebrated and valued; and

WHEREAS: Portland is committed to continue building a welcoming and neighborly atmosphere in our community, where all are welcome, accepted and integrated; and

WHEREAS: Community efforts that promote understanding and collaboration between our receiving communities/native-born and our most recent arrivals/foreign-born community members are crucial in encouraging and preserving Portland's welcoming environment; and

WHEREAS: Portland encourages the business leadership, civic groups, other government agencies and community institutions to undertake their own initiatives, beyond this resolution, to make Portland a vibrant global city.

NOW, THEREFORE, BE IT RESOLVED, THAT I Ethan K. Strimling, Mayor of the City of Portland and members of the City Council recognize Portland, Maine as a Welcoming City.

Signed and sealed this 15th day of September, 2017

**Ethan K. Strimling, Mayor
City of Portland, Maine**



Drivers of the Work



Office of Economic Opportunity

The City of Portland’s Office of Economic Opportunity (OEO) will be the main driver to achieve the expected results found in this plan.

In 2016, over the course of eight months, the Economic Development Committee (EDC) sought to determine whether the City should establish an office focused on integrating immigrants into our local economy. The City Manager’s Office had been considering this endeavor since September, 2015, and subsequently, the City Council and Mayor Strimling identified the office as one of the priority goals for 2016.

Overall, the EDC held six public hearings, heard from service providers, community groups and individuals, looked at comparable northeastern cities, researched best practices from around the country, and held a public conference on the topic.

As a result of public input, organizational presentations, national best practice research and over 25 meetings with organizations and community members, several key points of consensus emerged:

- 1. Immigration is an important part of this city’s economic growth strategy and improving immigrant integration is critical to ensuring Portland’s workforce and vitality.

- 2. Designating an office specifically for New Mainers is largely viewed as exclusive, given the need to also improve economic opportunity for youth, people of color, and other disadvantaged populations.
- 3. Many needed services are being provided, though there are still concrete gaps to fill.
- 4. Transportation and child care for English classes and other job training support are needed.
- 5. There is a need for proactive, consistent and systematic outreach to employers in order to identify jobs that are difficult to fill. There is also a need for subsequent partnering with Portland Adult Education, Southern Maine Community College, and the University of Southern Maine to provide those skills and link job seekers to these employers.
- 6. It is necessary to provide mentoring and intern/apprentice opportunities on a broad scale.
- 7. It is necessary to improve/expand communication, collaboration and capacity across the system by convening service providers.
- 8. Further clarity on where to go for services is needed.

The role of OEO within the City of Portland

There has been consensus among those involved in the public hearings and subsequent implementation of OEO to delineate the proper role of OEO within the City at large:

- Convene community resources to improve coordination, communication, and collaboration and avoid or decrease duplication of services.
- Create a common data collection tool to better track outcomes across organizations and individual job seekers, and evaluate the work of the new office.
- Link employers more systematically with job seekers, and job seekers with necessary training (building upon the successes and partnerships in the HIRE program, for example).
- Collaborate with partners to provide ongoing intern/apprentice opportunities.
- Focus on the unique needs of immigrants by ensuring availability of and accessibility to a wide range of English language classes.
- Target the needs of youth and people of color.

Immigration is an important part of this city’s economic growth strategy and improving immigrant integration is critical to ensuring Portland’s workforce and vitality.

The resolution from Portland’s City Council endorsing the mission and goals of the Office of Economic Opportunity is included as an attachment at the end of this report.

Portland Regional Chamber

The Office of Economic Opportunity and the Portland Regional Chamber were selected by New American Economy and Welcoming America as one of the 2017-2018 Gateways for Growth communities.

The Gateways for Growth Challenge (G4G) is a competitive opportunity for communities to receive support from New American Economy (NAE) and Welcoming America to develop multi-sector plans for welcoming and integrating immigrants into their region. In September 2017, the Portland region, under the leadership of OEO and the Portland Regional Chamber, was selected as one of eight nationally recognized communities to receive all three tiers of support.

The G4G resources include:

- 1. Customized quantitative research reports from NAE on the demographic and economic contributions of immigrants to their communities.
- 2. On-the-ground technical assistance from NAE and Welcoming America to help draft, execute, and communicate a multi-sector immigrant integration strategy.
- 3. A planning grant from NAE with a local match. As a result of this recognition, a report on the Economic Contributions of Immigrants in the region, Portland and its surrounding cities, was published in September, 2017. Most importantly, the opportunity laid out a year-long effort to publish a Plan for Inclusion for the city at large.

The Chamber has been instrumental by providing a conduit for New Mainers to integrate into the business community and find meaningful employment opportunities that meet their skill sets.

This Plan is key for the overall prosperity of our region and to ensure that our individual efforts are coordinated under a common umbrella.

OEO and the Chamber have partnered to launch a series of initiatives to support this effort. Among the many initiatives we will be launching over the life of this Plan, we have begun by launching a program to help New Mainers build their social networks. Through the Portland Professional Connections program, which introduces skilled immigrants and newcomers to the Portland area to well-known “connectors” for a cup of coffee and career networking referrals, we strive to: build the social capital of foreign trained professionals and connect Portland based professionals with this untapped talent to improve long term job related outcomes for all.

The Portland Regional Chamber is strongly invested in the strategies and actions outlined in this Plan and it is committed to achieve its expected results.

The Process

Initial Phase

A crucial first step in this new project was to “scan the landscape”. This meant looking at the service and resource field as a whole to identify where the opportunities, needs, and gaps were and, most importantly, where OEO was best positioned to strengthen the system at large. In order to understand this context, OEO asked the following questions:

- What are known best practices?
- What are similar cities doing, or what have they tried?
- Which organizations are pushing the edge?
- What’s failed in the past, and why?
- What are general opportunities in the field moving forward?
- Is anyone working in these spaces to achieve similar goals to OEO?

OEO’s Director spent the first two months in office executing this very important step which resulted in a greater understanding of the region’s landscape in four large sectors: workforce development, business creation/ entrepreneurship, civic engagement and English acquisition for adults.

In December 2017, OEO issued a formal invitation and application to form an Advisory Team, that would support OEO and the Chamber in the creation of this Plan.

Formation of OEO Advisory Team

Purpose: To provide recommendations in order to help guide the direction and priorities of the Office of Economic Opportunity.

The mission of the Office of Economic Opportunity is to convene and leverage public and private partners to assure optimal communication and collaboration so that

immigrants, people of color and other underserved populations have access to jobs, employment support services as well as various other economic opportunities.

Scope: The scope of OEO’s Advisory Team included but was not limited to:

- Issuing recommendations that would inform OEO’s strategic priorities by September 2018.
- Providing support to the community outreach process.
- Assisting with the design and implementation of a public engagement process.
- Assisting with the development and distribution of project communications to reach multiple audiences.
- Supporting OEO in its mission to coordinate and leverage services that aim to achieve overarching goals.
- Reviewing quantitative and qualitative data in order to make informed recommendations affecting OEO and its focus population (immigrants and refugees, people of color and other underserved populations)
- Providing multiple pathways for the broader general public to provide feedback.
- Reviewing and make recommendations about policies, procedures, services and activities of Departments and agencies of the City of Portland which impact OEO’s focus population.
- Staying informed and up-to-date on local and regional efforts which impact OEO’s focus population.
- Improving visibility of citywide programs and initiatives focused on achieving outcomes related to OEO’s mission.
- Assisting with carrying out project activities unique to OEO.
- Fostering a collaborative/ripple-effect community impact process.



The Advisory Team selected committed to:

1. Establishing measurable outcomes to assess progress and achieve results.
2. Adopting a supplement vs. supplant culture to maximize collective resources and results
3. Leveraging existing assets available in the city to achieve citywide results.
4. Aligning, coordinate and track efforts to achieve citywide results.
5. Applying informed decision-making to every strategic decision.
6. Embracing a continuous quality improvement culture by tracking progress and proposing corresponding strategies.

In January, 2018 the team was formed. The group of 11 individuals was very diverse, which included key cross-sector, cross-racial, cross-generational, cross-cultural, cross-linguistic representatives. **Its initial members were:**

- Mufalo Chitam, Executive Director of Maine Immigrant Rights Coalition
- Julia Brown, Esq., Advocacy & Outreach Attorney
- Julie Chase, SMCC, Interim Dean, Bus & Comm Partner

- Sally Sutton , New Mainers Resource Center, Program Coordinator
- Mohamed M. Abdirahman
- Donna Gaspar-Jarvis, Career Services, University of New England
- Chanel Lewis, Employer Relationship Manager, University of Southern Maine
- Ahmed Al Manshidawi, RCA/RMA Eligibility Specialist, Refugee and Immigration Services, Catholic Charities of Maine
- Georges Budaku, Avesta Housing, Ladder to the Moon Network
- Guilherme Bila, Angolan native
- Victoria Rodriguez, Maine Equal Justice Partners
- Ophelia Hu Kinney, President, Chinese American Friends Association of Maine.

In late 2018, two members withdrew their membership and two new members joined:

- Beth Stickney, Maine Business Immigration Coalition
- Nelida Berke, Director, Office of Minority Health Program, City of Portland

**The group began meeting in February, 2017.
Its work was divided into three distinct phases:**

**PHASE
ONE**

- A. Drawing conclusions from prior work including but not limited to:**
- Coastal Enterprises Inc: Building Maine’s Economy, How Maine Can Embrace Immigrants and Strengthen the Workforce
 - Maine Development Foundation: Maine’s Labor Shortage. New Mainers and Diversity
 - World Affairs Council: Celebrating Immigration: A Community Dialogue on Economic Opportunity and Integration
 - Moving into the Fastlane: Understanding Upward Mobility in the Context of Resettlement
 - Economic Contributions of Immigrants in Portland’s Metro Area and Surrounding Cities

B. Understanding the local landscape: Utilized a participatory feedback process: My Cities of Migration Diagnostic Tool and Portland of Opportunity Videogame/Digital Environment.

- C. Learning from Best National Practices:** The team assessed a wide range of similar plans to decide upon the format, components and content for Portland’s plan. The team reviewed the plans from:
- Anchorage, AK
 - Aurora, CO
 - Dayton, OH
 - Louisville, KY,
 - New York, NY
 - Chicago, IL;
 - San Jose, CA.

The great work undertaken by these trail blazers helped us to optimize our plan.

**PHASE
TWO**

Application of learning from Phase 1 onto a workable framework for Portland.

The team met from June to December 2018 to prioritize and finalize the Plan.

**PHASE
THREE**

We reached out to the public at large and immigrant stakeholders by incorporating outreach into the Maine Immigrant Rights Coalition November meeting. We also presented at the quarterly Refugee Advisory Council Meeting. Lastly, OEO created a survey that was widely distributed to solicit feedback on the plan and its priorities.

About the Work

Prior Work
We are deeply mindful of the important work that has been done before us. It has served as our foundation. In fact, these reports and studies have improved our understanding and offered strategies that directly address the most persistent challenges facing Portland’s racially and ethnically diverse populations.

The reports listed below were particularly instrumental in informing our plan forward in order to achieve our collective sense of purpose:

Coastal Enterprises Inc: Building Maine’s Economy, How Maine Can Embrace Immigrants and Strengthen the Workforce

Maine Development Foundation: Maine’s Labor Shortage. New Mainers and Diversity

World Affairs Council: Celebrating Immigration. A Community Dialogue on Economic Opportunity and Integration.

Moving into the Fastlane: Understanding Upward Mobility in the Context of Resettlement

Economic Contributions of Immigrants in Portland’s Metro Area and Surrounding Cities



**Existing Collective Work/Partners in Achieving a
Collective Sense of Purpose**

In addition, we recognize that in order to create a true meaningfully inclusive community, we must ensure we are working intentionally and symbiotically with all community partners and collaboratives. We must recognize that many of the barriers recent immigrants face have been faced by others who came before them because while the influx of immigrant talent has brought great opportunities for the region, significant amounts of work remains to be accomplished. Many of these disparities are not new. Racial minorities have been diligently striving to achieve meaningful inclusive communities for centuries. We must come together in those areas of common ground to move the needle in our communities of color.

This suggests that not only do we have to improve our collective approaches and expected results but we also need to expand our cross-sector partnerships. We have intentionally included their language, objectives, results, indicators and other metrics to ensure we are all rowing together to achieve important overarching goals such as financial stability for all community members, which includes, in great numbers, immigrants and refugees and people of color.



The Office of Economic Opportunity is part of several key collaboratives around Maine. We have intentionally cross pollinated language from our partners to ensure proper coordination among multiple overarching initiatives. As of December 2018, OEO was part of many collective approaches to our common work, including but not limited to:

Name of Initiative, Coalition or Collaborative	Role
MaineSpark	Executive Team and New Opportunities Track Coalition Member
Greater Portland Workforce Initiative	General Member and Lead of Connect Group
Thrive 2027	Goal 2 Member
State Refugee Advisory Council	Member and former lead
Diversity Hiring Coalition	Member since 2012
New Mainers' Resource Center Advisory Board	Member since 2013
Inclusive Transportation Planning	Steering Committee Member
Gateway to Opportunity Implementation Team	Member since May 2017



Our Plan within Portland’s Comprehensive Vision 2030

The City of Portland’s Department of Planning and Urban Development released the City of Portland’s Comprehensive Plan in Spring 2017. The City’s Plan (illustrates many different voices in Portland and synthesizes city-wide visions for the future of the city we love) illustrates the many voices that participate into concise and comprehensive visions for the future of the city we love. The plan serves as a policy vision for Portland and includes city-wide efforts in racial equity and inclusion.

In our Strategic Action Plan for Inclusion, we reiterate and uphold the values of the Comprehensive Plan 2030, particularly the following ones:

EQUITABLE

- We remain an open and inclusive city, celebrating diversity and providing a welcoming and safe place for residents and visitors alike.
- We will be a state and national leader in achieving a more equitable city.
- We will incorporate the needs of all of our residents in planning for our future.

DYNAMIC

- We will welcome new residents into our community because they enrich and sustain our city.

- We will encourage an active and informed citizenry and facilitate civil discourse and Portland will plan for a built environment that encourages an active citizenry.

Keeping these City of Portland values in mind, our Strategic Action Plan for Inclusion was designed to:

- Start with a clear set of values that span all aspects of community
- Use accessible language throughout the plan
- State clear, concise goals
- Factor in attracting new people to the community
- Begin with measurable outcomes wherever possible and align goals to achieve impact
- Include a timeline for key action steps, along with names and roles of responsible parties and short- and long-term goal
- Acknowledge plan creators and the process used to create the plan
- Factor in economic development while also recognizing other key components in a thriving community
- Have a summary table outlining key components
- Include useful data about community

Our Vision

Our vision is that Portland is the *most inclusive City in New England through fostering a strong sense of belonging in all aspects of city life.

We are striving to create a city where action is more important than discourse: a place where we do not just speak of tolerance but we are active players to reach a meaningful sense of belonging for all residents; where inclusion is more than “fitting in.” On this scale, equity is best achieved by fostering a strong sense of belonging.

A strong sense of belonging:

- 1. Acknowledges the role all members of the community play in making our community truly inclusive. Inclusion is not about certain individuals integrating into a wider pool, but the way we come together to create our whole community.
- 2. Is consistently what diverse members of our community have identified as improving inclusion because: it encourages the right ration between addressing the unique needs of racial minorities, including immigrants and refugees, and model and spark initiatives that foster a greater connection with the wider community.

Like the rest of Maine, Portland faces a demographic urgency: lack of population growth, an aging workforce and a tight labor market with skilled labor shortages. We face a socio-economic imperative: to attract and retain even more talent, including racially, ethnically and culturally diverse talent, to Portland.

We are a city where more than sixty languages are spoken in our schools; a major resettlement site where 75% of the total population growth from 2011-2016 can be attributed to the immigrant population. According to multiple local

* Per MyCom results attributed to key comparable cities across New England.

reports and studies, net migration is the most tangible solution to Maine’s urgent workforce challenge. It is a top priority for the City of Portland to ensure that every Portlander thrives and we lead and live in a City that reflects that.

The urgent reasons delineated above urged an action driven agenda with tangible language, clear measures of success, accountable parties, expected results and concrete timelines.

The plan covers a three year spectrum. It identifies checkpoints throughout the course of the three years to assess progress. It encourages the City of Portland’s Office of Economic Opportunity to instill a continuous quality improvement approach to the full realization of the plan. If expected results are not met, OEO is encouraged to adapt and shift directions if necessary.

Above all, the plan aims to achieve a high level of impact. That is why we have focused our work for the next three years in those areas that meet two criteria: highest need and unique to Portland’s racially diverse and/or ethnically diverse communities.

There are many other barriers to economic mobility that affect many of Portland’s most vulnerable populations. These overarching barriers, such as transportation or housing needs, are being addressed by the Office of Economic Opportunity in concert with many different partners and collaboratives across our city and region (such as Thrive 2027, Portland Area Comprehensive Transportation System (PACTS)’s Transportation & Community Well-Being Network and Inclusive Transportation Planning Steering Committee.)

Plan’s Structure

In order to assess impact and track progress, we have divided the work into four main Outcome Areas, which stem from the results found in the **My City of Migration Diagnostic Tool**. MyCOM is a modular tool designed to help you assess the quality of inclusion in your city: at work, at school, on election day, in health and as a new arrival.

In order to take into account many of the elements stated before, such as scope, potential for impact and the proper role of OEO, the Advisory Team and OEO decided to focus its efforts in four main dimensions identified as Outcome Areas in this plan.

The format of all Outcome Areas is as follows:

Outcome Area
Main pillar with a detailed definition

Strategies
Overarching goals under each outcome area that are to remain intact over time (the what).

Long term expected outcome
What is the result we hope to acheive in 3 years

Short term expected outcome
What is the result we hope to acheive in 1-2 years (depending on the Strategy and its Actions)

Actions
Concrete steps to achieve the strategies above (the how)

Indicators of Success
Performance metrics for OEO and other leads to track progress of each action. OEO advocates that these indicators of success remain internal to the City of Portland as they are programmatic measures.

The following Outcome Areas are represented by these colors:



1. Economic Inclusion and Development



2. Civic Inclusion



3. Cultural and Social Inclusion



4. Welcome-ability





OUTCOME AREAS

1. Economic Inclusion and Development

Economic inclusion involves equitable opportunity for activities such as employment, entrepreneurship, and consumerism. Economic development is reliant on harnessing the full potential of all residents and creating an inclusive economy. Immigrants and other underrepresented communities have the skills and assets to thrive, and economic development systems are prepared to leverage new and existing talent. In order to cultivate this talent further, lifelong learning opportunities, language, and other related barriers are addressed to help these communities reach financial stability.

STRATEGY I

Enhance access to career pathways and successful professional outcomes so that all Portlanders, particularly people of color, including immigrants and refugees, have greater opportunities for upward economic mobility.

Short term expected result: By February 2020, 50% or more of surveyed participants from referral agencies express improvement in accessing meaningful career opportunities, and My Cities of Migration (My COM) expects Portland's Economic Inclusion Median results improve by 5%.

Long-term expected result: By February 2022, the average of all racial minorities' Liquid Assets Poverty Rate in Cumberland County is below 59%.

Action: Develop professional to professional initiatives, such as a Portland Professional Connections (implemented in February 2019), to support the career advancement of foreign trained individuals.

Indicators of Success:

By June 2019:

- 25% or more of the connectees report enrolling in the program have advanced their local career opportunities.
- 25% or more connectees report a stronger sense of belonging after enrolling in the program.
- 25% or more connectors report they have contributed to the increase of career advancement of qualified racially diverse individuals and/or immigrants in their workplaces.

After year 2 of implementation:

- 20% or more of connectees secure a job in their desired field as a result of their enrollment in the program
- 30% or more of the connectees report enrolling in the program has advanced their local career opportunities.
- 80% or more connectees report a stronger sense of belonging after enrolling in the program.
- 50% or more connectors report they have contributed to the increase of career advancement of qualified racially diverse individuals and/or immigrants in their workplaces.

Entity Tracking the Work: City of Portland's Office of Economic Opportunity and Portland Regional Chamber of Commerce.

Action: Support the evaluation of foreign credentials and associated costs related to licensing and certification of foreign-trained individuals for those ineligible for existing supports in this area.

Indicator of Success: By December 2019, infrastructure with sustainable funding exists in order to support the evaluation of foreign credentials and associated professional experience abroad.



Entity Tracking the Work: City of Portland's Office of Economic Opportunity and New Mainers Resource Center.

Action: Advocate with the Office of Professional and Occupational Regulation and the individual State boards of professional licensing, among others, to mitigate the challenges to licensing for those with foreign credentials and work experience outside of the United States.

Indicator of Success: By June 2020, two or more boards (or similar institutions) have reviewed the licensing process as it pertains to foreign trained professionals; have addressed at least one documented barrier for foreign trained individuals; and, have followed with at least one more recommendation found in the November, 2018 New Mainers' Resource Center Report.

Entity Tracking the Work: City of Portland's Office of Economic Opportunity and New Mainers' Resource Center.

Action: Establish an Employer Advisory Group, with cross-sector representation, to assess collective needs and efforts in order to increase the hiring and advancement of racially diverse and/or foreign-trained candidates.

Indicator of success: By June 2019, creation of Employer Advisor group with internal measures of success that demonstrate an increase in hiring or advancement of this population.

Entity Tracking the Work: City of Portland's Office of Economic Opportunity and Portland Regional Chamber of Commerce.

Action: Develop ready to use tool-kits and best practices for employers to support their attraction and retention of a diverse workforce.

Indicator of Success: By December 2019, two or more tool kits are developed. After 6 months of outreach and distribution, 10 or more employers report tool-kit has supported their hiring and retention of diverse talent.

Entity Tracking the Work: City of Portland's Office of Economic Opportunity and Portland Regional Chamber of Commerce.

Action: Support employer needs in various ways, such as hosting an annual employer only forum on How to Attract and Retain Diverse Talent to learn of gaps, best practices, and collective work.

Indicator of Success: By December 2019, 15 or more employers participate in the forum. Via a pre and post evaluation, 75% or more participants report that as a result of the forum, they are better equipped to hire from this talent pool.

Entity Tracking the Work: City of Portland's Office of Economic Opportunity, Portland Regional Chamber of





Commerce and Catholic Charities Office of Maine
Refugee Services.

Action: Promote systematic, cross-sector job shadow and apprenticeship opportunities, including Job Shadow Day, to support the labor needs of employers and the attraction and retention of a local motivated workforce, which includes those seeking employment, high school age youth and recent college graduates.

Indicator of Success: By June 2020, eight or more employers sites are secured after program design and expectations are delineated.

Entity Tracking the Work: City of Portland’s Office of Economic Opportunity, Greater Portland Workforce Initiative and Portland Regional Chamber of Commerce.

Action: Support the continuation, expansion or creation of customized programming, tailored to the needs of high schools students and others, in order to ensure individuals are trained for, supported in and connected to employment with strong career pathways within Portland’s thriving sectors.

Indicator of success: Completion of at least two career-laddering seminars for each cohort at the end of year 1. Evaluate its effectiveness and relevance upon completion.

Entity Tracking the Work: City of Portland’s Office of Economic Opportunity & Greater Portland Workforce Initiative.

Action: Improve the connection to and leverage of resources across organizations serving targeted job seekers and employers by estab-

lishing learning communities and shared systems of communication between workforce development representatives and staff.

Indicator of Success: By June 2020, a cloud based repository is created to track some common results across workforce development organizations. As a result of the creation of the repository, workforce development organizations report, at a minimum, an improvement in their coordination via a pre and post evaluation.

STRATEGY II

Improve the rate at which adult ESOL students/learners reach* English proficiency in the City of Portland.

Entity Tracking the Work: City of Portland’s Office of Economic Opportunity & Greater Portland Workforce Initiative.

Short term expected result: By December 2019, mechanism exists to track and analyze collective English results across ESL service providers.

Long term expected result: By June 2020, the average CASAS level score (or other common assessment standard) for tracked ESOL students in the ESOL collaborative improves by five or more points.

Action: Continue to enhance collaboration between adult English Speakers of Other Languages (ESOL) service providers in the City of Portland through the ESOL collaborative to mitigate gaps and duplication of service and maximize collective results.

*(as defined by a common assessment standard/metric)



Indicator of success: By June 2020, ESOL Collaborative achieves internal measurable outcomes to include, but not limited to: an improved referral, collective data collection, and informational system.

Entity Tracking the Work: City of Portland’s Office of Economic Opportunity.

Action: Expand or establish project based on the job opportunities for high English proficiency learners to improve upon their sector based technical language.

Indicator of success: By December 2020, four sites are identified and embedded measurable outcomes are tracked.

Entity Tracking the Work: City of Portland’s Office of Economic Opportunity.

Action: Advocate to establish one or more employer based English language program for limited English proficient employees.

Indicators of success: By June 2020, one or more job-centered English language programs are created with embedded measurable outcomes.

Entity Tracking the Work: City of Portland’s Office of Economic Opportunity.



STRATEGY III

Improve the participation of entrepreneurs of color, including immigrants and refugees, in business development offerings, resources and networks.

Short term expected result: Increase % of racially diverse entrepreneurs in business development offerings, resources, and networks.

Long term expected result: Increase % of businesses started by people of color AND COM result for Economic Inclusion increases by 5%.

Action: Continue Immigrant Entrepreneurs – Starting a Business in Maine for Immigrant Entrepreneurs in partnership with the City of Portland’s Economic Development Department and New Ventures Maine.

Indicator of Success: Continuous participation of ten or more entrepreneurs, and 85% of class participants report that the class was instrumental in their pursuit to become a business owner in Portland.

Entities Tracking the Work: City of Portland’s Office of Economic Opportunity/Economic Development Department.

Action: Advocate to ensure that Portland’s entrepreneurship options serve all residents including entrepreneurs of racial, linguistic, and religious minorities, and address their unique needs.

Indicator of Success: By June 2020, two or more existing resources have adapted their practices to meet the unique needs of racial, linguistic, or religious minority groups.

Entity Tracking the Work: City of Portland’s Office of Economic Opportunity.

OUTCOME AREAS

2. Civic Inclusion



Civic inclusion draws on a resident’s ability to feel belonging and a sense of community. Civic engagement opportunities ensure that residents, including newcomers, fully participate in civic life by increasing access to leadership and democratic spaces. These opportunities, such as volunteering and participation in civic engagement, must be present for all, including new and underrepresented communities.

STRATEGY I

Improve the civic engagement of people of color, including immigrants and refugees.

Short term expected result: 30% or more of those participants surveyed in OEO led initiatives, report higher civic engagement as a result of the interventions below.

Long term expected result: One year after implementation of OEO programs, COM Civic Engagement results improve by 5%.

Action: Support the inclusion of more racially & ethnically diverse individuals in leadership positions (boards, commissions) by adapting & implementing a leadership program such as a Natural Helpers’ Program and/or Nashville’s My City Academy.

Indicator of Success: Leadership program is launched by February 2020 with embedded measurable outcomes.

Entity Tracking the Work: City of Portland’s Office of Economic Opportunity

Action: Host Naturalization ceremonies at City Hall to celebrate our sense of community and foster an inclusive environment where we all have a strong sense of belonging.

Indicator of Success: Beginning January 2019, three or more annual Naturalization ceremonies are hosted by the City of Portland.

Entity Tracking the Work: City of Portland’s Office of Economic Opportunity

Action: Promote Naturalization efforts across the city of Portland.

Indicators of Success: By June 2020, a quarterly Naturalization Workshop is implemented with embedded measurable outcomes.

Entity Tracking the Work: City of Portland’s Office of Economic Opportunity

Action: Develop or expand a series of educational workshops and training sessions for immigrants and other populations focused on business permits, tenant rights or other local learning opportunities.

Indicator of Success: By December 2020, two or more educational workshops are implemented. 75% or more of participants indicate they are more informed about specific topics as a result of the workshop.

Entity Tracking the Work: City of Portland’s Office of Economic Opportunity.





Action: Support implementation of Language Access City Policy to ensure all Portlanders, including Portland’s Limited English Proficient population, have access to City services and City Council sessions.

Indicator of Success: Interpreter and translation services are readily accessible to Portland’s LEP population, providing access to Portland programs, services and benefits.

Entity Tracking the Work: City of Portland’s Workforce Diversity and Inclusion Specialist.

Action: Improve the collection and completion rate of race, ethnicity, and language (REL) data within City Services.

Indicator of Success: Improvement by City Departments in the collection and analysis of REL data (baseline must be established in order to set an expected outcome).

Entity Tracking the Work: City of Portland’s Workforce Diversity and Inclusion Specialist.

Action: Continue to promote diversity and inclusion best practices for all City of Portland staff, including but not limited to diversity and inclusion trainings that encompass bias and prejudice.

Indicator of Success: Participation of City of Portland staff.

Entity Tracking the Work: City of Portland’s Workforce Diversity and Inclusion Specialist.

OUTCOME AREAS

3. Cultural and Social Inclusion



Cultural inclusion is defined by an ability to foster intercultural dialogue by building connections between newcomers and longer-term residents to strengthen relationships and communicate shared values. Accountability for anti-discrimination and support for differences in religious practice or cultural orientation is a central focus. Cultural inclusion spans over many spheres, including health inclusion. The demand for respect of cultural and religious differences deems it necessary to adapt practices to a diversity of cross-sector cultural expressions.

Social inclusion allows for the participation and empowerment of all city residents to engage in community life and actively promotes a sense of belonging and shared identity. This sense of belonging is accomplished in a variety of ways, including but not limited to: demanding access to high quality green space, transportation and housing for all Portlanders, and fostering trust between residents, including newcomers, and local safety agencies.

STRATEGY I

Improve Upon the Intercultural Awareness between Newcomers and Receiving Communities and foster social connection

Short term expected result: By December 2019, aggregated results from all supported programs and initiatives indicate a greater sense of belonging and learning for all participants by 30% or more.

Long term expected result: By December 2020, Portland’s my COM Social Inclusion and Cultural Inclusion results increase by 3% or more.

Action: Continue implementation of U.S. cultural orientation for recent General Assistance (GA) recipients from abroad/foreign-born and continue to expand reach beyond GA.

Indicator of Success: 75% of participants express a greater understanding of U.S. culture and aspects of city life.

Entity Tracking the Work: City of Portland’s Office of Economic Opportunity, City of Portland’s Social Services’ Division and Catholic Charities Maine Refugee and Immigration Services.

Action: Highlight reports and best practices to improve/reach racial equity city-wide in multiple ways, including an online central repository (PortLand of Opportunity platform) and a monthly newsletter.

- Indicators of Success:**
- Number of those accessing the materials available online, rated via social media and number of subsequent shares.
 - Number of opens, clicks and subscribers on mailchimp stays consistent or increases monthly.

Entity Tracking the Work: City of Portland’s Office of Economic Opportunity.



Action: Continue to expose all Portlanders to our global neighbors and their traditions through a variety of ways, including the public television show *Global Connections*.

Indicator of Success: By June 2019, track Number of social media likes and comments and assess continuation.

Entity Tracking the Work: City of Portland’s Office of Economic Opportunity.

Action: Ensure that Culture Grams are made available to City of Portland staff and published on the PortLand of Opportunity website and social media.

Indicator of Success: By December 2019, assess impact by issuing a pre and post evaluation of those who access the culture grams.

Entity Tracking the Work: City of Portland’s Office of Economic Opportunity.

OUTCOME AREAS

4. Welcome-ability



Municipal welcome-ability is defining characteristics that display a city’s openness, preparedness, and support to integrate newcomers. This feature encourages the inclusion of underrepresented groups in leadership and civic life. Public service providers and city branding reflect values of diversity.

STRATEGY I

Honor, celebrate and welcome newcomers to Portland and all who call Portland home.

Short term expected result: Aggregated results from all supported programs and initiatives indicate a greater sense of belonging by 20%.

Long term expected result: Portland’s My COM Welcome-ability results improve by 5%.

Action: Celebrate Welcoming Week with a series of events.

Indicator of Success: Welcoming Week is celebrated every year and participation increases by 10% or more.

Entity Tracking the Work: City of Portland’s Office of Economic Opportunity.

Action: Ensure that newcomers to Portland are aware of the resources available to them by continuing to utilize the PortLand of Opportunity video game, or other means as necessary.

Indicator of Success: number of participants who report resource has increased their awareness of local resources.

Entity Tracking the Work: City of Portland’s Office of Economic Opportunity

Action: Create and test journey maps to help newcomers navigate the magnitude of resources available to them in Portland.

Indicator of Success: number of participants who report resource has increased their awareness of local resources.

Entity Tracking the Work: City of Portland’s Office of Economic Opportunity.

STRATEGY II

Actively promote Portland as a culturally and racially diverse, welcoming and vibrant city.

Short term expected result: Social media and other qualitative participatory feedback validates Portland’s welcome-ability.

Long term expected result: Portland’s my COM Welcome-ability results improve by 5%.

Action: Support city-wide celebrations, such as Restaurant Week and First Friday Art Walk, and ensure that they honor and include the uniqueness of Portland’s cultural, linguistic, and/or religious minorities.

Indicator of Success: Number of executed celebrations by September 2020 and acquired learning as a result of the celebration.

Entity Tracking the Work: City of Portland’s Office of Economic Opportunity and Creative Portland.



Action: Capture a variety of testimonials with the message “I belong in Portland because” and “Portland speaks to me because...” from communities of color and share their stories of success on the website, social media, and other similar platforms.

Indicator of Success: Number of interviews/stories captured on website; number of media and social media partners communicating message; and, number of comments/likes in social media sites.

Entity Tracking the Work: City of Portland’s Office of Economic Opportunity

Action: Identify partners with the goal/mission to promote Portland nationally and globally, and look for opportunities for new collaborative programs and outreach efforts.

Indicator of Success: Identify at least one new innovative initiative or outreach effort that involves two or more public or private partners, who commit to sharing time and resources in the joint effort to promote Portland domestically and internationally.

Entity Tracking the Work: City of Portland’s Office of Economic Opportunity.





CERTIFIED WELCOMING CERTIFICATION CONTRACT

between
Welcoming America
And
City of Portland

PARTIES

1. Welcoming America (Welcoming America) established and registered in the state of Georgia.
2. The City of Portland (Client), a body politic and corporate located in Portland, Maine.

AGREED TERMS

1. OBLIGATIONS OF THE CLIENT

- 1.1 The Client will perform all actions required to comply with the Welcoming Standard, which can be found at www.certifiedwelcoming.org and as an attachment to this contract.
- 1.2 The Client agrees that Welcoming America will have the right to audit Client for its compliance with Welcoming Standards, and in that process may use subcontractors. Welcoming America shall be solely responsible for all costs associated with such audit.
- 1.3 The Client will not make use of its Certification in such a manner as to bring Welcoming America into disrepute and will not make any statement regarding its Certification, which is misleading or unauthorized.
- 1.4 The Client only refers to its Certification in accordance with the guidelines outlined in Certified Welcoming Standard Operating Procedure, which can be found at www.certifiedwelcoming.org.

2. CERTIFICATION FEES AND PAYMENT

- 2.1 The Client will pay a one-time Certification Fee of One Thousand Dollars (\$1,000.00), which is non-refundable. Non-payment of the fee is grounds for immediate termination of this Contract and withdrawal of the Certificate of the Client.

3. OBLIGATIONS OF WELCOMING AMERICA

- 3.1 The Certified Welcoming program of Welcoming America will provide Clients who are successful in their Certification with a Certificate designating that they have received and maintain Certification.
- 3.2 Without disclosing confidential information, Welcoming America will promote certified communities on a regional, local, and international scale.



4. CONFIDENTIAL AND PUBLIC INFORMATION

4.1 Both Parties agree to maintain each other's Confidential Information confidential. Notwithstanding anything to the contrary in this section, Welcoming America acknowledges and agrees that the Client is subject to Maine's Freedom of Access Act and that the Client will disclose, without liability to Welcoming America or any third party, any information in its possession or custody that it is required to disclose by law.

5. DURATION AND TERMINATION OF CONTRACT

5.1 This contract will be valid from the Effective Date and will continue in force FOR THREE YEARS.

5.2 Welcoming America may terminate this contract with immediate effect if:

5.3 the Client makes incorrect references to the Certification system, uses Certificates or the Welcoming America Certification Mark in a misleading or improper way;

5.3.1 The Client fails to pay Certification Fees;

5.3.2 The Client is decertified;

5.3.3 For a breach of any provision of this contract by the Client where, in case of remedial breach, the Client has failed to remedy the breach within 30 days of receiving notice of the breach from Welcoming America. This includes nonpayment of Certification Fees.

5.4 The Client may terminate this contract at any time upon written notice to Welcoming America, at which time Welcoming America will cease to promote Client as set forth in this contract.

6. SEVERABILITY

6.1 Should any individual provisions of this contract be or become invalid in part or in whole, or should there be an omission in the present contract, the remaining provisions of the present contract will remain valid.

Agreed and Signed on _____.

Isha Lee
Deputy Director
Welcoming America

Client



MEMORANDUM
City Council Agenda Item

FROM:

DATE: February 6, 2020

SUBJECT: **Order 134-19/20 Authorizing the Purchase of Net Energy Billing Credits -
Sponsored by the Sustainability and Transportation Committee, Councilor
Spencer Thibodeau, 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 2/12/2020

Final Action 3/2/2020

Can action be taken at a later date: No If approved, the City will be participating in a large consortium of solar buyers. The members of the consortium need to sign the agreements at approximately the same time. Action at a later date would delay the project for the other members.

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

I. SUMMARY

The order authorizes the City Manager to execute net energy billing credit agreements (NEBCAs) with several renewable energy developers in order to capture the value of renewable energy Net Energy Billing credits available to the City.

II. AGENDA DESCRIPTION

The City of Portland has participated in a solicitation for renewable energy generated by projects eligible to participate in the State of Maine's net energy billing program. The City's energy consultant, Competitive Energy Services (CES), issued an RFP on behalf of a large number of their clients including L.L. Bean, the University of Maine System, Nestle Waters, and other. In total, the consortium requested over 200 megawatts of solar generation. The City would contract for approximately 10% of this capacity.

The order authorizes the City Manager to enter into power purchase agreements with the owners of the most competitive projects proposed to CES. State law limits the size of eligible project to 5 MWs or less, so we will enter agreements for power from multiple projects to meet the requirements of the consortium. The City will acquire a percentage share of each of the projects that fulfill the consortium's requested generation capacity. Each of the contracts will be substantially similar to the draft document in the back up material but will contain the name of the specific provider and the rate that provider proposed.

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

III. BACKGROUND

Last fall the Maine Legislature passed and Governor Mills signed LD 1711, which significantly reformed Maine's Net Energy Billing policies. One important change was the creation of a net energy billing tariff, that allows municipalities and medium sized businesses to develop solar projects and be compensated for the

electricity produced with cash credits on their electric bills. Previously, net energy billing only provided credits in kilowatt hours. Customers whose bills included electricity demand charges were not able to fully benefit because these kwh credits could not be applied to demand charges. The City of Portland falls into this category.

Following adoption of the law, Competitive Energy Services invited the City to participate in a consortium of business and public sector buyers interested in participating in the new net energy billing program. CES issued an RFP and received proposals from 19 developers representing 119 individual projects. As a member of the consortium, the City will be purchasing a percentage of each of the most competitive proposed projects. We will be signing multiple power purchase agreements that will cumulatively meet the 20,000,000 kwh hour commitment to the consortium. This represents about 2/3 of the City's total annual electrical consumption.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The City Council has expressed a goal to operate the City on 100% renewable energy and to eliminate carbon emissions. Approval of the order will help the City make significant progress toward these goals because the NEBCAs allow the City to retain the Renewable Energy Credits (RECs) for the power purchased. (RECS are the environmental attributes associated with the generation of renewable energy.) As part of the Consortium, we expect to purchase approximately 2/3 of the combined City and School Department demand for electricity. If we retain the RECs associated with these power purchases, the electricity we buy will count toward the Council's stated climate goals. If we choose to sell the RECs we lose the right to claim this energy as renewable.

V. FINANCIAL IMPACT

Approving the order will result in significant cost savings. City staff proposes that the Council authorize the City Manager to purchase approximately 20,000,000 kilowatt hours of electricity annually as part of the Consortium organized by Competitive Energy Services. We anticipate the blended cost of the power purchased to be approximately \$0.085 / kwh. The Maine Public Utilities Commission has set the Net Energy Billing Tariff rate at between \$0.127/kwh and \$0.141/kwh, depending on the size of the account. Based on the value of the NEB Credits and the cost of the solar projects we anticipate an annual savings of between \$400,000 -- \$500,000. Savings will accrue as individual projects come on line with full deployment of the projects completed in approximately 2 years.

If the City chooses to monetize the Renewable Energy Credits from this project instead of retiring them we could generate a an annual revenue of approximately \$450,000 per year. (Note: if the RECS are monetized we will NOT be able to count these projects toward our renewable energy goals.)

VI. STAFF ANALYSIS AND BACKGROUND

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

VII. RECOMMENDATION

Participation in this consortium of solar buyers offers the City a unique opportunity to make significant progress toward achieving renewable energy goals. It also offers an opportunity for the City to substantially reduce its cost of electricity. Staff recommends adoption.

VIII. LIST ATTACHMENTS

1. Authorizing Purchase of Net Energy Billing Credits 2.19.2020

2. CES_CoP_Solar NEBCA_20200202
3. Portland Board of Public Education Solar Resolution FINAL
4. Non-Appropriations Addendum to NEB Credits Agreement - DW 2020-01-08
5. CES_Draft Net Metering Credit Agreement_Working Draft_20191223_rev4

Prepared by:

Date: 2/6/2020

KATE SNYDER (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
TAE Y. CHONG (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 AUTHORIZING THE PURCHASE OF NET ENERGY BILLING CREDITS

WHEREAS, pursuant to Title 35-A, Section 3209-B, a commercial and institutional utility customer with a financial interest in one or more renewable energy generation facilities may participate in net energy billing and thereby receive, for electricity delivered on the customer's behalf to the electric grid from the renewable energy generation facilities, utility bill credits based on a tariff rate set by the Maine Public Utilities Commission ("NEB Credits"); and

WHEREAS, the City of Portland, desires to enter into a long-term agreement to purchase NEB Credits generated by one or more qualifying renewable energy generation facilities in order to (1) achieve anticipated electric energy cost savings arising from its participation in net energy billing; (2) provide long-term predictability with respect to its electric energy costs; and (3) obtain environmental benefits arising from the acquisition of a financial interest renewable energy generation facilities and the purchase of renewable energy credits (RECs); and

WHEREAS, the City, recognizing the speculative nature of purchasing NEB Credits on a long-term basis and in light of the variables that can affect electricity costs and the value of NEB Credits (including the risk of electricity rate fluctuations, increases or decreases to the output of renewable energy generation facilities, and changes to the City's electricity usage), desires to purchase NEB Credits in an amount not to exceed 75% of the City's historical annual electricity usage to minimize the risk of over-purchasing NEB Credits in any given year;

NOW, THEREFORE, BE IT ORDERED, as follows:

1. That the City of Portland is hereby authorized to purchase NEB Credits as a participant in a renewable energy consortium brokered by Competitive Energy Services (CES); and
2. That the City Manager or his or her designee is authorized to execute and deliver to CES certain Net Energy Billing Credits Agreements with the owners of one or more renewable energy generation facilities, in the name and on behalf of the City, to purchase NEB Credits and associated RECs generated by the renewable energy generation facilities in a quantity equivalent to not more than

75% of the City's historical annual electricity usage, in substantially the form attached hereto; and

3. That the City Manager is authorized to execute and deliver on behalf of the City such other contracts, documents, and certificates as may, in the City Manager's judgment, be necessary or convenient to effect the transactions authorized by this Order and qualify the City to participate in net energy billing, including without limitation any documents required to establish net energy billing pursuant to Title 35-A M.R.S. section 3209-B and Chapter 313 of the Maine Public Utilities Commission's rules and any amendments to the City's existing electricity supply agreements.



RENEWABLE ENERGY CONSORTIUM UPDATE



FEB 2020

MECHANICS | Net Energy Billing Credit Rate

- LD1711 states that the recipient receives default supply (standard offer) rate for the applicable rate class, plus 75% of the small general service T&D charges – “credit rate”
- Credit rate will vary over time
- Order establishing net energy billing credit rate for 1/1/2020 – 12/31/2020 published on 12/2:

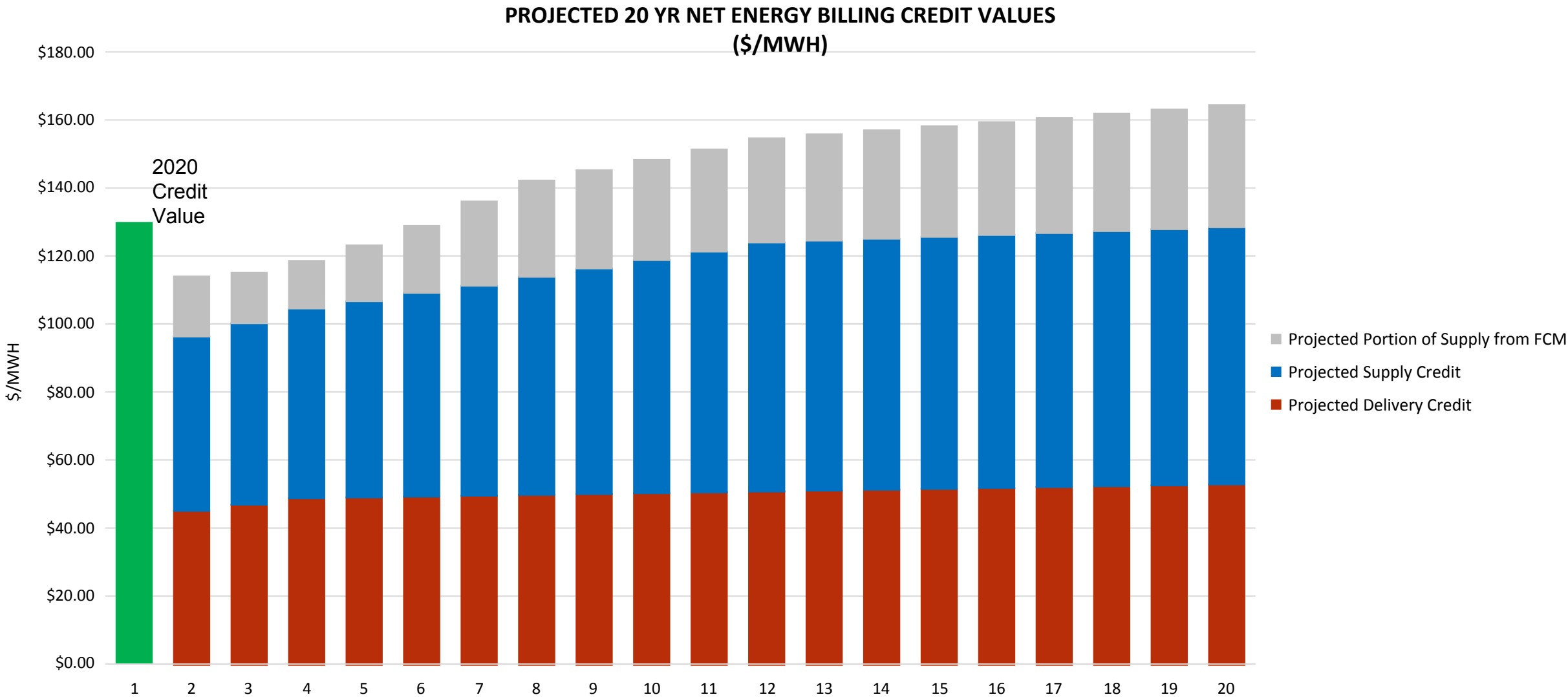
RATE CLASS	CMP	EMERA	ME PUBLIC
SMALL	\$0.1300	\$0.1467	\$0.1216
MEDIUM	\$0.1276	\$0.1493	\$0.1180
LARGE	\$0.1409	\$0.1511	\$0.1393



ACCOUNT MANAGEMENT| FY21 Budget



Electricity	Usage (kWh)	Supply	T&D	Total Cost	Supply Rate	T&D Rate	Total Rate
Jetport East End	2,264,961	\$ 149,759	\$ 81,141	\$ 230,901	\$ 0.0661	\$ 0.0358	\$ 0.1019
Hadlock Field	956,259	\$ 73,469	\$ 81,994	\$ 155,464	\$ 0.0768	\$ 0.0857	\$ 0.1626
Interval Group B	4,210,421	\$ 283,782	\$ 151,987	\$ 435,769	\$ 0.0674	\$ 0.0361	\$ 0.1035
Streetlight A	581,060	\$ 28,356	\$ 178,842	\$ 207,198	\$ 0.0488	\$ 0.3078	\$ 0.3566
Streetlight B	411,363	\$ 21,277	\$ 126,612	\$ 147,889	\$ 0.0517	\$ 0.3078	\$ 0.3595
City MGS/SGS A	8,617,933	\$ 574,785	\$ 402,306	\$ 977,090	\$ 0.0667	\$ 0.0467	\$ 0.1134
City MGS/SGS B	5,756,600	\$ 388,952	\$ 291,580	\$ 680,531	\$ 0.0676	\$ 0.0507	\$ 0.1182
Schools MGS/SGS A	3,643,019	\$ 232,425	\$ 224,746	\$ 457,170	\$ 0.0638	\$ 0.0617	\$ 0.1255
Schools MGS/SGS B	3,642,204	\$ 243,299	\$ 236,780	\$ 480,079	\$ 0.0668	\$ 0.0650	\$ 0.1318
Solar Accts Standard Offer	241,764	\$ 17,658	\$ 16,598	\$ 34,256	\$ 0.0730	\$ 0.0687	\$ 0.1417
Solar Accts PPA	1,251,283	\$ 132,135	\$ -	\$ 132,135	\$ 0.1056	\$ -	\$ 0.1056
Police Station	1,142,584	\$ 79,773	\$ 39,965	\$ 119,738	\$ 0.0698	\$ 0.0350	\$ 0.1048
New Accounts	318,484	\$ 23,193	\$ 32,798	\$ 55,991	\$ 0.0728	\$ 0.1030	\$ 0.1758
TOTAL	31,786,652	\$ 2,248,863	\$ 1,865,348	\$ 4,114,212	\$ 0.0666	\$ 0.0587	\$ 0.1253
Natural Gas	Usage (Dth)	Supply	T&D	Total Cost	Supply Rate	T&D Rate	Total Rate
City A	42,880	\$ 301,930	\$ 166,994	\$ 468,924	\$ 7.04130	\$ 3.8945	\$ 10.9358
City B	38,706	\$ 292,230	\$ 142,108	\$ 434,338	\$ 7.55008	\$ 3.6715	\$ 11.2216
Schools A	38,613	\$ 271,885	\$ 138,948	\$ 410,833	\$ 7.04130	\$ 3.5985	\$ 10.6398
Schools B	48,360	\$ 365,123	\$ 169,124	\$ 534,247	\$ 7.55008	\$ 3.4972	\$ 11.0472
TOTAL	168,559	\$ 1,231,168	\$ 617,173	\$ 1,848,341	\$ 7.30	\$ 3.66	\$ 10.97
Heating Oil	Usage (gal)	Total Cost	Total Rate				
TOTAL	25,000	\$ 54,875	\$ 2.195				



RISKS | Entering 20-year NEB Agreement

- Overcommitment – Buying too many credits
 - Contracting at <75% of current usage
- Policy Risk – Shift in political winds
 - Mitigated by the diversity of the participants
- Cost Risk – Electricity supply and delivery rates drop by 40%
 - Non issue - utility costs dropping by 40% would be good
 - NEB credits act as hedge against escalating prices
 - RECs provide additional revenue stream
- Production Risk – Solar / hydro performance
 - Client doesn't own the projects, pays only for kwh produced
- Development Risk – Projects don't get built
 - Mitigated by contracting with 5-7 developers, 25+ projects





THANK YOU





RESOLUTION SUPPORTING IMPLEMENTATION OF A SOLAR ENERGY PROGRAM

WHEREAS, the Intergovernmental Panel on Climate Change warned in 2018 that we have a very narrow window of time, on the order of a decade, to act in order to avoid catastrophic climate change; and

WHEREAS, as a coastal, urban community, Portland is highly vulnerable to the impacts of climate change, including sea level rise, coastal flooding, warming of Casco Bay and the Gulf of Maine, shifting marine species and disruption of traditional fisheries, and more extreme weather events, among other impacts; and

WHEREAS, these climate changes have cascading effects on Portland's economy, infrastructure, public health and safety, and the well-being of our students; and

WHEREAS, the City of Portland has committed to reducing community wide greenhouse gas emissions by 80% by 2050 and transitioning to 100% clean energy for municipal operations by 2040; and

WHEREAS, solar energy is an abundant, renewable, and non-polluting energy resource; and

WHEREAS, Portland Public Schools (PPS) students and adult allies formed the SolarISE organization in late 2018 in an effort to build support for a solar energy program in the Portland Public Schools; and

WHEREAS, the Portland Board of Public Education recognizes that there are significant educational benefits that can be derived from implementing a solar energy program that include helping to increase student understanding of renewable energy, climate change, and the value of advocacy and civic engagement to impact public policy; and

WHEREAS, as a direct result of SolarISE's education and outreach, the Portland Board of Public Education commissioned Competitive Energy Services to conduct a viability assessment of the potential costs and benefits of a solar energy program in the summer of 2019; and



WHEREAS, he was elected as the first African American to the Maine State Legislature in the state's history serving for three terms and using his position to fight for the rights of migrant workers, sponsor the first gay rights bill, and lead efforts for gun control, tribal sovereignty, fair housing, equal employment opportunities, and health care; and

WHEREAS, Competitive Energy Services recommended that PPS consider developing a 3,500 kilowatt (kW) solar project, which it estimated will save the district \$50,000 to \$150,000 in the first year of the project and \$4 million to \$5.5 million over 20 years, while reducing our carbon footprint if PPS were to retain and retire the renewable energy credits (RECs) associated with the solar generation; and

WHEREAS, PPS could maximize its buying power by partnering with the City of Portland and other municipalities on a larger remote project; and

WHEREAS, the federal investment tax credit (ITC) for solar PV begins to phase out in 2020.

NOW, THEREFORE, BE IT RESOLVED, that the Portland Board of Education, directs the Superintendent to work as expeditiously as possible to pursue a purchase power agreement for an offsite, direct to grid net metered solar project on the order of 3,500 kW, in which PPS retains and retires the RECs.

BE IT FURTHER RESOLVED, that the Superintendent shall consider partnering with the City of Portland and adjacent communities to secure a larger scale of operation, to share costs and resources, and to become more competitive for state and federal grants.

Adopted by the Portland Board of Public Education on August 6, 2019.

ADDENDUM TO NET ENERGY BILLING CREDITS AGREEMENT

This Addendum, dated as of _____, 2020, is hereby attached to and made a part of that certain Net Energy Billing Credits Agreement between _____ (the "Seller") and _____ (the "Buyer") of near or even date (the "Agreement"). Notwithstanding anything to the contrary in the Agreement, Seller and Buyer agree as follows:

- 1. Nonappropriation of Funds.** The payment obligations of Buyer under the Agreement shall constitute a current expense of Buyer. Any non-substitution, notification, time limitation, or other provision in the Agreement restricting or limiting Buyer's right to terminate the Agreement upon a Nonappropriation Event (defined bellow) shall be enforceable only to the extent that such restriction or limitation is permitted by applicable law and would not cause Buyer's obligation to make payments under the Agreement to be deemed or construed as a debt of Buyer in contravention of any constitutional, statutory or other legal requirement governing the creation of indebtedness by Buyer. Nothing in this Agreement shall be deemed a pledge of general tax revenues, funds or monies of Buyer. Notwithstanding anything contained in the Agreement to the contrary, if a Nonappropriation Event occurs, the Agreement shall automatically terminate on the last day of the fiscal period for which appropriations were received, without penalty or expense to Buyer of any kind whatsoever, except as to the payments or portions thereof for which funds have been appropriated and budgeted. Seller may, immediately upon becoming aware of a Nonappropriation Event or upon Buyer's failure to make a payment under the Agreement as a result of a Nonappropriation Event, re-subscribe, sell, transfer, assign and convey to any third party the Net Energy Billing Credits comprising the Buyer's Percentage and any and all Environmental Attributes associated therewith without penalty or expense to Seller so long as any such re-subscription, sale, transfer, assignment, or conveyance has an effective date as of the automatic termination date, and Buyer hereby agrees to reasonably cooperate with Seller to effectuate and evidence the termination of the Agreement and any other contract or agreement contemplated therein. All obligations of Buyer and Seller accruing prior to such automatic termination date will survive any such termination. "**Nonappropriation Event**" means the failure of the "legislative body" (as such term is used in 20-A M.R.S.A. §§ 1481-A, *et seq.*, as well as any successor provision) of the Buyer to appropriate funds for the payment Buyer's obligations under the Agreement.
- 2. Buyer's Additional Covenant.** Buyer hereby covenants that the Buyer will do all things lawfully within its power to obtain and maintain funds from which the Buyer's payment obligations under the Agreement may be made, including making provision for such payment obligations in each proposed annual budget of the Buyer submitted for approval in accordance with applicable law and procedures, including without limitation 20-A M.R.S.A. § 1481-A, *et seq.*, as may be amended from time to time.

IN WITNESS WHEREOF, the Parties have executed this ADDENDUM as of the date and year first above written.

BUYER

SELLER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

NET ENERGY BILLING CREDITS AGREEMENT

This Net Energy Billing Credits Agreement (“*Agreement*”) is entered into as of _____, 2020 (the “*Effective Date*”) and is by and between _____ as a seller (the “*Seller*”), and the _____, a (“*Buyer*”). In this Agreement, Sellers and Buyer are sometimes referred to individually as a “*Party*” and collectively as the “*Parties*.”

RECITALS

WHEREAS, Seller is in the business of financing, developing, owning, operating and maintaining solar electric generation facilities;

WHEREAS, Seller proposes to finance, install, own, operate and maintain one or more Distributed Generation Resource(s) (such facilities, collectively, the “*Distributed Generation Resources*”);

WHEREAS, the Distributed Generation Resources are each expected to qualify for Net Energy Billing pursuant 35-A MRSA 3209-B, and ~~to the Net Energy Billing Regulations~~ customer net energy billing rules to be promulgated by the Maine Public Utilities Commission (“MPUC”) (Chapter. 312) 65-407 C.M.R. ch. 313 (____ 2019) and will, therefore, generate Net Energy Billing Credits for ~~each excess kilowatt hour~~ MWh of electricity generated and delivered to the grid by the Distributed Generation Resources; and

WHEREAS, Seller desires to sell and deliver to Buyer, and Buyer desires to purchase and receive from Sellers, the Net Energy Billing Credits generated by the Distributed Generating Generation Resources during the Term, subject to the terms and conditions, and at the prices, set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual premises, representations, warranties, covenants, conditions herein contained, and the Exhibits attached hereto, Seller and Buyer agree as follows.

ARTICLE I DEFINITIONS

When used in this Agreement, the following terms shall have the meanings given below, unless a different meaning is expressed or clearly indicated by the context. Words defined in this Article 1 which are capitalized shall be given their common and ordinary meanings when they appear without capitalization in the text. Words not defined herein shall be given their common and ordinary meanings.

“*Applicable Legal Requirements*” means any present and future law, act, rule, requirement, order, by-law, ordinance, regulation, judgment, decree, or injunction, including the Net Energy Billing regulations, of or by any Governmental Authority, ordinary or extraordinary, foreseen or unforeseen, and all licenses, permits, and other governmental consents, which may at any time be applicable to a Party’s rights and obligations hereunder, including, without limitation, the construction, operation, and ownership of the Distributed Generation Resources, as well as the selling and purchasing of Net Energy Billing Credits therefrom.

Comment [A1]: There are a few items in this draft that will need to be modified to conform to terms ultimately contained in any rules or standard form contracts adopted by the Maine Public Utilities Commission to implement Net Energy Billing. These are expected to be non-substantive, conforming modifications, e.g., the specification of “Schedule Z”.

“Business Day” means a day on which Federal Reserve member banks in Boston are open for business; and a Business Day shall open at 8:00 a.m. and close at 5:00 p.m. Eastern Prevailing Time.

“Commercial Operations Date” means the latter of (i) the date on which each Distributed Generating Resource generates electric energy on a commercial basis, and (ii) -the date that interconnection of the Distributed Generation Resource to the local electrical distribution system has been authorized and is functioning with the LDC.

“Confidential Information” means all oral and written information exchanged between the Parties which contains proprietary business or confidential information of a Party and is clearly marked, or designated, ~~if oral,~~ as “confidential” by such Party in writing. The Parties agree that the ~~provisions and~~ specific economic terms (but not the existence) of this Agreement constitute Confidential Information. The following exceptions, however, do not constitute Confidential Information for purposes of this Agreement and as to this Agreement itself: (a) information that is or becomes generally available to the public other than as a result of a disclosure by either Party in violation of this Agreement; (b) information that was already known by the receiving Party on a non-confidential basis prior to this Agreement; (c) information that becomes available to receiving Party ~~on a non-confidential basis~~ from a source other than the disclosing Party if such source was not subject to any prohibition against disclosing the information to such Party under an agreement with the disclosing Party; (d) information a Party is required to disclose in connection with any administrative or regulatory approval or filing process in connection with the conduct of its business or in accordance with any statute or regulations; (e) information disclosed as part of a public proceeding or meeting of the Buyer’s governing or legislative body that is held to authorize the Buyer to enter into this Agreement; (f) information disclosed pursuant to any applicable law, rule or regulation requiring such disclosure, or as compelled by legal process including, but not limited to any “public records”, the Maine Freedom of Access Law, or “freedom of information” request or pursuant to the order or requirement of a court, administrative agency, or other Governmental Authority and ~~(fg)~~ information that is disclosed by the receiving Party with the prior written permission of the disclosing Party.

“Distributed Generation Resource” means the _____ individual solar (PV) power electrical generation facilities, to be constructed owned, operated and maintained by Seller, with specifications for an aggregate nameplate capacity of approximately _____ MW (DC), ~~each of~~ which qualifies for Net Energy Billing, together with all appurtenant facilities required to interconnect such Distributed Generation Resource to the local electric distribution system, all to be located in _____, Maine, as described in Exhibit __, attached hereto.

“Energy” means the amount of electricity either used or generated over a period of time, expressed in terms of kilowatt hour (“kWh”) or megawatt hour (“MWh”).

“Environmental Attributes” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the Distributed Generation Resource, the production of electrical energy from the Distributed Generation Resource and its displacement of conventional energy generation, including (1) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon

monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; and (3) the reporting rights related to these avoided emissions, such as Green Tag Reporting Rights and Renewable Energy Credit certificates (RECs) issued by the NEPOOL Generation Information System (GIS). Green Tag Reporting Rights are the right of a party to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party, and include Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Environmental Attributes do not include ~~Environmental Incentives and Tax Credits~~ Attributes. Without limiting the generality of the foregoing, Environmental Attributes include carbon trading credits, renewable energy credits or certificates, emissions reduction credits, investment credits, emissions allowances, green tags, tradeable renewable credits and Green-e® products.

“Force Majeure” means any cause not within the reasonable control of the affected Party which precludes that Party from carrying out, in whole or in part, its obligations under this Agreement, including, but not limited to, Acts of God; hurricanes or tornados; fires; epidemics; landslides; earthquakes; floods; other natural catastrophes; strikes; lock-outs or other industrial disturbances; acts of public enemies; acts, failures to act or orders of any kind of any Governmental Authority acting in its regulatory or judicial capacity, provided, however, that any such discretionary acts, failures to act or orders of any kind by Buyer may not be asserted as an event of *Force Majeure* by Buyer; insurrections; military action; war, whether or not it is declared; sabotage; riots; civil disturbances or explosions. A Party may not assert an event of *Force Majeure* to excuse it from performing due to any governmental act, failure to act, or order, where it was reasonably within such Party's power to prevent such act, failure to act, or order. Economic hardship of either Party general economic or energy market conditions shall not constitute an event of *Force Majeure*.

“Generation Contingent” means that ~~each~~ Seller's failure to deliver is excused if the Distributed Generation Resources for any reason do not generate sufficient energy necessary to deliver Net Energy Billing Credits hereunder. In such an event, Sellers shall not be liable to Buyer for any damages, except as to those related to the Performance Guaranty.

“Governmental Authority” means any national, state or local government, independent system operator, regional transmission owner or operator, any political subdivision thereof or any other governmental, judicial, regulatory, public or statutory instrumentality, authority, body, agency, department, bureau, or entity.

“Governmental Charges” means all applicable federal, state and local taxes (other than taxes based on income or net worth, but including, without limitation, sales, use, gross receipts or similar taxes), governmental charges, emission allowance costs, duties, tariffs, levies, licenses, fees, permits, assessments, adders or surcharges (including public purposes charges and low income bill payment assistance charges), imposed or authorized by a Governmental Authority,

~~local electric distribution company~~the LDC, or other similar entity, on or with respect to the Net Energy Billing Credits.

“Interconnection Agreement” shall mean the Interconnection Service Agreement(s) entered into with ~~local electric distribution company~~the LDC, each of which authorizes the interconnection of the respective Distributed Generation Resource with the local electric distribution system, which confirms the eligibility of each Distributed Generation Resource for ~~net~~Net energy-Energy billingBilling, and which specifies (directly or by reference to the “Schedule Z” filed by Sellers under the Tariff) the manner in which Net Energy Billing Credits shall be allocated. [Schedule Z is inserted as a placeholder ...]

“Interest Rate” means 200 basis points above the prime rate as published in the Wall Street Journal, provided, however that the interest shall not exceed the maximum rate permitted by law.

“LDC” means the local electric distribution company.

“Lender” means the entity or person(s) providing financing to Seller in connection with the Distributed Generation Resources.

“Net Energy Billing” shall have the meaning set forth in 35-A M.R.S.A. §3209-B (1) (D) and as set forth in Chapter 313 of the MPUC rules, 65-407 C.M.R. ch. 313.

“Net Energy Billing Credits” means those bill credits as set forth in 35-A M.R.S.A. §3209-B (5) and as set forth in Chapter 313 of the MPUC customer net energy billing rules 65-407 C.M.R. ch. 313, §2(M), §3(K).

“Net Energy Billing Regulations” are the Maine net energy billing statute, 35-A MRSA §3209-B and the MPUC customerMaine net energy billing regulationsrules, 65-407 C.M.R. ch. 313 (effective _____), as each may be amended from time to time.

“Performance Guarantee” shall have the meaning set forth in Exhibit E.

“Renewable Energy Certificate” or **“REC”** means a certificate, credit, allowance, green tag, or other transferable indicia, howsoever entitled, created by an applicable program or certification authority indicating generation of a particular quantity of energy, or product associated with the generation of a megawatt hour (MWh) from a renewable energy source by a renewable energy project, and excluding, for the avoidance of doubt, any Tax Attributes and the Net Energy Billing Credits.

“Tariff” means the LDC’s tariff for interconnection for Commercial or Institutional Distributed Generation Resources and Net Energy Billing services, as approved by the MPUC, together with any subsequent amendments and approvals thereto.

“Tax Attributes” means the investment tax credits (including any grants or payments in lieu thereof) and any tax deductions or other benefits under the Internal Revenue Code or applicable federal, state, or local law available as a result of the ownership and operation of the

Distributed Generation Resources or the output generated by the Distributed Generation Resources (including, without limitation, tax credits (including any grants or payments in lieu thereof) and accelerated and/or bonus depreciation.)

ARTICLE II TERM

2.1 Term. The term of this Agreement (the “*Term*”) shall commence on the Effective Date and shall end with respect to each Distributed Generation Resource at the earlier of (i) 11:59 PM on the day preceding the twentieth (20th) anniversary of ~~the latest~~that Distributed Generation Resource’s Commercial Operations Date (the “*Termination Date*”), or (ii) such date as of which this Agreement may be earlier terminated pursuant to the provisions hereof.

2.2 Early Termination. The Buyer may terminate this Agreement as to ~~the a~~ Distributed Generation Resource ~~owned by that Seller~~ without penalty or any liability (a) prior to the Commercial Operations Date if such Distributed Generation Resource has not achieved commercial operation within eighteen (18) months of the Effective Date, except that the eighteen (18) month time period shall be extended day-for-day for the duration of any period of Force Majeure claimed by Seller in accordance with Section 8.2 or (b) after the Commercial Operations Date if over any consecutive twelve month period, the such Distributed Generation Resources ~~create~~generates less than fifty percent (50%) of their expected ~~Net~~ Energy Billing Credits over a period of ~~six~~twelve (612) consecutive months. (For avoidance of doubt, for this Section 2.2, the expected Energy for each 12-month period shall be as set forth in Exhibit C, attached hereto.). In the case of termination pursuant to this Section 2.2, the Buyer shall give the Seller thirty (30) days prior written notice, and this Agreement shall terminate as to that Distributed Generation Resource without further liability of the Seller ~~owning that Distributed Generation Resource~~ to the Buyer and of the Buyer to the Seller, provided that the Buyer and Seller shall not be released from any payment or other obligations arising under this Agreement prior to such termination.

ARTICLE III FACILITY OWNERSHIP AND OPERATION

3.1 Title. Title to each Distributed Generation Resource and all generation capacity credits and Tax Attributes produced or associated with each Distributed Generation Resource shall be with the Seller. Title to ~~all the~~ Percentage of Environmental Attributes produced or associated with each Distributed Generation Resource shall be transferred to the Buyer within thirty (30) days of Seller’s receipt of each payment under Section 5.1 of this Agreement.

3.2 Notice of Commercial Operations Date. Subject to the provisions of this Agreement, Seller shall promptly notify Buyer in writing when each Distributed Generation Resource has achieved the Commercial Operations Date.

3.3 Seller’s Operation of Facilities. Seller shall install, operate and maintain each Distributed Generation Resource in material accordance with all Applicable Legal Requirements, all equipment manufacturers’ guidelines and recommendations, and pursuant to widely accepted

industry practice and shall maintain such documents and records necessary to confirm Seller's installation, operation and maintenance of the Distributed Generation Resources in material accordance with such standards.

3.4 Seller's Obligation To Maintain Facilities; Insurance. Seller shall maintain the Distributed Generation Resources and the individual components thereof in good working order at all times during the Term of this Agreement, subject to reasonable time allowed for maintenance, repair and event(s) of Force Majeure. Seller shall carry insurance coverage in an amount reasonably expected to repair or replace the Distributed Generation Resources if damaged, or in an amount as required by a Lender, at Seller's discretion. For the duration of the Agreement, Seller shall carry all insurance required by Applicable Legal Requirements and Commercial General Liability Insurance, including coverage by an endorsement or otherwise for Seller's defense and indemnification obligations under the Agreement, with per occurrence limits of not less than one million dollars (\$1,000,000).

3.5 Seller's Performance Guarantee. Seller shall be responsible for construction, operation and maintenance of each Distributed Generation Resource to meet the Performance Guarantee, as set forth in Exhibit E.

ARTICLE IV PURCHASE AND SALE OF NET ENERGY BILLING CREDITS

4.1 Sale and Purchase of Net Energy Billing Credits. Commencing on the Commercial Operations Date, on a monthly basis Seller agrees to sell to Buyer, and Buyer agrees to purchase and accept all of Seller's right, title and interest to _____% (the "Percentage") of the Net Energy Billing Credits and Environmental Attributes generated by the Distributed Generation Resource, free and clear of all claims, liens, security interests and encumbrances of any kind, nature and description. Except as provided in Seller's Performance Guaranty, as set forth in Exhibit E, Seller's obligations under this Section 4.1 are Generation Contingent, but this shall not be construed as a waiver of the early termination provisions under Section 2.2.

4.2 Allocation. To facilitate delivery of the Net Energy Billing Credits purchased and sold pursuant to Section 4.1, Seller shall request (through completion of the applicable "Schedule Z") that the LDC allocate the quantity of Net Energy Billing Credits specified in Section 4.1 to Buyer's customer account(s), as further set forth in Exhibit A, "Buyer's Designation of Customer Accounts", attached hereto and incorporated herein. Buyer understands that the Net Energy Billing Credits received by Buyer for a particular month will be reflected on Buyer's statement from the LDC as a monetary credit amount and not as an electricity quantity; and that such credit will be reflected on Buyer's monthly invoice according to the LDC's billing cycle, which may be approximately one (1) month after the Net Energy Billing Credits are generated by the Distributed Generation Resources.

4.3 Payment. For each month of the Term, the~~The~~ payment that Buyer shall make to Seller for the purchase of the Percentage of Net Energy Billing Credits and Environmental Attributes allocated by Sellers to Buyer (the "**Payment**") shall be determined by multiplying (a) the rate per MWh set forth in Exhibit B, attached hereto and incorporated herein, by (b) the MWhs generated

and delivered to the grid by the Distributed Generation Resources as measured by the LDC that are included in the calculation of the Net Energy Billing Credits allocated to Buyer's customer account(s) for that month. The timeframe for issuance, certification, registration and delivery to the Buyer of Environmental Attributes and RECs from the Distributed Generation Resources for which payment made under this Section 4.3 is set forth in Section 6.1(b).

4.4 Buyer's Purchase Contingent on Allocation of Credits by LDC. The Parties acknowledge and agree that Buyer's agreement to purchase Net Energy Billing Credits from Seller is contingent upon and subject to the LDC's acceptance of and allocation of such Net Energy Billing Credits to Buyer's customer account with LDC as set forth in Section 4.2 herein. During the Term of this Agreement, if for any reason the LDC refuses to allocate a portion or all of the Net Energy Billing Credits to Buyer's customer accounts, Buyer's obligation to purchase such Net Energy Billing Credits shall terminatebe unenforceable and void as to the affected Net Energy Billing Credits, and Seller shall promptly refund to Buyer the Payment by Buyer for any such Net Energy Billing Credits which the LDC refused to credit to Buyer's customer accounts.

4.5 Title To Net Energy Billing Credits. Title to the Net Energy Billing Credits will pass from Seller to Buyer upon the LDC's allocation of such Net Energy Billing Credits to Buyer's customer account(s) by the LDC.

4.6 Non-Exclusive Agreement. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge and agree that (a) Buyer's agreement to purchase Net Energy Billing Credits from Seller is not exclusive, and Buyer shall have the right and ability to enter into agreements with other parties to purchase additional Net Energy Billing Credits and/or RECs, subject to all Applicable Legal Requirements, and (b) Seller's agreement to sell Net Energy Billing Credits to Buyer is not exclusive, and Seller shall have the right and ability to enter into agreements with other parties to sell additional Net Energy Billing Credits and/or RECs, subject to all Applicable Legal Requirements.

4.7 Governmental Charges.

a. Seller is responsible for any Governmental Charges currently attributable to the sale of Net Energy Billing Credits to Buyer, irrespective of whether imposed before, upon or after the allocation and delivery of Net Energy Billing Credits to Buyer. Other than the Payment set forth in Section 4.3, Buyer shall not be responsible for any taxes, government charges, costs, duties, tariffs, licenses, fees, permits, assessments, adders or surcharges, imposed or authorized by a Governmental Authority, LDC, or similar entity, that are associated with the Distributed Generation Resource, including but not limited to any charges or costs associated with metering the generation from the Distributed Generation Resource or settling such generation in the ISO-NE wholesale markets.

b. The Parties shall use reasonable efforts to administer this Agreement and implement its provisions so as to minimize Governmental Charges to the extent permitted by law. In the event any of the sales of Net Energy Billing Credits hereunder are to be exempted from or not subject to one or more Governmental Charges, the Party claiming such exemption shall, upon a Party's written request therefore, provide the requesting Party with all necessary

documentation to evidence such exemption or exclusion in a timely manner. If any sales or other tax is applicable to this Agreement in the future, Seller shall cooperate with Buyer to ensure that Buyer receives the full benefit of Buyer's tax exempt status.

ARTICLE V PAYMENT

5.1 Payment. During each monthly LDC billing cycle, Seller shall ~~provide invoice~~ Buyer ~~with an invoice~~ for the Payment for the Net Energy Billing Credits allocated to Buyer's designated account(s) with the LDC during the prior monthly LDC billing cycle (the "Invoice"). ~~The Invoice shall be based on the actual Net Energy Billing Credits that appear in the Buyer's LDC bill(s) for the designated account(s).~~ Buyer shall either promptly provide its monthly LDC bill to Seller, or, shall allow Seller to access Buyer's monthly bill directly with the LDC, at Buyer's discretion. Subject to the provisions of Section 4.4, Buyer shall pay all invoiced amounts owed to Seller by a mutually agreeable method, even if the amount of Buyer's LDC bills is not sufficient to utilize all Net Energy Billing Credits allocated to Buyer. Any undisputed payment not made to Seller within thirty (30) days of the Buyer's receipt of a proper Invoice shall bear interest from the date on which such payment was required to have been made through and including the date such payment is actually received by Seller. Such interest shall accrue at a rate equal to the Interest Rate.

5.2 Records and Audits. Each Party shall keep, for a period of not less than six (6) years after the expiration or termination of any transaction, records sufficient to permit verification of the accuracy of billing statements, Invoices, charges, Environmental Attributes registrations and transfers, computations and payments for such transaction. During such period each Party may, at its sole cost and expense, and upon reasonable notice to the other Party, examine the other Party's records pertaining to such transactions during the other Party's normal business hours. Seller shall, at Buyer's request, such request to not occur more than annually, provide documentation itemized by month of the amount of total electricity generated by the Distributed Generation Resources and delivered to the grid and/or the calculation of the Net Energy Billing Credits and accountings of Environmental Attributes, including registrations and transfers.

5.3 Dispute. If a Party, in good faith, disputes an amount owed or paid as provided in this Agreement, the disputing Party shall immediately notify the other ~~Parties~~ Party of the basis for the dispute and the obligated Party shall pay the undisputed portion of such Invoice no later than the due date. Upon resolution of the dispute, any required payment shall be made within seven (7) Business Days of such resolution along with the interest accrued at the Interest Rate, from and including the due date through and including the date such payment is actually received by Seller~~s~~. Any overpayments shall be returned by the receiving Party upon request or deducted from subsequent payments at the option of the overpaying Party with interest accrued at the Interest Rate from the date payment was made to the date payment is returned by the receiving at the option of the overpaying Party. The Parties shall only be entitled to dispute an amount owed or paid within twenty-four (24) calendar months from the date of issuance of such Invoice. If the Parties are unable to resolve a payment dispute ~~under this Section 5~~, the Parties shall follow the procedure set forth in Section 12.5.

ARTICLE VI OBLIGATIONS OF THE PARTIES

6.1 Net Energy Billing.

a. Each Party's obligations under this Agreement are subject to each Distributed Generation Resource qualifying for Net Energy Billing pursuant, ~~subject to the provisions of 35-A MRSA §3209-B and the MPUC's to the~~ Net Energy Billing Regulations. If, within twelve (12) months from the Effective Date, a Distributed Generation Resource does not so qualify, this Agreement shall automatically terminate with regards to that Distributed Generation Resource without further liability of the Seller ~~owning that Facility~~ to the Buyer and of the Buyer to ~~that particular~~ Seller, provided that the Buyer and ~~such~~ Seller shall not be released from any payment or other obligations arising under this Agreement prior to such termination.

b. Subject to the provisions of this Agreement, each Party agrees to take all reasonable measures with respect to which it has legal capacity to facilitate and expedite the review of all approvals necessary for the Distributed Generation Resources to be eligible for and participate in Net Energy Billing and issuance, qualification, certification, registration and delivery of REC's from the Distributed Generation Resources to the Buyer. Seller shall apply for and procure the issuance, registration and certification of REC's and any other Environmental Attributes for all MWh generated and delivered to the grid by the Distributed Generation Resources. Seller shall transfer the Percentage of all Environmental Attributes to Buyer within ninety (90) days of Seller obtaining right, title or interest to the Environmental Attribute(s). If Seller fails to (i) procure the issuance, registration and certification of REC's and any other Environmental Attributes within one-hundred eighty (180) days of the subject MWh being generated and delivered to the grid by the Distributed Generations Resources or (ii) fails to deliver REC's to Buyer within one-hundred eighty (180) days of the subject MWh being generated and delivered to the grid by the Distributed Generations Resources, then after providing Seller with ten (10) days written notice and an opportunity to cure, Buyer may commercially purchase REC's and any other Environmental Attributes reasonably equivalent to those that Seller failed to deliver and Seller shall be liable for Buyer's costs and fees, including attorney's fees, associated with such purchase. Buyer may offset costs and fees incurred in accordance with this subsection against any Payment to Seller.

c. So long as any such amendment will materially benefit a Party without material detriment to the other ~~Parties-Party~~ and is otherwise permitted by law, the Parties commit to each other in good faith to make commercially reasonable efforts to fully cooperate and assist each other to amend this Agreement to conform to ~~any rule(s) or regulation(s) regarding~~ Net Energy Billing rule(s) or regulation(s) and NEPOOL GIS qualification and ensure that the Distributed Generation Resources ~~isare~~ eligible for Net Energy Billing and REC issuance under the GIS rules.

d. Upon implementation by the MPUC or other Governmental Authority of any rule or regulation that may affect any provision of this Agreement, in particular any rule or regulation regarding the provision of or eligibility for Net Energy Billing, the ~~affected~~ Parties shall negotiate in good faith to amend this Agreement to conform to such rule(s) and/or regulation(s)

to the greatest extent possible, and shall use best efforts to conform such amendment to the original intent of this Agreement and to do so in a timely fashion.

6.2 Seller's Obligations.

a. Seller shall maintain accurate operating and other records and all other data for the purposes of proper administration of this Agreement, including such records as may be required of Seller (and in the form required) by any Governmental Authority or the ~~local electric distribution company~~ LDC.

b. Seller shall file with the LDC in a timely manner the initial Schedule Z (as set forth in Exhibit A) and any modifications to that Schedule Z or any subsequent Schedule Z as directed by Buyer in accordance with this Agreement and Applicable Legal Requirements.

c. Seller shall perform its obligations under this Agreement in full compliance with the Applicable Legal Requirements.

6.3 Buyer's Obligations.

a. Buyer shall perform its obligations under this Agreement in full compliance with the Applicable Legal Requirements.

b. Buyer shall reasonably cooperate with Seller so that Seller can meet its obligations under this Agreement, which cooperation shall include, but not be limited to, timely providing (or to the extent possible, reasonably facilitating that the LDC timely provides) to Seller full and complete information regarding the ~~actual cash~~ value of any Net Energy Billing Credits that have been allocated to Buyer's customer account(s) by the LDC.

ARTICLE VII REPRESENTATIONS AND WARRANTIES; ACKNOWLEDGEMENTS; BUYER'S COVENANTS

7.1 Representations and Warranties. As of the Effective Date, each Party represents and warrants to the other ~~Parties~~ Party as follows.

a. The Party is duly organized, validly existing, and in good standing under the laws of Maine.

b. The Party has full legal capacity to enter into and perform this Agreement.

c. The execution, delivery and performance of the Agreement and the consummation of the transaction hereunder have been duly authorized, and each person executing the Agreement on behalf of the Party has full authority to do so and to fully bind the Party.

d. The execution and delivery of this Agreement and the performance of the obligations hereunder will not violate or conflict with any Applicable Legal Requirement, any

order of any court or other agency of government, or any provision of any agreement or other instrument to which the Party is bound.

e. There is no litigation, arbitration, administrative proceeding, or bankruptcy proceeding pending or being contemplated by the Party, or to the Party's knowledge, threatened against the Party, that would materially and adversely affect the validity or enforceability of this Agreement or the Party's ability to carry out the Party's obligations hereunder.

7.2 Forward Contract; Bankruptcy Code. Seller asserts that this Agreement and the transactions contemplated hereunder are a "forward contract" within the meaning of the United States Bankruptcy Code, and that Seller is a "forward contract merchant" within the meaning of the United States Bankruptcy Code. The Seller further assert that Seller is not a "utility", as such term is used in Section 366 of the United States Bankruptcy Code, and Buyer agrees to waive and not to assert the applicability of the provisions of Section 366 in any bankruptcy proceeding wherein Buyer is a debtor.

ARTICLE VIII TERMINATION/DEFAULT/REMEDIES

8.1 Events of Default. The following shall each constitute an Event of Default by a Party.

a. The Party fails to make any material payment due under this Agreement within thirty (30) days after such payment is due unless the specific amount of the payment not made is being disputed and such failure continues for a period of five (5) Business Days after receipt of written notice of such nonpayment.

b. The Party fails to perform or comply with any material covenant or agreement set forth in this Agreement and such failure continues for a period of thirty (30) days after receipt of written notice thereof from another Party; provided, however, if the defaulting Party proceeds with due diligence during such thirty (30) day period to cure such breach and is unable by reason of the nature of the work involved using commercially reasonable efforts to cure the same within the said thirty (30) days, the defaulting Party's time to do so shall be extended by the time reasonably necessary to cure the same, provided that such extended cure period shall be no longer than ninety (90) days and further provided that the cure periods in this section shall not apply to and do not constitute a waiver of the early termination provision in Section 2.2 of this Agreement.

c. Fraud or intentional misrepresentation by the Party with respect to any of the covenants or agreements or representations and warranties of this Agreement.

d. The Party: (i) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (ii) becomes insolvent or is unable to pay its debts or fails (or admits in writing its inability) generally to pay its debts as they become due; (iii) except for assignments made pursuant to Section 10.1 (regarding financing), makes a general assignment, arrangement or composition with or for the benefit of its creditors; (iv) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or

insolvency law or other similar law affecting creditor's rights, or a petition is presented for its winding-up, reorganization or liquidation, which proceeding or petition is not dismissed, stayed or vacated within twenty (20) Business Days thereafter; (v) commences a voluntary proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights; (vi) seeks or consents to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all of its assets; (vii) except for exercise of possession through assignments made pursuant to Section 10.1 (regarding financing), has a secured party take possession of all or substantially all of its assets, a Distributed Generation Resource, or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all of its assets; (viii) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (i) to (vii) inclusive; or (ix) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

8.2 Force Majeure. Except as specifically provided herein, if by reason of *Force Majeure* a Party is unable to carry out, either in whole or in part, any of its obligations herein contained, such Party shall not be deemed to be in default during the continuation of such inability, provided that: (i) the non-performing Party, as soon as reasonably practicable within two (2) weeks after the occurrence of the *Force Majeure* event, gives the other Parties-Party hereto written notice describing the particulars of the occurrence and the anticipated period and extent of delay or interruption of such Party's performance hereunder; (ii) the suspension of performance be of no greater scope and of no longer duration than is required by the *Force Majeure* event; (iii) no obligations of the Party which were to be performed prior to the occurrence causing the suspension of performance shall be excused as a result of the occurrence; and (iv) the non-performing Party shall use commercially reasonable efforts to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its obligations.

8.3 Termination for Default.

a. Upon the occurrence of an Event of Default, ~~a-the~~ non-defaulting Party at any time thereafter may give written notice to the defaulting Party specifying such Event of Default and such notice may state that this Agreement and the Term shall expire and terminate on a date specified in such notice, which shall be at least five (5) Business Days after the giving of such notice, and upon any termination date specified in such notice, this Agreement shall terminate as ~~though such of the~~ date ~~were the date originally~~ set forth ~~herein for in~~ the ~~termination~~ hereof Notice.

b. In the event this Agreement is terminated as a result of an Event of Default, (i) Sellers shall have no further obligation to deliver, and Buyer shall have no further obligation to purchase, any Net Energy Billing Credits from Seller, provided, however, that Buyer shall pay Seller for any Net Energy Billing Credits generated by Seller that have or may continue to be allocated to Buyer by the LDC, and (ii) Seller shall notify the LDC immediately to stop any future Net Energy Billing Credits allocation to Buyer forthwith, and shall promptly provide a copy of such notification to Buyer.

ARTICLE IX REMEDIES AND LIMITATION OF LIABILITY

9.1 Remedies. Subject to the limitations set forth in this Agreement, each Party reserves and shall have all rights and remedies available to it at law or in equity with respect to the performance or non-performance or termination of the other Party hereto under this Agreement. Each Party agrees that it has a duty to mitigate damages that it may incur as a result of a Party's non-performance under this Agreement.

9.2 Limitation of Liability. WITH THE EXCEPTION OF SELLER'S OBLIGATIONS SET FORTH IN THE FOLLOWING SECTION 9.3, NO PARTY SHALL BE LIABLE TO THE OTHER PARTYS FOR ANY INDIRECT OR PUNITIVE DAMAGES OF ANY CHARACTER, RESULTING FROM, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY INCIDENT TO ANY ACT OR OMISSION OF ANY OF THE PARTIES RELATED TO THE PROVISIONS OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER CLAIMS OR ACTIONS FOR SUCH DAMAGES ARE BASED UPON CONTRACT, WARRANTY, NEGLIGENCE (EXCEPT GROSS NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY AT LAW OR EQUITY. FOR THE AVOIDANCE OF DOUBT, IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY HEREIN PROVIDED, THE OBLIGOR'S LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY.

9.3 Indemnification. Notwithstanding anything to the contrary in Section 9.2, Buyer shall not be responsible or liable for any personal injury or property damage caused by or occurring upon the Distributed Generation Resources, its site, or any individual component thereof. Seller shall defend, indemnify and hold harmless Buyer, its officers, directors, agents, and employees from and against any and all claims, demands, liens, lawsuits, judgments or actions of any nature that may be brought on account of the construction, installation, operation, maintenance, repair or replacement of the Distributed Generation Resources or any component thereof.

THIS DEFENSE AND INDEMNIFICATION OBLIGATION IS INTENDED TO WAIVE AS BETWEEN THE PARTIES ANY EXCLUSIVITY-OF-REMEDY DEFENSE OR EMPLOYER IMMUNITY PROVISIONS THAT MAY OTHERWISE BE AVAILABLE TO SELLER UNDER WORKERS' COMPENSATION OR SIMILAR LAWS.

b. Nothing in the Agreement shall, nor is intended to, waive any defense, immunity or limitation of liability which may be available to Buyer or their respective

officers, agents and employees, under the Maine Tort Claims Act or any other privileges and/or immunities provided by law.

9.4 Waivers.

a. No Implied Waivers – Remedies Cumulative. No covenant or agreement term under this Agreement shall be deemed to have been waived by a Party, unless such waiver shall be in writing and signed by the Party against whom it is to be enforced or such Party's duly authorized agent. Consent or approval of a Party to any act or matter must be in writing, shall apply only with respect to the particular act or matter in which such consent or approval is given, and shall not relieve any other Party from the obligation wherever required under this Agreement to obtain consent or approval for any other act or matter. The failure of a Party to insist upon the strict performance of any one of the covenants or agreements terms of this Agreement or to exercise any right, remedy or election herein contained or permitted by law shall not constitute or be construed as a waiver or relinquishment for the future of such covenant or agreement term, right, remedy or election, but the same shall continue and remain in full force and effect. Any right or remedy of a Party herein specified or any other right or remedy that a Party may have at law, in equity or otherwise upon breach of any covenant or agreement terms herein contained shall be a distinct, separate and cumulative right or remedy and no one of them, whether exercised or not, shall be deemed to be in exclusion of any other.

b. Acceptance of Payment. Neither receipt nor acceptance by a Party of any payment due herein, nor payment of same by a Party, shall be deemed to be a waiver of any default under the covenants or agreements terms of this Agreement, or of any right or defense that a Party may be entitled to exercise hereunder.

ARTICLE X ASSIGNMENT

10.1 Prior Written Consent. No Party shall assign or in any manner transfer this Agreement or any part thereof without the prior written consent of the other Parties Party, which consent may not be unreasonably conditioned, withheld or delayed, except that no prior written consent but only written notification to Buyer shall be required in connection with any assignment by a Seller in connection with the financing of or tax equity investment in a Distributed Generation Resource.

10.2 Collateral Assignment; Financing Provisions.

a. Financing Arrangements. Seller may mortgage, pledge, grant security interests, assign, or otherwise encumber its interests in this Agreement to any persons providing financing for the Distributed Generation Resource. Buyer acknowledges that in connection with such transactions Seller may secure Seller's obligations by, among other collateral, an assignment of this Agreement and a first security interest in the Distributed Generation Resources. In order to

facilitate such necessary sale, conveyance, or financing, and with respect to any lender or lessor, as applicable, Buyer agrees as follows:

i. Consent to Collateral Assignment. Buyer hereby consents to both the sale of the Distributed Generation Resources to a Lender and the collateral assignment for the financing of the Seller's right, title and interest in and to this Agreement.

ii. Rights of Lender. Notwithstanding any contrary term of this Agreement:

(A) Step-In Rights. ~~After notice to Buyer that Seller has defaulted under the financing, the~~ The Lender, as owner of the Distributed Generation Resources, or as collateral assignee of this Agreement, shall be entitled to exercise, in the place and stead of Seller, any and all rights and remedies of Sellers under this Agreement in accordance with the terms of this Agreement. The Lender shall also be entitled to exercise all rights and remedies of owners or secured parties, respectively, generally with respect to this Agreement and the Distributed Generation Resources. Seller hereby authorizes Buyer to rely on any such notice, to accept performance of any such rights by Lender and to make payments of amounts due hereunder to Lender, and Seller releases and discharges Buyer of, and from any liability to Lender on account of any such payments;

(B) Opportunity to Cure Default. ~~The Lender shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Sellers thereunder or cause to be cured any default of Sellers thereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Lender to cure any default of Sellers under this Agreement or (unless the Lender has succeeded to Seller's interests under this Agreement) to perform any act, duty or obligation of Seller under this Agreement, but Buyer hereby gives it the option to do so;~~

(CB) Exercise of Remedies. Upon the exercise of remedies, including any sale of the Distributed Generation Resource by the Lender, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Seller to the Lender (or any assignee of the Lender as defined below) in lieu thereof, the Lender shall give notice to Buyer of the transferee or assignee of this Agreement. Any-Except as set forth in Article 8, any such exercise of remedies shall not constitute a default under this Agreement;

(D) Cure of Bankruptcy Rejection. Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Seller under the United States Bankruptcy Code, at the request of Lender made within ninety (90) days of such termination or rejection, Buyer may, in Buyer's complete discretion, elect to enter into a new agreement with Lender or its assignee having substantially the same terms and conditions as this Agreement.

(iii) Right to Cure.

(A) Cure Period. Buyer will not exercise any right to terminate or suspend this Agreement unless it shall have given the Lender prior written notice of its intent to terminate or suspend this Agreement, as required by this Agreement, specifying the condition giving rise to such right, and the Lender shall not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days after ~~such notice or (if longer) expiration of~~ the periods provided for in this Agreement; provided that if ~~such~~ Seller's default reasonably cannot be cured by the Lender within such period and the Lender commences and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed an additional ninety (90) days. The Parties' respective obligations will otherwise remain in effect during any cure period. In the event that Lender does not effectuate cure within the time periods specified herein, Buyer shall not be obligated to accept later cure of any default hereunder, but may, at any time after expiration of such periods, exercise any termination rights available under this Agreement.

(B) Continuation of Agreement. If the Lender or its assignee (including any purchaser or transferee), pursuant to an exercise of remedies by the Lender, shall acquire title to or control by receivership or otherwise, of Seller's assets and shall, within the time periods described in Section 10.2(a)(iii)(A), cure all material defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement, ~~and which are capable of cure by a third person or entity~~, then the Lender or its assignee shall no longer be in default under this Agreement, and provided that after such change in title or control Buyer shall continue to receive all the Net Energy Billing Credits due to it as set forth in this Agreement, this Agreement shall continue in full force and effect as a direct contract between the Lender or its assignee, as Seller, and Buyer, provided that Buyer shall not be obligated to pay any sums to any assignee of Lender until Buyer has received notice from such assignee that it has succeeded to such interest.

(b) Lender a Third Party Beneficiary. Buyer agrees and acknowledges that Lender is a third party beneficiary of the provisions of this Section 10.2.

(c) Entry to Consent to Assignment. Buyer agrees, at Seller's sole cost and expense, to ~~(i)-execute any-such~~ consents to assignment, estoppel certificate or acknowledgements ~~and (ii) provide such opinions of counsel concerning Buyer's legal status and authority~~ as may be reasonably requested by Seller and/or Lender in connection with the financing or sale of the Distributed Generation Resources, pursuant to this Section 10.2 and which do not change or alter any material term of this Agreement.

ARTICLE XI AMENDMENT FOR FINANCING

11.1 Obligation to Modify the Agreement for Financing. If a Lender requires this Agreement to be modified, or if a Seller, in good faith, requires the Agreement to be modified in order to finance, develop or operate ~~the a~~ Distributed Generation Resources, and in each case the modifications are reasonable and do not materially impact the financial terms of the Agreement, the Parties shall enter into negotiations to amend this Agreement to materially conform to such requirements and to the original intent of this Agreement in a timely manner. To the extent that Buyer incurs costs or fees, including attorneys' fees, as a result of its efforts to accommodate a modification to the Agreement under this Section 11.1, Seller shall be liable to Buyer for such costs and fees. If the Parties, negotiating in good faith, cannot agree on such amendments, or if a Seller determines in good faith that the Agreement cannot be amended to allow the Distributed Generation Resource to be financed, developed or operated in a commercially reasonable manner, then the terminating Party shall give ~~all the other Parties~~ Party thirty (30) days prior written notice and this Agreement shall terminate as to that Distributed Generation Resource without further liability of the Seller ~~owning that Distributed Generation Resource~~ to the Buyer and of the Buyer to that particular Seller, provided that the Buyer and such Seller shall not be released from any payment or other obligations arising under this Agreement prior to such termination.

ARTICLE XII MISCELLANEOUS

12.1 Notices. All notices and other formal communications which a Party may give to the other under or in connection with this Agreement shall be in writing (except where expressly provided for otherwise), shall be effective upon receipt, and shall be sent by any of the following methods: hand delivery; reputable overnight courier; certified mail, return receipt requested; and email with receipt confirmed by email or in writing by recipient, and shall be sent to the following addresses:

If to Seller:

If to Buyer:

Any Party may change its address and contact person for the purposes of this Section 12.1 by giving notice thereof in the manner required herein.

12.2 Confidentiality. Except as provided in this Section 12.2, no Party shall publish, disclose, or otherwise divulge Confidential Information to any person at any time during or after the term of this Agreement, without the other ~~Parties'~~ Party' prior express written consent.

a. Each Party shall permit knowledge of and access to Confidential Information only to those of its affiliates, attorneys, accountants, representatives, actual or potential Lenders (with respect to Seller), advisors, consultants, agents, officers, directors, members, and employees who have a need to know related to this Agreement.

b. If required by any law, statute, ordinance, decision, or regulation or pursuant to any order issued by a court, governmental agency or authority having jurisdiction over a Party, that Party may release or disclose Confidential Information, or a portion thereof, as required by applicable law, statute, ordinance, decision, order or regulation, and a Party may disclose Confidential Information to accountants in connection with audits.

12.3 Severability. If any article, section, phrase or portion of this Agreement is, for any reason, held or adjudged to be invalid, illegal or unenforceable by any court of competent jurisdiction, such article, section, phrase, or portion so adjudged will be deemed separate, severable and independent and the remainder of this Agreement will be and remain in full force and effect and will not be invalidated or rendered illegal or unenforceable or otherwise affected by such adjudication, provided the basic purpose of this Agreement and the benefits to the Parties are not substantially impaired, and provided further, however, that the Parties shall enter into negotiations concerning the terms affected by such decisions for the purpose of achieving conformity with requirements of any Applicable Legal Requirements and the intent of the Parties.

12.4 Governing Law. This Agreement and the rights and duties of the Parties hereunder shall be governed by and shall be construed, enforced and performed in accordance with the laws of the State of Maine without regard to principles of conflicts of law. If, due to any change in Applicable Legal Requirements or the interpretation thereof by any court of law or other governing body having jurisdiction subsequent to the Effective Date, performance of any provision of this Agreement or any transaction contemplated hereby shall become impracticable or impossible, the Parties hereto shall use their best efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such provision.

12.5 Dispute Resolution. Unless otherwise expressly provided for in this Agreement, the dispute resolution procedures of this Section 12.5 shall be the exclusive mechanism to resolve disputes arising under or related to this Agreement. The Parties agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this Agreement.

a. Any dispute that arises under or with respect to this Agreement that cannot be resolved shall in the first instance be the subject of informal negotiations between respective executive officers of each Party. The dispute shall be considered to have arisen when one Party sends the other Party a written notice of dispute. The period for informal negotiations shall be fourteen (14) days from receipt of the written notice of dispute unless such time period is modified by written agreement of the Parties.

b. In the event that the Parties cannot timely resolve a dispute, by informal negotiations, the sole venue for judicial enforcement shall be the ~~Superior~~ Courts of Maine. Each Party hereby consents to the jurisdiction of such courts, and to service of process in the State of Maine in respect of actions, suits or proceedings arising out of or in connection with this Agreement or the transactions contemplated by this Agreement.

c. Notwithstanding the foregoing, injunctive relief from such court may be sought without resorting to a form of alternative dispute resolution to prevent irreparable harm that would be caused by a breach of this Agreement.

12.6 Entire Agreement. This Agreement, together with its exhibits, contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all other understandings or agreements, both written and oral, between the Parties relating to the subject matter hereof.

12.7 Press Releases and Use of Buyer's Name and Logo.

a. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of this Agreement, or the sale or purchase of Net Energy Billing Credits. Each Party shall have the right to approve (with such approval not to be unreasonably withheld, conditioned or delayed) any publicity materials, press releases, or other public statements by another Party that refer to, or that describe, any aspect of this Agreement, or the sale or purchase of Net Energy Billing Credits. No such releases or other public statements (except for filings or other factual statements or releases as may be required by Applicable Legal Requirements) shall be made by any Party without the prior written consent of the other ~~Parties~~Party, which consent shall not be unreasonably withheld or delayed. No Party shall use the name, trade name, service mark, or trademark of the other in any promotional or advertising material without the prior written consent of the other ~~Parties~~Party, provided that such consent ~~by Buyer~~ may require the Parties to execute a separate trademark licensing agreement.

Seller shall not use Buyer's name or logo, of the logo of Buyer's affiliates, in any marketing materials or statements regarding this Agreement without prior written consent from Buyer.

12.8 No Joint Venture. Each Party will perform all obligations under this Agreement as an independent contractor. Nothing herein contained shall be deemed to constitute any Party a partner, agent or legal representative of ~~any the~~ other Party or to create a joint venture, partnership, agency or any relationship between the Parties. The obligations of each Party hereunder are individual and neither collective nor joint in nature.

12.9 Amendments; Binding Effect. This Agreement may not be amended, changed, modified, or altered unless such amendment, change, modification, or alteration is in writing and signed by ~~all each~~ of the Parties to this Agreement or its respective successor in interest. This Agreement inures to the benefit of and is binding upon the Parties and each of their respective successors and permitted assigns.

12.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

12.11 Further Assurances. From time to time and at any time at and after the execution of this Agreement, each Party shall execute, acknowledge and deliver such documents and assurances, reasonably requested by the other and shall take any other action consistent with the terms of the Agreement that may be reasonably requested by the other for the purpose of effecting or confirming any of the transactions contemplated by this Agreement. No Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section.

12.12 Good Faith. All rights, duties and obligations established by this Agreement shall be exercised in good faith and in a commercially reasonable manner.

12.13 Survival. The provisions of Sections ~~43.1~~ (Title), 4.5 (Title to Net Energy Billing Credits), 5.1 (Payment), ~~5.2 (Records and Audits)~~, 5.3 (Dispute), 8.3 (Termination for Default), 9.1 (Remedies), 9.2 (Limitation of Liability), 9.3 (Indemnification), and 9.4 (Waivers), and Article 12 (Miscellaneous), shall survive the expiration or earlier termination of this Agreement ~~for a period of three (3) years~~. The provisions of Section 5.2 (Records and Audits) shall survive the expiration or earlier termination of this Agreement for a period of six (6) years.

12.14 No Third-Party Beneficiaries. ~~This~~ Except as set forth in Section 10.2(b), this Agreement is intended solely for the benefit of the Parties hereto. Except as expressly set forth in this Agreement, nothing in this Agreement shall be construed to create any duty to or standard of care with reference to, or any liability to, or any benefit for, any person not a Party to this Agreement, except that this Section 12.14 shall not limit the rights of a Lender pursuant to Section 10.2.

[Signature page to follow.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

BUYER

By: _____

Name: _____

Title: _____

SELLER

By: _____

Name: _____

Title: _____

List of Exhibits to Agreement

Exhibit A – Buyer’s Designation of Customer Accounts

Exhibit B – Price

Exhibit C – Projected Monthly Energy

Exhibit D – Distributed Generation Resource(s) description(s)

EXHIBIT A

BUYER'S DESIGNATION OF CUSTOMER ACCOUNTS

[Include listing of Initial Buyer's Customer Accounts]

Incorporate language that allows Buyer in its sole discretion to modify the list of accounts providing that the total Percentage does not change.

DRAFT

**EXHIBIT B
PRICE**

Year	\$/MWh
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	

EXHIBIT C
PROJECTED MONTHLY ENERGY

DRAFT

Exhibit D

DISTRIBUTED GENERATION RESOURCE DESCRIPTION(S)

Project Size	[INSERT] MW DC
Service Territory	[Central Maine Power Company/Emera Maine]
Service Load Zone	Maine
Project Coordinates	[INSERT], [INSERT]
Town	[INSERT], ME
Expected Generation (Year 1)	[INSERT]

Exhibit E

PERFORMANCE GUARANTY

Performance Guaranty. Seller guarantees that during the term of the Agreement, the Distributed Generation Resource will generate the guaranteed Megawatt-hours (MWh (AC)) (“**Guaranteed MWh (AC)**”) of energy set forth as follows:

A. Commencing on the second anniversary of the Commercial Operation Date of a Distributed Generation Resource, if on that date and on each successive twenty-four (24) month periods thereafter, the Actual MWh (AC) (defined below) generated by the Distributed Generation Resource and credited to Buyer’s account(s) over the prior 24-month period is *less* than the Guaranteed MWh (AC) (defined below) over that same 24-month period, then Seller will pay Buyer an amount equal to the difference between the Guaranteed MWh (AC) and the Actual MWh (AC) multiplied by the Guaranteed Energy Price per MWh (AC) (defined below) for that same 24-month period.

B. “**Guaranteed MWh (AC)**” means an AC electricity produced equal to 70% of the Expected Annual Energy Production for a 24 month period as set forth in Exhibit C, subject to the exclusions in Section 2.

C. “**Actual MWh (AC)**” means the AC electricity generated and delivered to the grid by the Distributed Generation Resource in MWh credited by the LDC to Buyer’s account(s) during each 24-month period beginning on the second anniversary of the Commercial Operations Date.

D. “**Guaranteed Energy Price per MWh (AC)**” means (a) the positive difference, if any, between (i) the average net energy billing tariff rate as set by the Maine Public Utilities Commission over the 24-month period (expressed on a per MWh (AC) basis) and (ii) the rate per MWh (AC) set forth in Exhibit B, (b) plus \$20 per MWh (AC).

2. **Exclusions.** The Performance Guaranty shall be suspended for the duration of a Force Majeure event affecting the electricity production of the entire Distributed Generation Resource. To the extent that a Force Majeure event affects energy production of an individual component(s), the Guaranteed MWh (AC) shall be adjusted on a pro-rata basis to reflect such event.

3. **Payments.** Seller will make any payments owed to Buyer under this Exhibit E within sixty (60) days after the end of the relevant 24-month period and subject to the terms of Section 5.3.

4. **Liquidated Damages.** The Parties agree that actual damages to Buyer for breach of the Performance Guaranty is difficult to ascertain, and the applicable payment amount set forth in this Exhibit E is not a penalty but is a reasonable approximation of the damages suffered by Buyer in the event the Seller fails to meet the Performance Guaranty.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: February 13, 2020

SUBJECT: **Order 135-19/20 Amending Order 92-19/20 By Increasing the Total Project Amount in the Cooperative Agreement between Portland and the Maine Department of Transportation Re: Deering's Corner Roundabout - 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

This item approved the increased cost of the Deering's Corner Roundabout project, following the bid award.

II. AGENDA DESCRIPTION

The bid price for the construction of the Deering's Corner Roundabout was more than \$660,000 higher than estimates made before the bids were received by the Maine Department of Transportation (MaineDOT). This order amends Order 92-19/20, which approved the lower estimated total, by approving the new total project price of \$3,940,770.51.

Shaw Brothers Construction, Inc. was the lowest bidder on the project. The Deering's Corner Roundabout will reconfigure the five-way intersection of Brighton and Deering Avenues and Falmouth and Bedford Streets. The new local share for this project is \$985,192.63.

This item must be read on two separate days. This is its first reading. Staff is requesting that the second reading be waived, which requires seven affirmative votes. Staff also requests that the order be passed as an emergency, allowing the work to be awarded and the contract to be signed. Seven affirmative votes are required for passage as an emergency after public comment.

III. BACKGROUND

The City, in partnership with PACTS, conducted a study in 2013 to complete an alternatives analysis for the Brighton-Deering-Falmouth intersection. Following the assessment of several alternatives, a roundabout-based outcome was recommended. This outcome was supported through the public process, and on August 5, 2013, the Portland City Council adopted the study as an Approved Transportation Master Plan.

The approved alternative would accomplish the following:

Reconstruct the intersection of Brighton-Deering-Falmouth as a roundabout;

Eliminate the leg of Brighton Avenue between Falmouth and Bedford Streets; and

Convert Bedford Street immediately east of Deering Avenue to a two-way street.

The City has had two Public Meetings for this Project: April 12, 2012 and January 16, 2018. The Department of Public Works staff met with the local neighborhood group on June 13, 2018 and March 27, 2019. After completion of the project, MaineDOT will discontinue Brighton Avenue south of Falmouth Street. This segment has a Federal Highway Administration designation. This will result in the City and the University of Southern Maine, as abutters, owning to the centerline of the street. Post-construction, the portion of the property under City control will be conveyed to the University.

In the course of developing the project, Department of Public Works staff researched the historic neighborhood, which still includes the Deering Farm House close to the intersection. The project was named Deering's Corner Roundabout after the Deering Family, who once owned a farm here, and who donated Deering Oaks Park to the City in 1879, in exchange for a tax abatement.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The Deering's Corner Roundabout will greatly improve the throughput and congestion at the intersections of Brighton and Deering Avenues and Falmouth Street. The intersection and the surrounding area much will be safer for pedestrians and bicycles, because the effects of a Roundabout slow the vehicle speeds down and shorten the crossing lengths of each road crossing. MaineDOT/ PACTS funds will pay for 75% of the costs.

V. FINANCIAL IMPACT

The Deering's Corner Roundabout project local share cost increased from \$818,059.00 to \$985,192.63 with the award of the work to the winning bidder, Shaw Brothers Construction, Inc.

This fiscal impact of the incremental increase in local project cost is below the threshold for a required fiscal note. The incremental increase in project cost will result in approximately \$11,700 of annual debt service for the 20 year life of the bonds.

Please see the fiscal note prepared for Order 92-19/20, which first approved the project.

VI. STAFF ANALYSIS AND BACKGROUND

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

VII. RECOMMENDATION

The Department of Public Works recommends approval.

VIII. LIST ATTACHMENTS

1. Amendment to Order 92-FY20 re Roundabout MDOT 2.19.2020
2. 2.19.2020 Mod 1 Roundabout Portland WIN 018624.00
3. Order 92-19.20
4. Roundabout Fiscal Impact (2) (1)
5. roundabout (1)
6. DeeringRoundabout (1)

Prepared by:

Date: 2/13/2020

KATE SNYDER (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
TAE Y. CHONG (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 AMENDING ORDER 92-19/20
BY INCREASING THE TOTAL PROJECT AMOUNT IN
THE COOPERATIVE AGREEMENT BETWEEN PORTLAND
AND THE MAINE DEPARTMENT OF TRANSPORTATION
RE: DEERING'S CORNER ROUNDABOUT**

ORDERED, that the Cooperative Agreement between the Maine Department of Transportation and the City of Portland for the Deering's Corner Roundabout to be located at the intersection of Brighton Avenue, Deering Avenue and Falmouth Street with State Work Identification Number 018624.00 and a total project amount of \$3,940,770.51 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; and

BE IT FURTHER ORDERED, that this amendment is enacted as an Emergency, pursuant to Article II, Section 11 of the Portland City Charter, in order to make it effective immediately and allow the project to be awarded to the Contractor.



MaineDOT use only	
CTM #:	20200128000000000364
CSN:	41296
TEDOCS #:	
PROGRAM:	Multimodal

MAINE DEPARTMENT OF TRANSPORTATION
Modification 1 to a Locally Administered Project Agreement

With the
City of Portland
Regarding

Construction of a Roundabout at Brighton/Deering/Falmouth Intersection

(Payable Agreement)

MaineDOT Use Only	
Modified Agreement Amount: <u>\$3,940,770.51</u>	Federal Authorization Date: <u>08/30/2018</u>
Federal Share: <u>\$2,955,577.88</u>	Federal Project #: <u>1862400</u>
State Share: <u>\$0.00</u>	Project WIN: <u>018624.00</u>
Municipal Share: <u>\$985,192.63</u>	Municipality's Vendor ID: <u>VC1000073476</u>
Agreement Begin Date: <u>09/04/2018</u>	Municipality's DUNS #: <u>07-174-7802</u>
Agreement End Date: <u>12/31/2022</u>	CFDA #: <u>20.205</u>

Modification 1 amends an Agreement for a federal-aid project between MaineDOT and Portland that was executed on December 17, 2019 for the development of a traffic roundabout, as follows:

- ☐ **Increased Project Cost.** The estimated Project Cost shall be increased by \$668,534.51 – from \$3,272,236.00 to \$3,940,770.51 because of high bid prices.
- ☐ **Increased Payable Amount.** The maximum payable to the Municipality at the rate of 75 percent of the Project Cost shall be increased by \$501,400.88 – from \$2,454,177.00 to \$2,955,577.88.
- ☐ **Increased Local Share.** The Municipality's 25 percent share of the Project Cost shall be increased by \$167,133.63 – from \$818,059.00 to \$985,192.63. The Municipality shall be responsible in full for all costs exceeding \$3,940,770.51, unless MaineDOT approves otherwise in writing.

All other terms and conditions of the original Agreement shall remain in effect without a gap. MaineDOT and the City of Portland, by their duly authorized representatives, have executed this modification to the original Agreement on the date last signed below.

City of Portland

Maine Department of Transportation

By: _____
Jon P. Jennings, City Manager *

By: _____
Richard J. Crawford, P.E., Director *
Bureau of Project Development

Date: _____

Date: _____

**I certify that the foregoing signature is true and accurate. I further certify – pursuant to 10 M.R.S.A. §9502, et seq. – that the signature, if electronic: (a) is intended to have the same force as a manual signature, (b) is unique to me, (c) is capable of verification, (d) is under my sole control, and (e) is linked to data in such a manner that it is invalidated if the data are changed.*

KATE SNYDER (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
TAE Y. CHONG (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 COOPERATIVE AGREEMENT BETWEEN PORTLAND
AND THE MAINE DEPARTMENT OF TRANSPORTATION
RE: BRIGHTON-DEERING-FALMOUTH INTERSECTION PROJECT**

ORDERED, that the Cooperative Agreement between the Maine Department of Transportation and the City of Portland for the roundabout to be located at the intersection of Brighton Avenue, Deering Avenue and Falmouth Street with State Work Identification Number 018624.00 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
Example:						
ADD: NEW ITEM ANNUAL EXPENDITURES		\$0		\$66,730		\$66,730
LESS: TOTAL NEW ITEM ANNUAL REVENUES		\$0		\$0		\$0
=NEW ITEM NET TAX RATE IMPACT PROJECTION	\$0	\$0	\$66,730	\$66,730	\$66,730	\$66,730
New Program Impact to the Mil Rate	\$0.0000	\$0.0000	\$0.0084	\$0.0084	\$0.0084	\$0.0084
New Program % Impact on Mil Rate	0.0000%	0.0000%	0.0745%	0.0376%	0.0745%	0.0376%
Mil Rate Including New Program	\$11.3400	\$22.4800	\$11.3484	\$22.4884	\$11.3484	\$22.4884

Notes: The CIP impact will actually begin in 2020 and remain for the 20 year life of the bond.



DOT0918-39539 PACTS &
DOT0918-39540 Portland

MaineDOT use only

TEDOCS #: _____
CT #: as referenced above
CSN #: 39539 PACTS & 39540 Portland
PROGRAM: Bureau of Planning

State of Maine
DEPARTMENT OF TRANSPORTATION
COOPERATIVE AGREEMENT

Portland, Maine
Brighton-Deering-Falmouth Intersection Project

MaineDOT Use Only

WIN: 018624.00

Agreement Maximum Amount: \$2,868,809.00

PACTS Vendor Number: PACTS

Agreement Begin Date: 09/04/2018

Municipal Vendor Number: PORTLAND

Agreement End Date: 09/04/2023

This Cooperative Agreement ("Agreement") is entered into by and between the Maine Department of Transportation ("MaineDOT"), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, the Portland Area Comprehensive Transportation System ("PACTS") located at 970 Baxter Boulevard, Portland Maine, and the City of Portland ("Municipality"), a municipality in the State of Maine with offices located at 389 Congress Street, Portland, Maine, hereinafter referred to as the ("Parties.")

RECITALS

- A. The work that is the subject of this Agreement is the design and construction of a traffic roundabout to be located at the intersection of Brighton Avenue, Deering Avenue and Falmouth Street in Portland, Maine (the "Project") described in **Attachment A** and depicted on **Attachment B**, both of which are attached hereto and made a part hereof.
- B. MaineDOT, through its partnership with Maine's Metropolitan Planning Organizations ("MPOs"), is charged with managing and dispersing state and federal funds to support capital improvement projects programmed by the MPOs. PACTS is MaineDOT's MPO partner for the Portland Urbanized Area.
- C. PACTS, with the Municipality's support, has programmed the Project for inclusion in the CY2015-2016-2017 MaineDOT Work Plan, using federal capital improvement funding allocated by MaineDOT
- D. The Municipality, unless otherwise specified in this Agreement, will be responsible for executing all phases of the Project as a locally administered project ("LAP").

- E. The Municipality and PACTS will share in Project costs in accordance with the Financial Provisions section of this Agreement, with PACTS' share being an allocation of federal MPO funds disbursed to the Municipality by MaineDOT on PACTS' behalf.
- F. 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.
- G. This Agreement is intended to cover the roles and responsibilities of the Parties during all phases of Project development through construction, and to establish the financial obligations of each Party, including that of full Project development through construction.
- H. Upon completion of the Project's plans, specifications and estimate ("PS&E"), the Parties will assess when the Project will advance to full Project construction, and this Agreement will be modified to reflect updated Project costs. MaineDOT and the Municipality will then enter into a separate Locally Administered Federal-Aid Project Agreement (the "LAP Agreement") to establish responsibilities of MaineDOT and the Municipality through the advertisement, award, construction and construction engineering phases of the Project.

AGREEMENT

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

The following attachments are hereby incorporated into this Agreement:

- Attachment A - Scope of Work
- Attachment B - Concept Design
- Attachment C - Disposition of Impacted University of Maine System Properties

1. Project Cost Sharing and Payment Schedule:

- a. **Financial Obligations:** The total estimated cost of the Project through all phases is \$2,868,809.00 (the "Project Estimate"), as further set out in the table below. The Parties agree to share in all costs associated with all phases of the Project through construction (the "Total Project Costs") in accordance with the allocations outlined below (the "Party Shares") unless otherwise set out in this Agreement or negotiated by mutual agreement of the Parties.
 - i. **Federal Share** (provided through PACTS Federal Allocation) - 75% of federally participating costs, up to a maximum of \$2,151,606.75.
 - ii. **Municipal Share** (provided through the Municipality's obligation of funds) - 25% of federally participating costs, which is estimated at \$717,202.25, plus 100% of the following costs exceeding the Project Estimate:

- a. All Project costs exceeding the Project Estimate, unless otherwise agreed to in writing by the Parties through a written modification to this Agreement;
- b. Any costs deemed ineligible for federal participation;
- c. All costs incurred by the Municipality associated with acquiring and furnishing any additional Right of Way necessary to construct and maintain the Project;
- d. All Project costs associated with mitigation activities made necessary by Section 106 of the National Historic Preservation Act ("NHPA");
- e. All costs associated with combined sewer overflow ("CSO") activities, Bedford Street sewer replacement, and rain gardens for storm water treatment within the limits of the Project.

Work Phase	Maximum Estimated MPO Share (Federal and State)		Estimated Municipal Share		Estimated Total Cost
	%	\$	%	\$	\$
Preliminary Engineering	75%	\$ 11,250.00	25%	\$ 3,750.00	\$ 15,000.00
Right of Way	75%	\$ 90,000.00	25%	\$ 30,000.00	\$ 120,000.00
Construction	75%	\$ 1,893,408.00	25%	\$ 631,136.00	\$ 2,524,544.00
Construction Engineering	75%	\$ 156,948.75	25%	\$ 52,316.25	\$ 209,265.00
Total Project Shares		\$ 2,151,606.75		\$ 717,202.25	\$ 2,868,809.00

- b. **Updated Total Project Costs:** When the Project proceeds to full development and construction, the Parties will enter into a modification of this Agreement to reflect the updated Total Project Costs (the "Modification") in accordance with the terms further set out herein.
 - i. If the Total Project Costs exceed the Project Estimate the Municipality will consult with PACTS and MaineDOT before such adjustments are approved and implemented. Any approved adjustments will be in writing.
 - ii. If the Total Project costs are less than the Project Estimate, the amounts owed by each Party will be adjusted according to the share percentages set out above.
- c. **MaineDOT Costs:** Costs that MaineDOT incurs for right of way acquisition activities and other services performed for the Project (the "MaineDOT Costs") shall be charged to the Project and applied against the Federal Share and the Municipal Share at the rates set out above. MaineDOT will reconcile these costs upon completion of the Project and resolution of all acquisition claims, and deduct the Municipality's share of the MaineDOT Costs from MaineDOT's final disbursement to the Municipality of PACTS' MPO funds.

- d. **Payment Schedule:** Invoicing and payment schedules will be established in the LAP Agreement that MaineDOT and the Municipality will enter into in accordance with the terms of this Agreement.
2. **Project Milestones:** The Municipality agrees to share information about the Project with MaineDOT and PACTS at the following milestones:
- Project kickoff/initial team meeting/formal public contact;
 - Horizontal/Vertical Alignment Complete (HVAC);
 - Preliminary public meeting;
 - Preliminary Design Report (PDR) complete;
 - Formal public meeting(s);
 - Plan Impacts Complete (PIC);
 - Peer reviews as may be needed pending unforeseen design changes;
 - Plans, Specifications and Estimate (PS&E) complete;
 - Changes in the Project schedule or engineer's estimate of costs.
3. **Project Design, Construction Plans and Specifications:**
- a. **MaineDOT services provided to Municipality:** In support of the Municipality's implementation and oversight of the Project, MaineDOT agrees to provide the following services:
- i. Assignment of a Project Manager to carry out MaineDOT's responsibilities under this Agreement. The MaineDOT Project Manager or a designee will have the authority to request design changes to meet applicable laws and design standards; accept or reject any invoice; review construction activities to ensure compliance with contract documents; and take all other actions necessary to ensure that work performed on the Project is conducted in accordance with the terms of this Agreement.
 - ii. Provision of technical assistance to the Municipality in the preparation of the PDR, design plan impacts, and final PS&E for the Project, which shall require MaineDOT's review and approval prior to advertisement or construction of the Project.
 - iii. Identification of the Project's environmental impacts with regard to the following: Section 106 of the National Historic Preservation Act (NHPA); Section 4(f) of the US Department of Transportation (DOT) Act; Section 7 of the Endangered Species Act; and applicable environmental regulations related to hazardous materials; and preparation of the appropriate level of environmental documentation and necessary supporting technical studies/reports to satisfy the requirements of the National Environmental Protection Act (NEPA).
 - iv. Performance of pavement design using the mechanistic-empirical procedure.

- v. Oversight of all peer reviews in accordance with MaineDOT's requirements.

b. Preliminary Project Development:

- i. The Municipality shall assign a full-time municipal employee with appropriate qualifications and current Local Project Administration ("LPA") certification from MaineDOT to manage the Project and carry out the Municipality's responsibilities under this Agreement. This Local Project Administrator shall abide by the guidance in the latest edition of MaineDOT's *Local Project Administration Manual & Reference Guide* ("LPA Manual.")
- ii. Except as otherwise set out in this Agreement, the Municipality shall prepare, or cause to be prepared, all design exceptions, specifications, estimates and contract documents for the Project in accordance with the appropriate reference publications, including but not limited to MaineDOT's *Engineering Instructions*, *Highway Design Guide*, *Standard Specifications* and *Standard Details*, as well as the federal *Manual on Uniform Traffic Control Devices for Streets and Highways* entirely at its cost. The design of the Project shall comply with the Americans with Disabilities Act ("ADA") (the "Project Development Materials").
- iii. As a component of preparing the Project Development Materials, the Municipality shall also:
 - 1. Identify all utilities impacted by the development of the Project and coordinate any necessary relocation activities associated therewith in accordance with MaineDOT's *Utility Accommodations Policy*.
 - 2. Perform all necessary permitting and licensing activities required in connection with the Project.
 - 3. Be responsible for implementing any required mitigation activities identified during the environmental review process and analysis.
 - 4. Work with MaineDOT to determine an acceptable pavement design for the Project that meets or exceeds the Municipality's standard detail for arterial streets.
 - 5. Develop and submit a traffic management plan for MaineDOT approval prior to construction which conforms to the latest edition of the Federal Highway Administration's *Manual of Uniform Traffic Control Devices for Streets and Highways*.

c. **Right of Way Acquisition Activities:**

- i. USM Property. Project implementation will require the Municipality's acquisition of certain property rights currently held by the University of Maine System (the "USM Property"), as further outlined in the Memorandum of Understanding attached hereto as **Attachment C** and made a part hereof. The Municipality is in the process of negotiating a final and binding agreement with the University of Maine regarding the conveyance of the USM Property (the "USM Agreement") to the Municipality, the approval, and execution of which are mandatory conditions to the Project moving forward and the execution of this Agreement. The Municipality will perform, or cause to be performed, all necessary right-of-way mapping, title examination, appraisal, appraisal review, negotiation and acquisition activities related to its acquisition of the USM property. Right of Way maps developed by or on behalf of the Municipality shall be provided to MaineDOT in a MicroStation-compatible format. The Right of Way maps must be reviewed and approved by MaineDOT, and shall meet the specifications of MaineDOT's *Right of Way Manual* and show all rights obtained for the Project.
- ii. MaineDOT will perform, or cause to be performed, all right-of-way related title examination, appraisal, appraisal review, negotiation and acquisition/condemnation activities for any property rights that must be acquired to accommodate the Project, other than those involving the USM Property. The Municipality will perform, or cause to be performed, all necessary mapping services reflecting such property acquisitions. MaineDOT shall not initiate any negotiation activities with affected property owners until the following milestones have been reached: 1) the USM Agreement has been approved by the Municipality's City Council and the University of Southern Maine's Board of Trustees and executed by an authorized official of each party; 2) all associated periods of due diligence set out in the USM Agreement have passed; 3) all conditions precedent to closing have been resolved to the satisfaction of the Municipality and USM in accordance with the terms of the USM Agreement, clearing the way for a closing to occur; and 4) a formal closing date for conveyance of the USM Property has been jointly agreed upon by the Municipality and USM. These conditions are intended to ensure that Project negotiations are not initiated until the Municipality's ability to secure ownership of the USM Property has been made certain. MaineDOT will make its best efforts to meet the Municipality's preferred schedule of advertising the Project for construction within twelve months of the initiation of negotiations.
- iii. The Municipality shall coordinate with all abutters and others holding vested interests in the Project, and shall designate a representative to accompany MaineDOT during MaineDOT's negotiations with affected property owners to explain Project design and impacts.

- iv. Upon completion of Project construction and prior to final Project close-out, the Municipality shall convey to MaineDOT for permanent public use any municipal property needed to accommodate the Project, including all rights acquired from the University of Maine System for that purpose.
 - v. The Municipality shall certify to the Federal Highway Administration that all necessary title interests have been secured prior to the Project being advertised for construction.
 - vi. The Parties acknowledge that final Project costs associated with right of way acquisition activities shall not be finalized until Project construction is complete and all acquisitions have been settled or resolved through appropriate appeal channels.
- d. **Contract Administration:** The Municipality shall be the sole administrator of the Project contract(s). The Municipality will pay up front all Project costs, subject to cost sharing by the Municipality and PACTS as specified in the **Project Cost Sharing and Payment Schedule** set out herein. No Party to this Agreement, nor its contractors, will be required to pay for inspections and permits from the Municipality.
- e. **Modification of Project Costs and Subsequent Construction Implementation:**
- i. After the final PS&E package is prepared, the Parties shall enter into the Modification of this Agreement based on updated Project cost estimates.
 - ii. MaineDOT and the Municipality will then execute an LAP Agreement covering their obligations regarding Project advertisement, award, construction and construction engineering. Said LAP Agreement will incorporate financial obligations that are consistent with those reflected in the Modification, unless such terms are otherwise negotiated by mutual agreement of the Parties.
 - iii. The LAP Agreement shall also require that the Municipality furnish all construction engineering services for the Project with Municipal forces or with a consultant approved by MaineDOT.
4. **Public Involvement:** The Municipality shall be responsible for implementing and leading any and all required public involvement activities and any necessary media coordination associated with the any phases of the Project covered by this Agreement. Upon request of the Municipality, the Parties agree to participate as partners in all such actions, and to publicly support the Project at all public involvement activities associated with this Project. The Municipality shall provide a court reporter to document all public meetings.

5. Changes to Project Scope:

- a. The Municipality will consult with PACTS and MaineDOT before implementing any adjustments to the Project scope, and PACTS and MaineDOT will, likewise, notify the Municipality of any proposed changes they wish to implement.
- b. The Municipality, at its election, may cause changes to be made or work added to the Project during final design or construction that benefit the Municipality, provided that the Municipality shall pay one hundred percent (100%) of any additional administrative, design and construction costs associated therewith. All such changes shall conform to MaineDOT's standard design specifications.
- c. MaineDOT may request that changes be made or work added to the Project during final design or construction that benefit MaineDOT, provided that MaineDOT shall pay one hundred percent (100%) of any additional administrative, design and construction costs associated therewith.

6. Termination:

- a. The Municipality reserves the right to terminate the Project for any reason prior to MaineDOT's initiation of negotiations for the anticipated acquisitions of property rights. If the Municipality's termination under this clause is not directed by MaineDOT and PACTS, the Municipality shall be responsible for reimbursing MaineDOT and PACTS fully for any and all Project costs incurred in reliance on the Municipality's commitment documented in this Agreement. All federal funds returned to MaineDOT by the Municipality, as well as all federal funds remaining in the Project, shall be made available to PACTS for reprogramming once the Project is closed out.
- b. MaineDOT may postpone, suspend, abandon or otherwise terminate this Agreement upon thirty (30) days written notice to the Municipality and PACTS 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 the satisfaction of MaineDOT.
- c. This Agreement may be terminated at any time by mutual written agreement of all Parties.
- d. In no event shall any such action taken under this section 6 be deemed a breach of contract, nor shall it represent any individual Party's waiver of claims for breach of contract or its right to any other remedy it may have pursuant to this Agreement, or at law or in equity.
- e. In the event of Project termination, all provisions of this Agreement shall become null and void except for the financial obligations incurred by each Party as of the effective date of such termination in accordance with the terms set out in this Agreement, as

well as those provisions to this Agreement that by their very nature are intended to survive.

- f. With the exception of the provisions so noted, all provisions of this Agreement shall expire upon: 1) the Parties' payment of all Party shares due to the Municipality upon completion of the Project and final disposition of quantities or upon final payment by the Municipality of any Project costs as hereinbefore provided, whichever occurs later; or 2) until terminated under provisions of this Termination section; or 3) until superseded by a new agreement.

7. Miscellaneous Provisions:

- a. Amendments and Modifications. This Agreement, and all attachments, may only be modified or amended in writing and signed by duly authorized representatives of the Parties.
- b. Indemnification. To the extent permitted by law, the Municipality and PACTS shall each individually indemnify, defend and hold harmless MaineDOT, its officers, agents and employees from all claims, suits or liabilities arising from the indemnifying Party's own negligent or wrongful acts, errors or omissions or by that Party's officials, employees, agents, consultants or contractors. Nothing herein shall waive any defense immunity or limitation of liability that may be available under the Maine Tort Claims Act (14 M.R.S. Section 8101 et seq.) or any other privileges or immunities provided by law. This provision shall survive the termination or expiration of the Project.
- c. Obligation of State Funds. Anything herein to the contrary notwithstanding, the Municipality and PACTS acknowledge and agree 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 the federal government and, therefore, this Agreement does not create any obligation on behalf of MaineDOT in excess of such appropriations.
- d. Municipal Authority and Obligation of Municipal Funds. The Municipality represents that it has received all necessary approvals or authorizations by its governing authorities to approve the Project and enter into this Agreement, and that it has obligated the necessary funds to satisfy its Municipal Share of the Project Costs outlined herein.
- e. 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.

- f. Assignment. No assignment of this agreement is contemplated, and in no event shall any assignment be made without the express written permission of MaineDOT.
- g. Independent Capacity. The Municipality and PACTS, their respective employees, agents, representatives, consultants and contractors shall not act as officers, employees or agents of MaineDOT.
- h. Governing Law. This Agreement shall be construed under the laws of the State of Maine. Additionally, all activities under this Agreement shall be performed in accordance with applicable federal laws and regulations, including without limitation Title 23 in the U.S. Code (USC) for statutory law, Title 23 in the Code of Federal Regulations (CFR) for administrative law, and Title 2 CFR, Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."
- i. Binding Effect. The Parties shall be bound by the terms of this Agreement. This provision shall apply to the Agreement's executors, their successors, administrators and legal representatives.
- j. Notice. Any communications, requests or notices required or appropriate to be given under this Agreement shall be in writing and 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. Alternatively, communication may be sent via email and shall satisfy the delivery requirements of this section through express acknowledgement of receipt by the receiving party. Said communications, requests or notices shall be sent to the other party as follows:

MaineDOT: Maine Department of Transportation
16 State House Station
Augusta, ME 04333-0016
Attn.: Darryl Belz, Project Manager
Phone: (207) 624-3275
Email: Darryl.Belz@maine.gov

Municipality: City of Portland
Public Works Department
55 Portland Street
Portland, ME 04101
Attn.: Conrad Welzel, Project Manager
Phone: (207) 756-8170

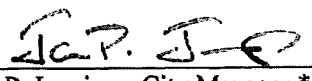
Email: cwelzel@portlandmaine.gov

PACTS:

PACTS
Portland Area Comprehensive Transportation System
970 Baxter Boulevard
Portland ME 04101
Attn.: Sara Zografos, Transportation Director
Phone: (207) 774-9891
Email: szografos@gpcog.org

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

 Date 7/9/18
~~Jon P. Jennings, City Manager *~~ Kristina Egan, GPCOG Executive Director *
for Portland Area Comprehensive Transportation System
Duly authorized

 Date 10/26/17
Jon P. Jennings, City Manager *
City of Portland
Duly authorized

 Date 9/4/18
Herb Thomson, Director, Bureau of Planning *
Maine Department of Transportation
Duly authorized

** 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.*

APPROVED AS TO FORM:

CORPORATION COUNSEL'S OFFICE

Order 15-17/18

Motion to postpone to August 21, 2017: 9-0 on 7/24/2017

Motion to postpone to September 18, 2017: 8-0 (Ray absent) on 8/21/2017

Motion to postpone to October 16, 2017: 9-0 on 9/18/2017

Passage: 8-0 (Strimling absent) on 10/16/2017

Effective 10/26/2017

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**

DAVID H. BRENERMAN (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER APPROVING AGREEMENT BETWEEN PORTLAND, PORTLAND AREA
COMPREHENSIVE TRANSPORTATION SYSTEM
AND MAINE DEPARTMENT OF TRANSPORTATION
RE: BRIGHTON-DEERING-FALMOUTH INTERSECTION ROUNDABOUT**

ORDERED, that the three-party agreement between the Maine Department of Transportation (MDOT), the Portland Area Comprehensive Transportation System and the City of Portland, for the design and construction of the Brighton-Deering-Falmouth-Street Intersection Roundabout, with the MDOT identification number of 018624.00, 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.

ATTACHMENT A

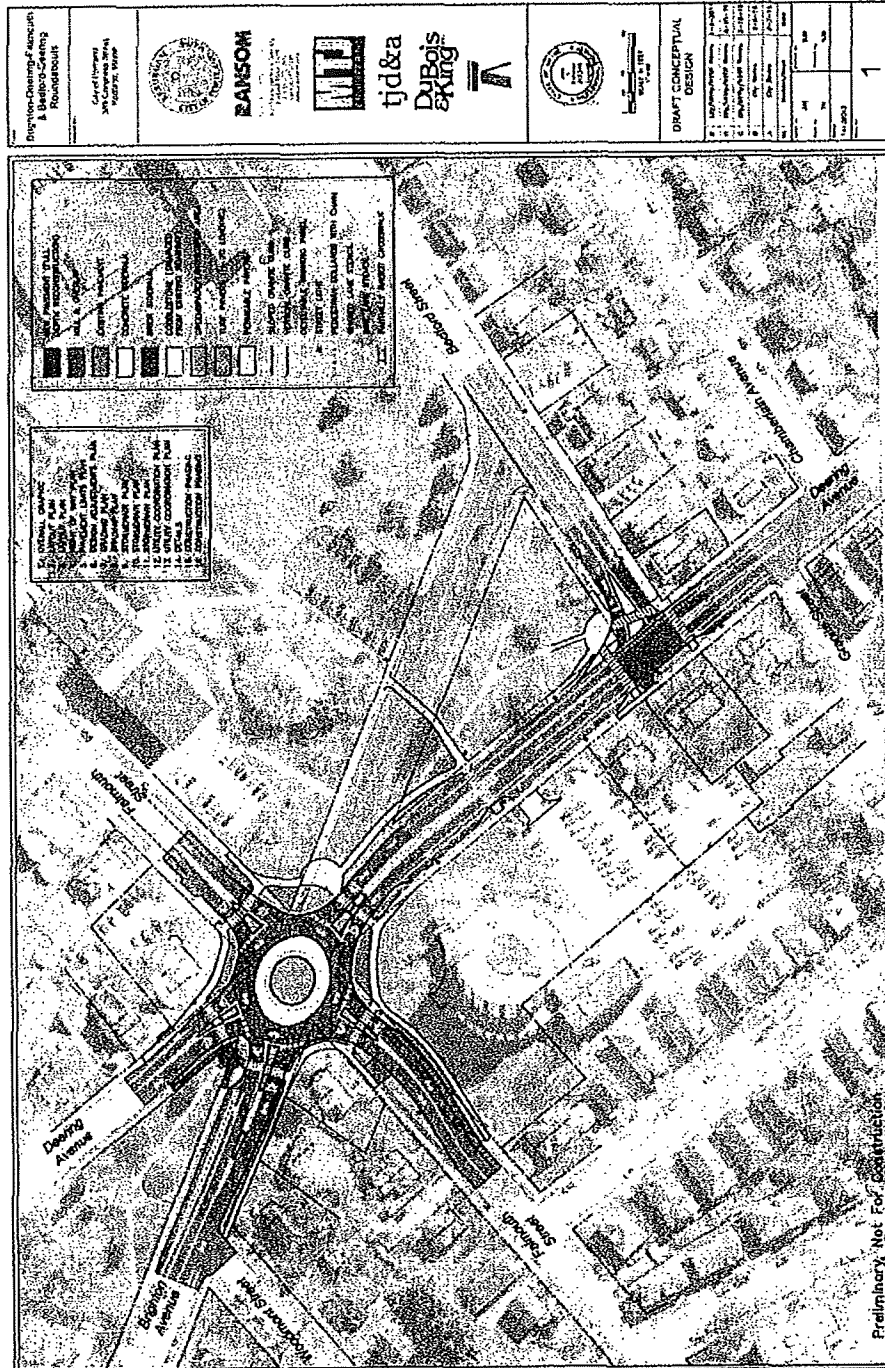
Scope of Work

The proposed scope of work is to:

- Widen and adjust the intersection of Brighton Avenue with Deering Avenue and Falmouth Street to facilitate the construction of a single-lane roundabout.
- Reconstruct and realign the approaches to this intersection as necessary to satisfy design requirements for entering geometry and truck movements.
- Abandon the segment of Brighton Avenue between Falmouth Street and Bedford Street, thus resulting in a roundabout design with five approaches, as opposed to six.
- Convert Bedford Street between Deering Avenue and the to-be-abandoned segment of Brighton Avenue to two-way vehicular flow.
- Adjust the geometry of Bedford Street and Deering Avenue to facilitate truck movements. The Bedford Street approach will allow for right turns only.
- Provide high-quality pedestrian facilities throughout, including grading adjustments to enhance crossings at the proposed roundabout.
- Provide street lighting, landscaping, and other amenities to enhance existing park space as well as to provide a gateway treatment for this portion of the City of Portland.
- Provide supporting infrastructure for METRO activities.

ATTACHMENT B

Concept Design



ATTACHMENT C

Disposition of Impacted University of Maine System Properties

MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF PORTLAND AND THE UNIVERSITY OF MAINE SYSTEM

This Memorandum of Understanding ("MOU") is made this 19 day of January, 2017 between the City of Portland, a body politic and corporate with a mailing address of 389 Congress Street, Portland, Maine 04101 ("City"), and the University of Maine System, acting through the University of Southern Maine, with a mailing address of Real Property Contract Administration, 37 University Drive, Robinson Hall, Augusta, Maine 04330 ("University").

Whereas, by Order 26-13/14 dated August 5, 2013, the City approved the Brighton-Deering-Falmouth Intersection Study as a Master Plan in substantially the form included in a certain August 2013 Final Report prepared by Vancasse Hangen Brustlin, Inc. (the "Report"); and

Whereas, as described in the Report, the City desires to construct, operate, and maintain a proposed roundabout at the intersection of Brighton Avenue/Deering Avenue/Falmouth Street, (the "Project") as generally depicted in the diagram attached hereto as Exhibit A (the "Plan"); and

Whereas, the Project will impact a portion of Bedford Park, a triangular parcel of land bordered by Brighton Avenue, Deering Avenue, and Bedford Street, which is a dedicated City park, but is not in the City's Land Bank; and

Whereas, the City's deed to Bedford Park, recorded in the Cumberland County Registry of Deeds in Book 1290, Page 35, permits using the Park for the purposes of widening the adjacent streets; and

Whereas, on July 1, 2015, the City's Parks Commission approved the use of a portion of Bedford Park for street widening as required by the Project; and

Whereas, the Project will also impact portions of several parcels of land owned by the University, which the University must convey to the City to complete the Project; and

Whereas, in exchange for such conveyances, City and University staff desire that the parties enter into Agreements addressing the matters set forth below; and

Whereas, City and University staff both desire to proceed expeditiously with the matters set forth in this MOU in order to achieve a timely and successful outcome of the Project.

NOW THEREFORE, provided that the City proceeds with the Project, City and University staff intend to pursue final binding agreements addressing the following matters:

1. The University will convey to the City for the sum of one dollar approximately 3,694 square feet of land that it owns at 246 Deering Avenue, which is located at the area marked 5 on the Plan.
2. The University will convey to the City for the sum of one dollar approximately 884 square feet of land that it owns at the southeast corner of the intersection of Brighton Avenue, Falmouth Street, and Deering Avenue, which is located at the area marked 6 on the Plan.
3. The University will cede its use of a 9,500 square foot parking lot adjacent to Brighton Avenue (marked 13 on the Plan) (the "Brighton Avenue Parking Lot"), resulting in the elimination of 26 parking spaces. The Brighton Avenue Parking Lot will be graded, loamed, and seeded as part of the Project at no cost to the University. Title to this property will remain the University's.
4. Subject to applicable zoning and land use regulations and any other applicable laws, rules and regulations, the City will support the University in its efforts to locate parking spaces to replace the Brighton Avenue Parking Lot on other parcels within the University campus. All costs associated with replacing the Brighton Avenue Parking Lot will be borne by the University.
5. In connection with the Project, City staff intend to pursue the discontinuance of the crosshatched portion of Brighton Avenue between Falmouth Street and Bedford Street marked 10 on the Plan (the "Brighton Avenue Land"). If the City does so, the University will waive its right to any damages resulting from the discontinuance. Unless the City desires to maintain a utility or public easement over the Brighton Avenue Land, the City will release its interest in that land to the University. City and University staff acknowledge that it is the intention of both parties for the University ultimately to be the sole owner the discontinued portion of Brighton Avenue to the extent provided by law and subject to any easements retained by the City as described above.
6. Subject to applicable zoning and land use regulations and any other applicable laws, rules and regulations, the University and the City will work cooperatively to create signage and landscaping for the Project.
7. While the streets are open during construction of the Project, the City will allow the University, at the University's sole expense, to update and replace various utility lines connecting the University's Law School with the core of the University Campus, provided that such work does not delay the Project schedule.
8. In the event that the University decides to demolish its buildings at 222 and 228 Deering Avenue during the Project and desires to have the demolition conducted by the Project contractor, the City will work cooperatively with the University, provided that doing so is consistent with all Project contract documents and does not delay the

Project schedule, and provided that the Project contractor and the University desire to enter into a separate contract for such work.

9. The University and the City will work cooperatively on the Project's construction schedule in order to minimize scheduling conflicts during major University and City events.
10. This MOU is not intended to and does not create any contractual rights or a joint venture between the parties. The Parties acknowledge and agree that the terms of this MOU are not binding upon the parties unless and until they are set forth in greater detail in a future agreement or agreements and approved by the City Council of the City of Portland and the Board of Trustees of the University.
11. Either party may terminate this MOU with or without cause and without liability to the other party by providing written notice of such termination to the other party. Such termination shall be effective upon receipt of such notice by the other party.

City of Portland

Witness: *Jon Jennings*

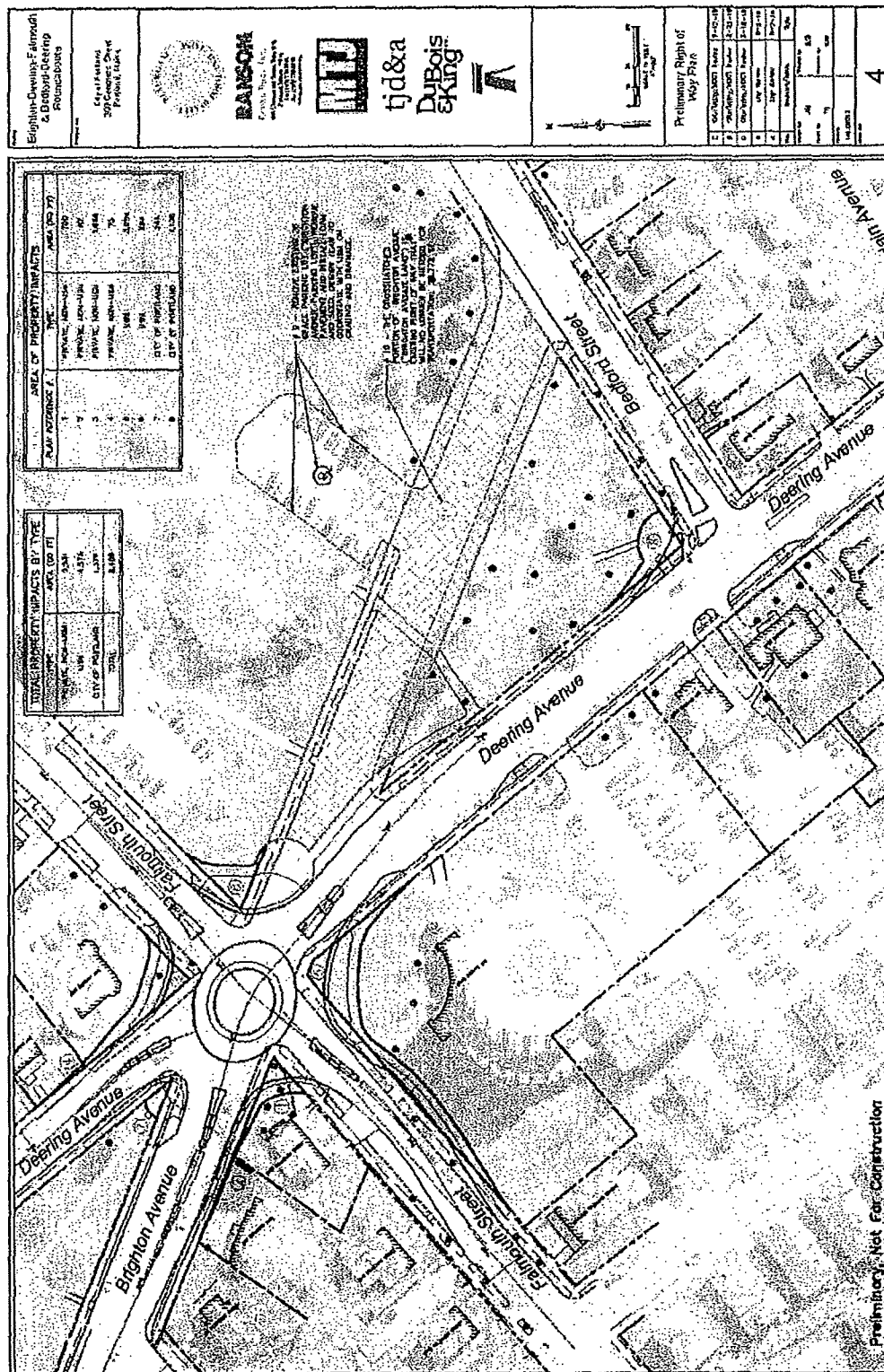
By: *Jon Jennings*
Jon Jennings, City Manager

Witness: *David H. Smith*

University of Maine System
By: *M.F. Chip Gavin*
M.F. Chip Gavin, Chief Facilities
Management and General Services Officer

Approved as to form:

[Signature]
Corporation Counsel's Office



**LAND EXCHANGE AGREEMENT
BETWEEN
CITY OF PORTLAND AND
THE UNIVERSITY OF MAINE SYSTEM**

THIS AGREEMENT is made this 12th day of March, 2018 between the City of Portland, a body politic and corporate with a mailing address of 389 Congress Street, Portland, Maine 04101 ("City"), and the University of Maine System, acting through the University of Southern Maine, with a mailing address of, 5703 Alumni Hall, Orono, Maine 04469 ("University").

RECITALS

Whereas, by Order 26-13/14 dated August 5, 2013, the City approved the Brighton-Deering-Falmouth Intersection Study as a Master Plan in substantially the form included in a certain August 2013 Final Report prepared by Vanasse Hangen Brustlin, Inc. (the "Report"); and

Whereas, the City, through a separate agreement with the Maine Department of Transportation, desires to construct, operate, and maintain a proposed roundabout at the intersection of Brighton Avenue/Deering Avenue/Falmouth Street (the "Project") as generally depicted sheet 1 of the plan entitled State of Maine Department of Transportation Right Of Way Map, Project No. _____, dated July 2017, a copy of which is attached hereto as Exhibit A and made a part hereof (the "Plan"); and

Whereas, portions of the Project are to be constructed on land owned by the University, which land is depicted on the Plan as Parcel No. (7) and Parcel No. (8) and more particularly described in Exhibits B and C attached hereto and made a part hereof, and which the University shall convey to the City pursuant to the terms of this Agreement; and

Whereas, in exchange for such conveyances, the City shall pursue the discontinuance of the green shaded portion of Brighton Avenue between Falmouth Street and Bedford Street on sheet 2 of the Plan, which portion is more particularly described in D attached hereto and made a part hereof (the "Brighton Avenue Land"), and convey the City's interest in the Brighton Avenue Land to the University.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and University hereby agree as follows:

1. Conveyance of University Property to City. For the sum of one dollar and other valuable consideration,
 - a. The University will convey to City the parcel of land depicted on Exhibit A as Parcel No. (7), which parcel contains approximately 4,513 square feet and is a portion of property conveyed to the University of Maine by deeds recorded in

the Cumberland County Registry of Deeds in Book 3047, Page 354; Book 3053, Page 326; Book 3056, Page 504; and Book 3079, Page 537.

- b. The University will convey to City the parcel of land depicted on Exhibit A as Parcel No. (8), which parcel contains approximately 1,099 square feet and is a portion of property conveyed to the University of Maine by deed recorded in the Cumberland County Registry of Deeds in Book 2370, Page 135. Parcels No. (7) and (8) are referred to herein as the "University Property."
- c. In the event that updates to the plan require adjustments to the descriptions of the University Property described in Exhibits B & C, the parties shall agree on revised on descriptions to be included in the deed conveying the University Property to the City.

2. Discontinuance of Brighton Avenue Land; Conveyance of City Property to University.

- a. Upon completion of the Project, and subject to the State lifting its state highway designation and the reversion of jurisdiction to the City, and subject to the City obtaining all other necessary approvals, the City will discontinue the "Brighton Avenue Land" subject to any utility easements of record and a utility easement and public easement to be retained by the City. Provided that the City discontinues the Brighton Avenue Land, the University shall waive its right to any damages resulting from the discontinuance.
- b. Within 180 days after completion of the Project, and provided that the City Council has discontinued the Brighton Avenue Land and any applicable appeal periods have passed, the City shall convey to the University, by municipal quitclaim deed, its interest in the Brighton Avenue Land (the "City Property").
- c. Subject to the provisions of section 9 below, in the event that the City does not discontinue the Brighton Avenue Land and convey its interest in the Brighton Avenue Land land to the University: (1) the City will hire a licensed appraiser, to be agreed upon by the parties, to prepare an appraisal report for the University Property at the City's expense; and (2) within 30 days of receipt of the appraiser's final report, the City will pay the University the appraised value of the University Property.

3. Title And Due Diligence.

- a. Each party will have from the date first set forth above (the "Effective Date") until 4:00 PM Eastern Daylight Savings Time on the day that is ninety (90) days after the Effective Date (the "Due Diligence Period") to complete any survey, environmental review and title examinations, and to undertake such other investigations, testing or inspections as it shall deem appropriate.

- b. During the Due Diligence Period, the University agrees to provide the City with open access, during normal business hours, to any and all of the University's files containing information about the University Property, including, without limitation, reports on soil conditions or other kinds of technical reports regarding the University Property, any information related to infrastructure on the University Property or infrastructure agreements and any information regarding restrictions, covenants or conditions affecting the University Property or the City's intended use of the University Property for roundabout purposes.
- c. Each party will have until the end of the Due Diligence Period to deliver to the other any written objections to title, environmental, or survey matters that the party determines materially affects the use or the cost of development of or construction on the property. Objections not made prior to the end of the Due Diligence Period will be deemed waived; provided, however, that objections pertaining to matters of record first appearing after the end of the Due Diligence Period may be made at any time prior to the closing.
- d. Option to Cure. In the event of a title, survey or environmental objection by a party, the conveying party will have the option, but not the obligation, to cure the objection and will notify other of its election within ten (10) business days after receipt of the objection. In the event that the conveying party elects to cure the objection, it will have sixty (60) days from the date of the notice of election, or such other reasonable time as the parties may agree, to cure the objection. In the event that the conveying party does not elect to cure the objection, or, having elected to cure the objection fails to timely do so to the other's reasonable satisfaction, the objecting party will have the option to (1) terminate this Agreement, after which neither party will have any further obligation or liability to the other under this Agreement, (2) waive the objection and close, or (3) undertake the cure of such objection at its own expense (in which case it shall have 60 days to do so).

4. Conditions Precedent to Closing.

- a. The City shall have no obligation to close on the transactions contemplated by this Agreement if the City decides, in its sole discretion, not to proceed with the construction of the Project. In the event the City decides not to proceed with the Project, this Agreement shall terminate and the parties shall have no further obligations to each other. Provided, however, that in the event that the City terminates this Agreement after the University has conveyed the University Property to the City, the City shall reconvey the University Property to the City as set forth in section 9(e).

5. University's Representations. The University represents to City that the following are true as of the date of this Agreement and will be true as of the dates of the City Property Closing and University Property Closing:

- a. It has full power and authority to enter into this Agreement and to carry out its obligations under this Agreement.
- b. This Agreement has been duly authorized, executed, and delivered and is a legal, valid, and binding agreement of University, enforceable in accordance with its terms, subject to the University of Maine System Board of Trustees approval. The execution, delivery, and performance of this Agreement by University will not violate any judgment or order applicable to University or University's instruments of organization, governance or operation, and will not result in any material breach of, or constitute a material default under, or result in the creation of any material lien, charge, security interest, or other encumbrance upon the University Property or any note, bond, indenture, mortgage, deed of trust, bank loan, or credit agreement to which University is a party or by which the University Property is bound.
- c. University has not received any written notice of any pending condemnation, violation of law, or other legal action of any kind materially and adversely affecting the University Property.
- d. University has no knowledge of any pending or threatened litigation, administrative action, or governmental investigation or examination (including, but not limited to, environmental investigations, examinations, claims, and demands) concerning the University Property.
- e. No third party has any right to acquire all or any part of the University Property.

6. City's Representations. City represents to the University that the following are true as of the date of this Agreement and will be true as of the dates of the City Property Closing and the University Property Closing:

- a. It has full power and authority to enter into this Agreement and to carry out its obligations under this Agreement.
- b. This Agreement has been duly authorized, executed, and delivered and is a legal, valid, and binding agreement of City, enforceable in accordance with its terms. The execution, delivery, and performance of this Agreement by City will not violate any judgment or order applicable to City or City's instruments of organization, governance or operation, and will not result in any material breach of, or constitute a material default under, or result in the creation of any material lien, charge, security interest, or other encumbrance upon the City Property or any note, bond, indenture, mortgage, deed of trust, bank loan,

or credit agreement to which City is a party or by which the City Property is bound.

- c. City has not received any written notice of any pending condemnation, violation of law, or other legal action of any kind materially and adversely affecting the City Property.
 - d. University has no knowledge of any pending or threatened litigation, administrative action, or governmental investigation or examination (including, but not limited to, environmental investigations, examinations, claims, and demands) concerning the City Property.
7. Property Conveyed As Is, Where Is. Each party acknowledges that it will have an opportunity to inspect the property being conveyed to it, and to hire professionals to do so, and that the properties will be conveyed "as is, where is" and "with all faults." Neither party makes any representations or warranties with respect to the accuracy of any statement as to boundaries or acreage, or as to any other matters contained in any description of the property, or as to the fitness of the property for a particular purpose, or as to development rights, merchantability, habitability, or as to any other matter, including without limitation, land use, zoning and subdivision issues, or the environmental, mechanical, or structural condition of the property. Acceptance by the parties of the respective deeds at the closings shall be deemed to be full performance and discharge by the conveying party of every agreement and obligation contained herein except as expressly set forth herein.
8. Closing For The University Property. Time is of the essence in the performance of this Agreement. The closing for the University Property shall be held at City Hall, 389 Congress Street, Portland, Maine at a time agreeable to the parties on or before the day that is 30 days after the end of the Due Diligence Period (the "University Property Closing Date"). At the Closing:
- a. The University shall convey the University Property to City by quitclaim deed with covenant. Title shall be good and insurable title, free and clear of all liens and encumbrances except (i) easements described herein; (ii) easements for utilities servicing the property, and (iii) City ordinances.
 - b. Each party shall deliver to the other such other documents, certificates and the like as may be required herein or as may be necessary to carry out the obligations under this Agreement, and for the City to obtain owners title insurance in form reasonably acceptable to the City.
 - c. Each party shall deliver to the other evidence, reasonably satisfactory to other's counsel, that the transaction has been approved by the parties' respective governing bodies, and that the individuals acting with respect to the Closing and executing documents on behalf the parties are authorized to do so.

d. The recording fee for the deed of conveyance shall be paid for by the City.

9. Closing For The City Property. Subject to the provisions of section 2 above, the closing for the City Property shall be held at City Hall, 389 Congress Street, Portland, Maine at a time agreeable to the parties on or before the day that is 180 days after completion of the Project, provided that the City Council has discontinued the Brighton Avenue Land and any applicable appeal periods have passed. At the closing:

- a. The City shall convey the City Property to the University by municipal quitclaim deed. Title shall be good and insurable title, free and clear of all liens and encumbrances except (i) the public and utility easements retained by the City; (ii) easements for utilities servicing the property, and (iii) City ordinances.
- b. Each party shall deliver to the other such other documents, certificates and the like as may be required herein or as may be necessary to carry out the obligations under this Agreement, and for the University to obtain owners title insurance in form reasonably acceptable to the University.
- c. Each party shall deliver to the other evidence, reasonably satisfactory to other's counsel, that the transaction has been approved by the parties' respective governing bodies, and that the individuals acting with respect to the Closing and executing documents on behalf the parties are authorized to do so.
- d. The recording fee for the deed of conveyance shall be paid for by the University.
- e. Notwithstanding anything to the contrary herein, in the event that the City or the Maine Department of Transportation decide not to fund or otherwise proceed with the Project, the City shall have the right to reconvey the University Property to the University in lieu of making the payment described in section 2(c). The University will cooperate with the City in obtaining any regulatory approvals required for the reconveyance, which shall be obtained at the City's expense.

10. Post-Closing Matters:

- a. During construction of the Project, the University will cede its use of a 9,500 square foot parking lot adjacent to the Brighton Avenue Land (the "Brighton Avenue Parking Lot Property"), resulting in the elimination of 26 parking spaces. The Brighton Avenue Parking Lot Property will be graded, loamed, and seeded as part of the Project by the City and at no cost to the University. Title to this Brighton Avenue Parking Lot Property will remain in the

University. The parties shall enter into a separate license agreement to allow the City or its contractors to enter the University's land to perform such grading, loaming, and seeding and other work associated with the Project.

- b. Subject to applicable zoning and land use regulations and any other applicable laws, rules and regulations, the University and the City will work cooperatively to create signage and landscaping for the Project.
- c. While the streets are open during construction of the Project, the City will allow the University, at the University's sole expense, to update and replace various utility lines connecting the University's Law School with the core of the University Campus, provided that such work does not delay the Project schedule.
- d. The University and the City will work cooperatively on the Project's construction schedule in order to minimize scheduling conflicts during major University and City events.
- e. Subject to applicable zoning and land use regulations and any other applicable laws, rules, and regulations, the City will support the University in its efforts to locate parking spaces to replace the Brighton Avenue Parking Lot on other parcels within the University campus should the University choose to do so. All costs associated with replacing the Brighton Avenue Parking Lot will be borne by the University.

11. Miscellaneous.

- a. This Agreement constitutes the entire agreement between the parties relating to the subject hereof, and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Agreement. No subsequent modification of any of the terms of this Agreement shall be valid, binding upon the parties or enforceable unless made in writing and signed by the parties.
- b. Any obligations in this Agreement that by its terms are intended to be performed after termination or Closing shall survive the same.
- c. All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the first business day after mailing if mailed to the party to whom notice is to be given by first class mail, postage prepaid, certified, return receipt requested, addressed to the recipient at the addresses set forth below. Either party may change addresses for purposes of this paragraph by giving the other party notice of the new address in the manner described herein.

For The City:

City of Portland
ATTN: City Manager
389 Congress Street
Portland, ME 04101

With a copy to:

The Office of the Corporation
Counsel at the same address.

For The University:

M. F. Chip Gavin
Chief Facilities Management and
General Services Officer
25 Bedford Street
Portland, ME 04101

With a copy to:

General Counsel Office
46 University Dr.
Augusta ME, 04330

- d. As an alternative to physical delivery, any signed document and written notice may be delivered in electronic form by facsimile or email. Documents with original signatures shall be provided upon request of any party.
- e. This Agreement shall be construed in all respects in accordance with, and governed by, the laws of the State of Maine. All parties hereto hereby consent to the exclusive jurisdiction of the Superior Court for the County of Cumberland in the State of Maine, for all actions, proceedings and litigation arising from or relating directly or indirectly to this Agreement or any of the obligations hereunder, and any dispute not otherwise resolved as provided herein shall be litigated solely in said Court. If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity or enforcement of the remaining provisions hereof.
- f. This contract shall be binding upon and inure to the benefit of the successors and assigns of the parties.
- g. No waiver of any breach of any one or more of the conditions of this Agreement by either party shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.
- h. The headings and captions appearing herein are for the convenience of reference only and shall not in any way affect the substantive provisions hereof.
- i. The City and Buyer each confirm and agree that each of the time periods set forth herein are essential provisions of the terms of this Agreement.

- j. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the said CITY OF PORTLAND has caused this Agreement to be signed and sealed by Jon P. Jennings, its City Manager, thereunto duly authorized, and UNIVERSITY OF MAINE SYSTEM has caused this Agreement to be signed and sealed by M.F. Chip Gavin, its Chief Facilities Management and General Services Officer, thereunto duly authorized, as of the day and date first above written.

CITY OF PORTLAND

Witness: *Louis Bean*

By: *Jon P. Jennings*
Jon P. Jennings
Its City Manager

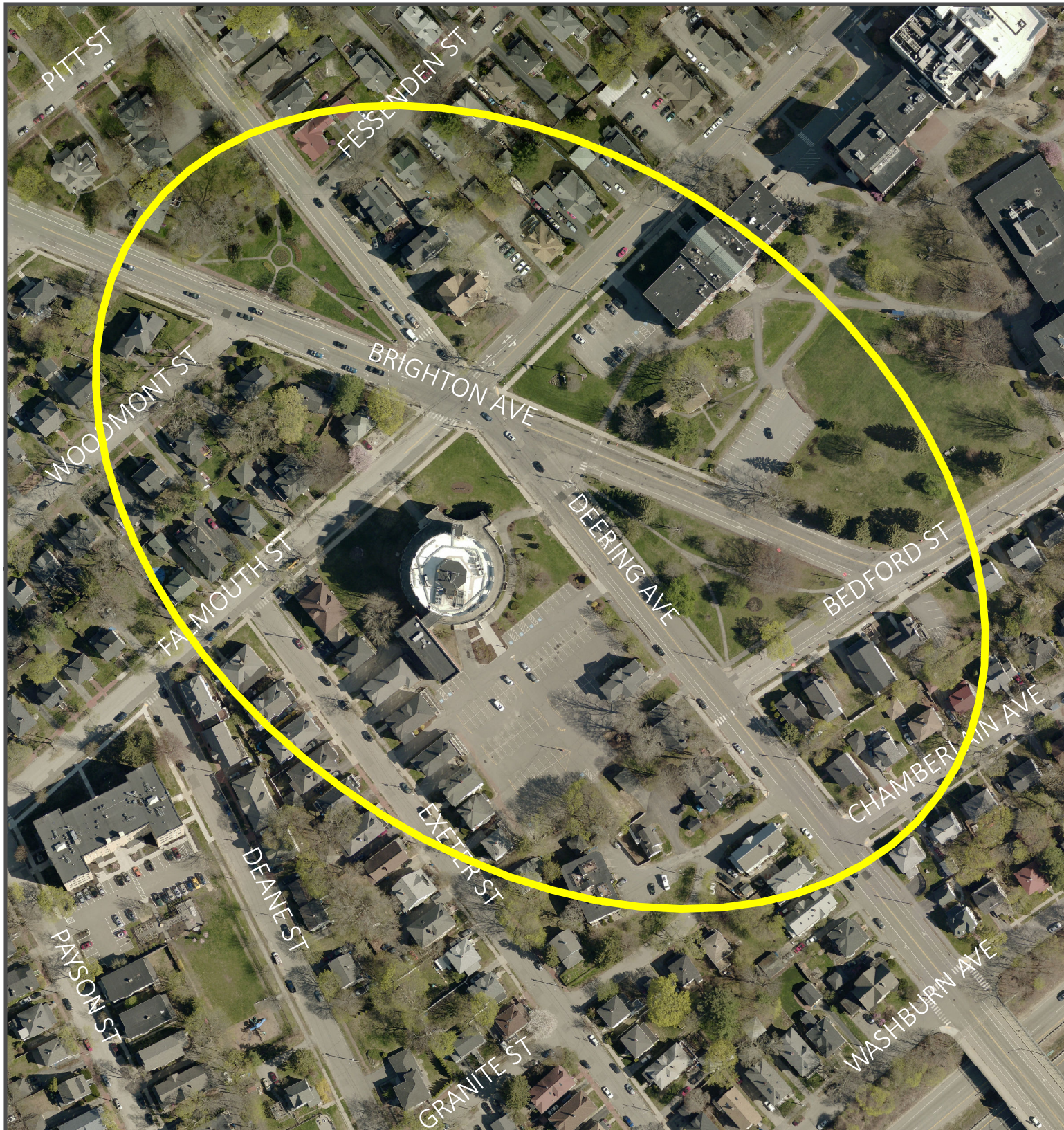
UNIVERSITY OF MAINE SYSTEM

Witness: *Sam McGee*

By: *M.F. Chip Gavin*
M.F. Chip Gavin
Its Chief Facilities Management and
General Services Officer

Approved as to form:

AD
City Corporation Counsel's Office



CITY OF PORTLAND, MAINE
DEPT. OF PUBLIC WORKS
212 CANCO RD, PORTLAND, MAINE 04103
PHONE (207) 874-8846 FAX (207) 874-8852

Project Location

DEERING'S CORNER ROUNDAABOUT



NOVEMBER 2019

DESIGN BY: TSY

0 0.0125 0.025 0.05
Miles

MEMORANDUM
City Council Agenda Item

FROM:

DATE: January 30, 2020

SUBJECT: **Order 136-19/20 Authorizing General Obligation Bonds to Finance a Portion of the City's Fiscal Year 2021 Capital Improvement Program in an Amount not to Exceed \$18,320,000 - Sponsored by the Finance Committee, Nicholas M. Mavodones, Jr., Chair**

SPONSOR: Nick Mavodones, Finance Committee Chair

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

Final Action

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

This order authorizes, and the companion order appropriates, the issuance of general obligation bonds to fund the FY21 Capital Improvement Plan projects as recommended by the City Manager.

II. AGENDA DESCRIPTION

The Finance Committee met on February 5, 2020 and voted 3-0 to forward the bond authorization and appropriation orders to the City Council for approval.

The Fiscal Year (FY) 2021 to FY2026 Capital Improvement Plan (CIP) has been in development since summer 2019 and has been reviewed by the Finance Committee at each of its meetings in 2020. The FY21 Capital Improvement Plan will not increase net debt service related to CIP projects in future City budgets as it was sized to simply offset other CIP debt being retired. The FY21 CIP calls for \$18.3 million(M) of new bond authorization but \$6.5M of this debt service will be repaid via the Sewer and Stormwater Enterprise Funds and another \$1.3M will be funded via the State of Maine School Revolving Renovation Fund (SRRF). The remaining debt service on the other \$10.5M was sized to simply offset debt service related to debt being retired in FY22. Two orders are required: one authorizing the FY21 CIP bonds; and a second appropriating the proceeds and other funding sources for several projects. A complete listing of the projects being authorized is included within the orders. The City Manager released his FY21 CIP in January 2020.

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

III. BACKGROUND

The City Charter requires the City Manager "To prepare a five (5) year rolling capital improvement plan for annual presentation to the city council". Approval of these orders is a critical component of the one year CIP. City staff is working towards earlier approval of the CIP (last year's CIP was approved in February 2019, a significant improvement from previous years). Earlier CIP approval allows the City to get projects out to bid sooner before many of the best contractors have already filled calendars with spring, summer and fall work.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

Intended Result: Approval of the FY21 CIP will allow staff to move forward immediately with the included projects, including many City, School and Sewer/Storm water projects which are slated to begin during 2020 including many which are mandated for completion by year end.

City Council Goal Addressed: As noted previously, the CIP is a requirement of the City Charter and a duty of the City Manager. These actions will trigger compliance with the City Charter requirements.

V. FINANCIAL IMPACT

No net fiscal impact to property tax rates as the debt service was sized to offset debt service coming off the books in FY22. Debt service related to CIP will remain flat.

VI. STAFF ANALYSIS AND BACKGROUND

The Capital Improvement Plan is a comprehensive process which began back in summer 2019. Each Department (including the School Department) performs a comprehensive analysis of their capital needs over the upcoming five or ten years. Each Department then ranks their needs based on priority and submits each project. The complete list of City wide needs is then reviewed as a whole, compared to available funding, and a one and five year CIP recommendation is produced. The current FY21 CIP represents the City Manager's recommended CIP after review and presentation of all Department submissions and consideration of input submitted by elected officials.

VII. RECOMMENDATION

We recommend approval of the FY21 CIP Bond Authorization order.

VIII. LIST ATTACHMENTS

1. Portland FY21 CIP - Authorization Order
2. Portland FY21 CIP Bonds - Project List (Exhibit A)
3. FY21 City Manager Recommended CIP - Introductory Memo and Appendices

Prepared by:

Date: 1/30/2020

KATE SNYDER (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
TAE Y. CHONG (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 AUTHORIZING GENERAL OBLIGATION BONDS
TO FINANCE A PORTION OF THE CITY'S FISCAL YEAR 2021 CAPITAL
IMPROVEMENT PROGRAM IN AN AMOUNT NOT TO EXCEED \$18,320,000**

FOLLOWING a public hearing of the City Council of the City of Portland, Maine, held upon due notice pursuant to Article VII, Section 9 of the City Charter, **IT IS HEREBY ORDERED THAT:**

There be and hereby is authorized and approved the incurring of indebtedness by the City of Portland and the issue and sale of general obligation bonds and notes in anticipation thereof in the aggregate principal amount not to exceed Eighteen Million Three Hundred Twenty Thousand Dollars (\$18,320,000) to finance the items identified in the City's 2021 Capital Improvement Program attached hereto as Exhibit A and all other costs (as defined herein) related and ancillary thereto (the "Projects").

BE IT FURTHER ORDERED:

1. That the Finance Director be and hereby is authorized to prepare, issue, and sell such bonds in the name of and on behalf of the City, in the aggregate amount of **\$18,320,000** (the "Bonds") at one time, or from time to time, as one or more separate bond issues, and to determine the date, form, minimum denomination, interest rates (as term bonds or serial bonds or some combination thereof), maturities (with the last maturity not to exceed the maximum term permitted by law) and all other details, terms and provisions, not inconsistent herewith, including the form and manner of their sale and award as he may approve, such approval to be conclusively evidenced by the execution thereof;
2. That the Finance Director be and hereby is authorized to borrow money in anticipation of said Bonds by the issuance and sale of notes or renewal notes in anticipation of said Bonds ("BANs"), and to determine the date, form, minimum denominations, interest rate, maturities (with the last maturity not to exceed 3 years from its date of issuance) and all other details of each issue of BANs, including the form and manner of their sale and award, subject to the provisions of the law, the City Charter and this Order;
3. That the Finance Director be and hereby is authorized to provide that any of the Bonds and BANs hereinbefore authorized be made subject to call for redemption, with or without premium, prior to their stated dates of maturity, as provided in 30-A M.R.S.A. §5772(6), as amended;
4. That the Bonds and BANs issued hereunder shall be signed by the Finance Director and by the Mayor, either or both of whose signatures may be by facsimile to the extent permitted by law, attested to by the City Clerk, under the seal of the City, and shall be in such form and contain such terms and provisions not inconsistent herewith as they may approve, their approval to be conclusively evidenced by their execution thereof;

5. That the Finance Director is authorized to negotiate, execute, and deliver, in the name of and on behalf of the City such contracts, agreements, instruments and other documents and certificates as may be necessary or appropriate, as determined and approved by the Finance Director, in connection with the financing of the Projects, including a loan agreement in usual and customary form with the Maine Municipal Bond Bank (the “Bond Bank”), to the extent any of the Bonds or BANs authorized herein are issued pursuant to the State of Maine Clean Water Revolving Loan Fund program or the State School Revolving Renovation Fund, which contracts, agreements, loan agreements, instruments and other documents and certificates shall be in such form and contain such terms and conditions, not inconsistent herewith, as may be approved by the Finance Director, such approval to be conclusively evidenced by his execution thereof;

6. That the Finance Director be and hereby is authorized to select the underwriter for the Bonds or BANs heretofore authorized and the Finance Director be and hereby is authorized and empowered to execute and deliver such contracts or agreements as may be necessary or appropriate in connection therewith;

7. That the Finance Director be and hereby is authorized to prepare, or cause to be prepared, a Preliminary Official Statement and an Official Statement for use in the offering and sale of the Bonds or BANs heretofore authorized, such Preliminary Official Statement and Official Statement to be in such form and contain such information as may be approved by the Finance Director, with the advice of the bond counsel for the City, and that the use and distribution of the Preliminary Official Statement and the Official Statement in the name of and on behalf of the City in connection with offering the Bonds or BANs for sale be and hereby is approved;

8. That the Finance Director be and hereby is authorized to select the registrar, paying agent and transfer agent (the “Transfer Agent”) for the Bonds or BANs heretofore authorized and to execute and deliver such contracts and agreements as may be necessary or appropriate to secure their services;

9. That the Bonds or BANs heretofore authorized shall be transferable only on the registration books of the City kept by the Transfer Agent, and said principal amount of the bonds of the same maturity (but not of other maturity) in minimum denominations of \$5,000 and any integral multiple in excess thereof upon surrender thereof at the principal office of the transfer agent, with a written instrument of transfer satisfactory to the transfer agent duly executed by the registered owner or his attorney duly authorized in writing. Upon each exchange or transfer of a bond the City and the Transfer Agent shall make a charge sufficient to cover any tax, fee or any other governmental charge required to be payable with respect to such exchange or transfer, and with respect to such exchange or transfer, and subsequent to the first exchange or transfer, the cost of preparing new bonds upon exchanges or transfer thereof to be paid by the person requesting the same;

10. That the Finance Director be and hereby is authorized to undertake all acts necessary to provide for the issuance and transfer of such Bonds or BANs heretofore authorized in book-entry form pursuant to the Depository Trust Company Book-Entry Only System, as an alternative to the provisions of the foregoing paragraph above regarding physical transfer of Bonds or BANs, and the Finance Director be and hereby is authorized and empowered to enter into a Letter of Representation or any other contract, agreement or understanding necessary or, in his opinion, appropriate in order to qualify the Bonds or BANs for and participate in the Depository Trust Company Book-Entry Only System;

11. That the Finance Director and Mayor from time to time shall execute such Bonds or BANs as may be required to provide for exchanges or transfers of Bonds or BANs as heretofore authorized,

all such Bonds or BANs to bear the original signature of the Finance Director and Mayor, and in case any officer of the City whose signature appears on any Bond or BAN shall cease to be such officer before the delivery of said Bond or BAN, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery thereof;

12. That if the Bonds or BANs, or any part of them, are issued on a tax-exempt basis, the Finance Director be and hereby is authorized and directed to covenant and certify on behalf of the City that no part of the proceeds of the issue and sale of the Bonds or BANs authorized to be issued hereunder shall be used directly or indirectly to acquire any securities or obligations, the acquisition of which would cause such Bonds or BANs to be “private activity bonds” or “arbitrage bonds” within the meaning of Sections 141 and 148 of the Internal Revenue Code of 1986, as amended;

13. That if the Bonds or BANs, or any part of them, are issued on a tax-exempt basis, the officers or officials executing the Bonds or BANs be and hereby are individually authorized to covenant and agree, on behalf of the City, for the benefit of the holders of such Bonds or BANs, that the City will file any required reports and take any other action that may be necessary to insure that interest on the notes will remain exempt from federal income taxation, and that the City will refrain from any action that would cause interest on the Bonds or BANs to be subject to federal income taxation;

14. That the officers executing the Bonds or BANs be and hereby are individually authorized to covenant, certify and agree, on behalf of the City, for the benefit of the holders of such Bonds or BANs, that the City will file any required reports, make any annual financial or material event disclosure, and take any other action that may be necessary to insure that the disclosure requirements imposed by Rule 15c2-12 of the Securities and Exchange Commission, if applicable, are met;

15. That any or all of the Bonds or BANs issued hereunder may be consolidated with and become a part of any other issue of temporary notes or general obligation bonds authorized to be issued by any previous or subsequent order of the City Council of the City of Portland;

16. That the term “cost” or “costs” as used herein and applied to the Projects, or any portion thereof, includes, but is not limited to (1) the cost to design, acquire, construct, renovate, improve, furnish and equip the Project, or any portion thereof; (2) the cost of land, easements and other real property interests, landscaping and site preparation, including demolition and environmental remediation work on any existing building or structure and on the property where the Project is located, utility extensions and site improvements, and all appurtenances and other fixtures, facilities, buildings and structures either on, above, or under the ground which are used or usable in connection with the Project; (3) the cost of feasibility studies, surveys, environmental studies and assessments, engineering, plans and specifications, legal and other professional services associated with the Project; (4) issuance costs, including premiums for insurance, capitalized interest and other fees and expenses relating to the financing transaction.

17. That if the actual cost of any Project differs from the estimated cost on the attached Exhibit A, whether due to completion, delay or abandonment of the Project or for any other reason, the Finance Director is authorized, in his discretion, to reallocate proceeds of the Bonds to any other listed Project on the attached Exhibit A, or to any other project or improvement that the City Council has approved or may in the future approve as part of the City’s annual capital improvement plan;

18. That the Finance Director, Mayor and Clerk and other proper officials of the City be, and hereby are authorized and empowered in its name and on its behalf to do or cause to be done all such acts and things, not inconsistent herewith, as may be necessary or desirable in order to effect the issuance, sale and delivery of the Bonds or BANs hereinabove authorized;

19. That if any of the officers or officials of the City who have signed or sealed the Bonds shall cease to be such officers or officials before the Bonds or BANs so signed and sealed shall have been actually authenticated or delivered by the City, such Bonds or BANs nevertheless may be authenticated, issued, and delivered with the same force and effect as though the person or persons who signed or sealed such Bonds or BANs had not ceased to be such officer or official; and also any such bonds or notes may be signed and sealed on behalf of the City by those persons who, at the actual date of the execution of such Bonds or BANs, shall be the proper officers and officials of the City, although at the nominal date of such Bonds or BANs any such person shall not have been such officer or official;

20. That if the Finance Director, Mayor or Clerk are for any reason unavailable to approve and execute the Bonds or BANs or any other documents necessary or convenient to the issuance, execution and delivery of the Bonds or BANs, the person or persons then acting in any such capacity, whether as an assistant, a deputy, or otherwise, is authorized to act for such official with the same force and effect as if such official had performed such act.

21. That the Bonds or BANs authorized by this Order are in addition to any bonds or notes previously authorized for the same or similar purposes;

22. That to the extent not payable from other funds, an amount sufficient for the payment of the annual payments of principal and interest on the Bonds or any BANs issued hereunder shall be included in the tax levy of each year until the debt represented by said Bonds or BANs is extinguished;

23. That the following resolutions required by Section C(4)(e) of the State of Maine Clean Water Revolving Loan Fund Rules, Chapter 595, Department of Environmental Protection and Maine Municipal Bond Bank (the "SRF Regulations"), and governing the loan to be made to the City under the State Revolving Loan Fund Program be and hereby are adopted:

- a. That a Project Account shall be created for the Projects which shall be separate from all other accounts of the City. If operating revenues are to be used to retire the debt, a sub-account will be established;
- b. That the Project Account shall be maintained in accordance with standards set forth by the Bond Bank and in accordance with generally accepted government account standards;
- c. That a final accounting shall be made to the Bond Bank of the total cost of each Project upon completion of the Project performance certification as set out in Section G(3) of the SRF Regulations and the City acknowledges that the Bond Bank reserves the right at its sole discretion to be provided with a cost certification of the Project as built;
- d. That an annual audit of the City, prepared by a certified public accountant or licensed public accountant be provided to the Bond Bank for the term of the loan;

- e. That the City shall maintain insurance coverage on the Projects in an amount adequate to protect the Bond Bank's interest for the term of the loan with the Bond Bank named as loss payee;
- f. That the City will comply with any special conditions specified by the Department of Environmental Protection's environmental determination until all financial obligations to the State have been discharged;
- g. That the City certify to the Bond Bank that it has secured all permits, licenses and approvals necessary and that it has a dedicated source of revenue for repayment;
- h. That the City establish a rate, charge or assessment schedule in order to pay principal and interest. Such rate change or schedule shall provide total operations and debt service coverage at a level at which the coverage for the Bond Bank is sufficient;
- i. That the City must demonstrate the ability to pay reasonably anticipated costs of operating and maintaining the financed Project;
- j. That the City abide by the SRF Regulations, as revised and amended and relevant State statutes of the State of Maine; and

24. That during the term any of the Bonds (or bonds issued to refund such Bonds) are outstanding, the Finance Director be and hereby is authorized to issue and deliver refunding bonds to refund some or all of the Bonds then outstanding, and to determine the date, form, interest rate, maturities and all other details of such refunding bonds, including the form and manner of their sale and award. The Finance Director be and hereby is further authorized to provide that any of such refunding bonds hereinbefore authorized be made callable, with or without premium, prior to their stated date(s) of maturity, and each refunding bond issued hereunder shall be signed by the Finance Director and by the Mayor, either or both of whose signatures may be by facsimile to the extent permitted by law, attested to by the City Clerk, under the seal of the City, and shall be in such form and contain such terms and provisions not inconsistent herewith as they may approve, their approval to be conclusively evidenced by their execution thereof.

Exhibit A**2021 CIP - General Fund**

	<u>Project Title</u>	CIP Amount	Bond Amount	Other Funding
<u>Barron Center</u>				
	Barron Center - Resurface of Roadways & Parking Lots	140,000	140,000	
	Barron Center Kitchenettes	25,000	25,000	
<u>Fire Department</u>				
	Bramhall - Washroom and Locker Room	150,000	150,000	
	Cardiac Monitor Replacement	125,000	125,000	
	Fire Station Masonry Repairs	100,000	100,000	
	Fire Station Backflow Devices	50,000	50,000	
<u>Information Technology</u>				
	CAD RMS: Dell EMC Storage Array and Virtual Cluster	200,000	200,000	
	New DMZ Cluster & GIS Standalone Cluster	63,000	63,000	
<u>Library</u>				
	Replace Portland Room Fire Protection	100,000	100,000	
	Skylight and rubber roof repairs	100,000	100,000	
<u>Parking / Garages</u>				
	Temple St Garage Façade	100,000	100,000	
	Multi Space Parking Meters Park & State	15,000	15,000	
	Parking Meter Replacement Phase 2	95,000	95,000	
<u>Parks, Rec & Public Assembly</u>				
	Lyseth Playground Replacement	275,000	275,000	
	Portland Exposition Building Renovation Plan	165,000	165,000	
	Deering Oaks ADA Walkway Paving	149,000	149,000	
	Riverton Preserve ADA Trail	96,000	96,000	
	Wilde Chapel Emergency Repairs	75,000		75,000
	Riverton School Basketball Reconstruction	69,000	69,000	
	Evergreen Cemetery Frontage Improvements	53,000	53,000	
	Golf Course Improvements/ADA Updates	50,000	50,000	
	Portland Public Aquatics - New Pool Engineering / Planning	50,000	50,000	
	Dougherty Field Irrigation	46,000	46,000	
	Box Boom Lighting Project	40,000	40,000	
	Rubber Flooring Completion - Ice Arena	37,000	37,000	
	Payson Park Tennis & Basketball Courts Sealing/Painting	29,000	29,000	
	Longfellow Playground Climbing Net	27,000	27,000	
<u>Planning & Urban Development</u>				
	East Coast Greenway Baxter Blvd/Back Cove to Martins Point	15,000	15,000	
<u>Public Buildings & Waterfront</u>				
	Hadlock Lighting Upgrades (100% Funded by Sea Dogs)	474,000		474,000
	Expo Roof Repairs Phase 1	350,000	350,000	
	Pile Jackets -OG	225,000	225,000	
	250 Canco Rd Roof Replacement Phase 1 of 2	200,000	200,000	
	Fire Alarm Replacement Merrill & City Hall	195,000	195,000	
	On going pile/pier work at OG and P.O.T	175,000	175,000	
	Offices & Customer Service Areas A/C Installation	115,000	115,000	
	Compass Park Ongoing pile/pier work	100,000	100,000	
	Structural Repairs/Roof Covering - Hadlock	100,000	100,000	
	250 Canco Rd Portable Generators	85,000	85,000	
	Replace Hot Water Tank	60,000	60,000	

Public Works

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Morrills Corner (State Route 302 and 100)	105,000	105,000	
DOT-Somerset & Kennebec Street Recon	300,000		300,000
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Sidewalk & ADA Rehabilitation Program	500,000		500,000
Commercial Street Sidewalk Improvements	100,000	100,000	
CSO Compliance - SRF Ineligibles	290,000	290,000	
Peaks Island Parking Lot	75,000	75,000	
PACTS RTMS - Regional Signals, Communications, and Match Money	20,000	20,000	

School Department

CBHS/PATHS ADA compliant door hardware and restrooms	277,000	277,000	
DHS ADA compliant doors/hardware, sinks/counters, handrails, curb	710,000	710,000	
KMS ADA compliant ramps and handrails at egress stairs	240,000	240,000	
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Riverton ADA compliant single use bathroom renovations plus sink	390,000	390,000	
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KMS Restore/refinish wooden gym floor	50,000	50,000	
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Riverton - Restore masonry	100,000	100,000	
Lincoln - HVAC Rooftop Units	100,000		100,000
PHS - HVAC Rooftop Units	150,000		150,000
DHS - A/C in Front Office	45,000	45,000	
MMS - replace windows	355,000	355,000	
PPS Transportation ten year fleet replacement plan	565,000		565,000

Vehicle Maintenance

4037 Rolloff DPW Islands (Replace w/ Electric) - VW	125,000	125,000	
4028 Rolloff DPW Islands	180,000	180,000	
2050 3/4 Ton Pickup DPW Peaks	40,000	40,000	
Fairway Mowers PRF Golf	57,000	57,000	
3101 - 1/2 Ton Pickup w/ Plow PRF Parks	35,000	35,000	
2186 3/4 Ton Pickup - PRF Cems	40,000	40,000	
2040 Compact Pickup PRF Parks	35,000	35,000	
2185 3/4 Ton Pickup PRF Ballfields	40,000	40,000	
2703 14 passenger van - PRF Recreation	60,000	60,000	
0933 and 0934 Two (2) Ambulance Refurbs Fire	340,000	340,000	
Police Patrol Motorcycle	25,000	25,000	
Variable Message Board - DPW Traffic	20,000	20,000	
3130 2 Ton Dump Truck - DPW Winter	120,000	120,000	
5121 WheelLoader w/ Gear DPW Winter	215,000	215,000	
Ladder 6 Emergency Replacement (December 2019 delivery)	520,000		520,000
3201 Tandem Axle Plow - DPW Winter (Replace w/ Energy Efficient Clean Diesel) - VW	125,000	125,000	
Replace Boat Motor DPW Island Service Boat	30,000	30,000	
6004 Forklift DPW Fleet	100,000	100,000	
Police Cruisers (7)) Replacement - Police (2 Hybrid)	301,000	301,000	
0056,0051,0052 Criminal Investigation Division Vehicles	20,000	20,000	

SUBTOTAL (General Fund)	15,897,000	11,825,000	4,072,000
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2021 CIP - Sewer Fund**Vehicle Maintenance**

7510 Sweeper DPW Water Resources	210,000	210,000
2516 TV Truck DPW Water Resources	350,000	350,000

Water Resources

CMOM - Sewer System Renewal	1,100,000	1,100,000
CMOM - Pump Station Rehabilitation	750,000	750,000
Rand Road Culvert Replacement	750,000	750,000
Riverton Drive Culvert Replacement	150,000	150,000
Presumpscot Culvert	750,000	750,000
Inflow and Infiltration Phase 3 Mitigation	500,000	500,000
Forest Avenue - Clifton to Coyle	100,000	100,000
Center Street Storm Drain	200,000	200,000
Smart Covers	40,000	40,000
District Road Force Main	300,000	300,000
ESRI Conversion to Utility Network	25,000	25,000
Warren Ave Storm Drain	200,000	200,000
Stevens Ave Storm Drain	1,000,000	1,000,000
Stroudwater River Tree Removal	70,000	70,000

SUBTOTAL (Sewer Fund)	6,495,000	6,495,000
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TOTAL (General Fund / Sewer Fund)	18,320,000	4,072,000
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GRAND TOTAL	22,392,000
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CITY OF PORTLAND
Executive Department
Jon P. Jennings, City Manager

TO: Members of the Finance Committee and City Council

FROM: Jon P. Jennings, City Manager

CC: Brendan T. O'Connell, Finance Director, Anne Bilodeau, Deputy Finance Director

DATE: January 28, 2020 (updated February 5th, 2020)

SUBJECT: City Manager Recommended Capital Improvement Plan

After seeking guidance from the Mayor and City Council, I am bringing forward the FY21 City Manager Recommended Capital Improvement Plan for Committee review. The goal and basis of the FY21 CIP is to meet as much critical capital need as possible without increasing net debt service costs for the City of Portland from budget year to budget year (i.e. only recommend a total amount of new debt which is offset by debt being retired). The FY21 CIP achieves this goal without any significant decline in the number of projects being recommended. The plan I am bringing forward will achieve nearly \$19M in City general fund and school capital projects with only \$10.5M in net new debt impacting the general fund operating budget. State matching funds, trust funds, surplus operating budget funds, prior year CIP savings, private donations and TIF funds are among the other funding sources used in the current year capital plan.

As in previous years, I weighed several factors in the development of my plan including:

- Legal Obligation / Compliance with Adopted Plans (Including ADA Compliance)
- Impact on Service to the Public
- Asset Maintenance Need
- Funding Source and Availability of Matching / Non-City Funding
- Operating Budget Impacts
- Department Priority and Prior Phases
- Sustainability / Green Project Focus

I am proud that the FY21 City Manager Recommended CIP includes nearly \$5.6M in projects which are either fully or partially dedicated to fixing ADA issues in our City across every district. The plan also

continues our focus on going green, with several electric vehicles in my recommendation including the City's first electric rolloff truck and an energy efficient plow truck (as well as additional hybrid police cruisers). My recommendation includes nearly 100% of the requested projects requested by the Portland Public Schools Board of Education (\$3.75M¹) and also includes a new playground (an additional \$275k) at the soon to be newly renovated Lyseth School, an outdoor basketball court reconstruction at Riverton, and a new climbing net at Longfellow. The focus on improvement of public facilities, parks and open spaces was not limited to schools. My recommendations also include significant investments in other areas which will directly benefit Portland residents including projects in Deering Oaks, Payson Park, the Troubh Ice Arena and Portland Expo Center complex, Riverside Golf Course, Evergreen Cemetery, and many others.

I invite the Committee to review my complete list of recommended projects as included in Appendix A to this memo. Department Heads will be available to answer detailed questions about the projects at the February 5th meeting of the Committee.

UPDATE - The Finance Committee passed the CIP as presented on Wednesday, February 5th, 2011. Exhibit B, a memo containing questions from Committee and answers from Staff has been added to this document.

¹ The Portland Public Schools Board of Education requested CIP funding for a Lyseth site work project which was cut out of the \$64M Buildings for our Future due to budgetary constraints. Any additional general obligation bonds related to items within the original \$64M Buildings for our Future workplan would require voter approval and therefore the Lyseth site work project could not be included in my recommendations.

Exhibit A**2021 CIP - General Fund**

<u>Project Title</u>	<u>CIP Amount</u>	<u>Bond Amount</u>	<u>Other Funding</u>
<u>Barron Center</u>			
Barron Center - Resurface of Roadways & Parking Lots	140,000	140,000	
Barron Center Kitchenettes	25,000	25,000	
<u>Fire Department</u>			
Bramhall - Washroom and Locker Room	150,000	150,000	
Cardiac Monitor Replacement	125,000	125,000	
Fire Station Masonry Repairs	100,000	100,000	
Fire Station Backflow Devices	50,000	50,000	
<u>Information Technology</u>			
CAD RMS: Dell EMC Storage Array and Virtual Cluster	200,000	200,000	
New DMZ Cluster & GIS Standalone Cluster	63,000	63,000	
<u>Library</u>			
Replace Portland Room Fire Protection	100,000	100,000	
Skylight and rubber roof repairs	100,000	100,000	
<u>Parking / Garages</u>			
Temple St Garage Façade	100,000	100,000	
Multi Space Parking Meters Park & State	15,000	15,000	
Parking Meter Replacement Phase 2	95,000	95,000	
<u>Parks, Rec & Public Assembly</u>			
Lyseth Playground Replacement	275,000	275,000	
Portland Exposition Building Renovation Plan	165,000	165,000	
Deering Oaks ADA Walkway Paving	149,000	149,000	
Riverton Preserve ADA Trail	96,000	96,000	
Wilde Chapel Emergency Repairs	75,000		75,000
Riverton School Basketball Reconstruction	69,000	69,000	
Evergreen Cemetery Frontage Improvements	53,000	53,000	
Golf Course Improvements/ADA Updates	50,000	50,000	
Portland Public Aquatics - New Pool Engineering / Planning	50,000	50,000	
Dougherty Field Irrigation	46,000	46,000	
Box Boom Lighting Project	40,000	40,000	
Rubber Flooring Completion - Ice Arena	37,000	37,000	
Payson Park Tennis & Basketball Courts Sealing/Painting	29,000	29,000	
Longfellow Playground Climbing Net	27,000	27,000	
<u>Planning & Urban Development</u>			
East Coast Greenway Baxter Blvd/Back Cove to Martins Point	15,000	15,000	
<u>Public Buildings & Waterfront</u>			
Hadlock Lighting Upgrades (100% Funded by Sea Dogs)	474,000		474,000
Expo Roof Repairs Phase 1	350,000	350,000	
Pile Jackets -OG	225,000	225,000	
250 Canco Rd Roof Replacement Phase 1 of 2	200,000	200,000	
Fire Alarm Replacement Merrill & City Hall	195,000	195,000	
On going pile/pier work at OG and P.O.T	175,000	175,000	
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TOTAL (General Fund / Sewer Fund)	18,320,000	4,072,000
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GRAND TOTAL	22,392,000
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CITY OF PORTLAND
Finance Department
Brendan T. O'Connell

TO: Members of the Finance Committee and City Council

FROM: Brendan T. O'Connell

CC: Jon P. Jennings, City Manager, Anne Bilodeau, Deputy Finance Director

DATE: February 5, 2020

SUBJECT: City Manager Recommended Capital Improvement Plan - Questions and Answers

This memo summarizes FY21 Capital Improvement Plan questions received from Finance Committee members and other elected officials which were not answered in person at the January 28th meeting (or were requested to be answered in memo format).

Question 1: The FY21 CIP uses a variety of non-general obligation funding sources, including fund balance. Can you summarize each of these funding sources?

The City Manager is recommending usage of \$4,072,000 of other funding sources which help fund projects which otherwise would have been pushed off until future years or would have triggered an increase in future tax rates. Each other funding source can be seen in the “**ORDER APPROPRIATING BOND PROCEEDS AND OTHER FUNDS IN AN AMOUNT NOT TO EXCEED \$22,392,000 FOR THE CITY’S FISCAL YEAR 2021 CAPITAL IMPROVEMENT PROGRAM**” and include the following:

1 & 2) \$1,815,000 in surplus fund balance (\$1,000,000 generated by the City and \$815,000 generated by the Schools). In the FY20 City budget both the City and School Department budgeted for debt service related to the Lyseth project. However, due to slight delays on general contractor selection no debt service will be charged to the City until FY21. We are requesting this savings, plus other savings from the City’s FY19 budget, be used to offset what otherwise would be additional required general obligation bonds. The City has sufficient fund balance (i.e. fund balance above and beyond our 12.5% of expenditures as required by our fund balance policy) to cover this \$1.815M in expense and a fund balance report will also be provided upon completion of the 6/30/19 audit.

- 3) \$75,000 of the FY21 CIP will be funded from the George Naumann Trust, for repairs to Wilde Chapel in Evergreen Cemetery. The Naumann Trust permits usage of excess income after recommendation by the Superintendent of Cemeteries.
- 4) \$474,000 of the FY21 CIP, the Hadlock Field LED Lighting project, will be funded via an agreement negotiated by the City Manager and signed with the Portland Sea Dogs where they will pay for the full cost of the project.
- 5) \$300,000 of the FY21 CIP, the DOT Somerset and Kennebec Street alignment, is an expense that is permitted via the rules of the Bayside TIF and therefore will be funded from proceeds of TIF revenues within this area wide TIF.
- 6) \$888,000 of the FY21 CIP will be funded from reallocated prior year CIP project funds from the FY20 CIP paving project. The project was able to be fully funded via non-CIP Public Works funds. This reduces the current year new general obligation bond request by an equivalent amount.
- 7) \$520,000 of the FY21 CIP will be funded from Code Violation Revenues from a large fine levied in a prior fiscal year but paid in the current fiscal year. These funds had not previously been appropriated and were not budgeted in FY21. As discussed during a 2019 Finance Committee meeting these funds are being recommended for reimbursement of an emergency ladder truck replacement which occurred in late 2019.

Question 2: For those who may not be familiar, what is the VW settlement funds that are referenced on two vehicle requests (4037 Rolloff DPW Islands (Replace w/ Electric) - VW and 3201 Tandem Axle Plow - DPW Winter (Replace w/ Energy Efficient Clean Diesel) - VW)?

In the Volkswagen Diesel Emissions Settlement “the VW Settlement” Volkswagen has agreed to settle allegations that it violated the federal Clean Air Act by installing “defeat devices” on 2.0 and 3.0 diesel vehicles. The U.S. Department of Justice (DOJ) determined that the affected vehicles exceeded federal emission standards for nitrogen oxide (NOx), a pollutant that is known to harm public health and contribute to ozone or smog formation. Under two partial consent decrees issued by DOJ, states will receive settlement funds equivalent to the number of registered 2.0 and 3.0 diesel vehicles. For Maine, this equates to just over \$21 million, which, according to the settlement, must be used to offset existing NOx emissions.

The State opened an application process for accessing these funds, and specifically created a program whereby the City could apply for potential reimbursed of 75% of the costs of energy efficient vehicles offsetting non energy efficient vehicles in our fleet. Each of the vehicles referenced above (the electric rolloff truck and the energy efficient clean diesel plow truck) costs \$500,000. The City will only be required to pay \$125,000 for each of these vehicles, less than the cost of a non-energy efficient version of each vehicle.

Question 3: What are the “Backflow Devices” as listed in the Fire Department CIP?

Response from Kathy Alves, Facilities Director: Our City fire stations (Bramhall, Central, Munjoy, Riverton, Ocean, and Stevens) were built without backflow devices. Backflow devices are devices required by City Code that won't allow contaminated water to back flow into the public water system.

Question 4: What is the CAD RMS: Dell EMC Storage Array and Virtual Cluster and why is it so expensive? Also how often are items like this replaced?

Response from Hanna Pickering, IT Director: The Computer Aided Dispatch (CAD) and Record Management (RMS) systems are the core systems used by dispatch, law enforcement and fire emergency response (certain medical system needs for fire's medical units are handled elsewhere). The computer software being replaced has been running here in the city for 20 years, so you can imagine what an advancement this change will be. The server stack beneath this is old technology (AS400) and can't be repurposed to support new technology (SQL) and is also now 8 years old. We have selected 212 Canco Road for the new server room location (in order to future-proof for service location changes for police and / or fire in years to come). This build will require high performance computing and networking equipment and software licensing to maintain high performance and high reliability for workstation and mobile unit use from the CRE resources of this new system.

Question 5: On the Parking Meter Replacement Phase 2, I assume the reason we're going for single space smart meters is that they are more cost effective than the multi-space meters in areas with fewer than six metered spaces in a row. Is that correct?

Response from Parking Manager John Peverada: Correct, in areas with fewer than six metered spaces in a row we will fill in with single space meters. We are replacing the aging existing single space meters that have outdated software that is no longer supported. The meters will be electronic, but will not accept credit cards due to initial capital cost and ongoing credit card processing fees. In light of the fact that over 40% of the meter revenue is derived from the Passport mobile app, customers who do not want to use coins can easily use the app.

Question 6: What improvements to the golf course will we be doing for the \$50,000?

Response from Golf Course Manager Ryan Scott and Parks & Rec Director Sally DeLuca: This funding will support ADA compliant improvements from the parking lot to the pro shop and course and from the course to the building and deck. Full specs are attached in the PDF document which can be found attached in the CIP project detail.

Question 7: Commercial Street Sidewalk Improvements – widening sidewalks from DiMillo’s to RiRa’s – is this consistent with recommendations in Commercial Street Study?

Response from Public Works Director Chris Branch: Yes, this is consistent with the recommendations in the Commercial Street study.

Question 8: Peaks Island Welch Street Parking lot work – do we have a final plan for this lot? Has it gone back to the community? Will it before we finalize? This makes \$125k total, correct?

The parking lot improvements have been revised to best reflect public input and staff intends to present a final site plan at a future Peaks Island Council meeting. The parking lot improvements associated with this project include removing some existing vegetation, building a retaining wall and installing surface runoff treatment and resurfacing the parking lot. These improvements will result in an additional seven (7) vehicle spaces, eleven (11) golf cart spaces and an increase in bicycle racks. Yes, it is \$125K total.

Question 9: Talk to me a little bit about the plan for the police patrol motorcycle. Where/when will it be used and by whom? Also, do you anticipate purchasing more in the future if this one works out well?

Response from Police Chief Frank Clark: It has been approximately 11 years since PPD had its last set of motorcycles and I would like to see the department return to having 2 police motorcycles. I see this as both an operational and community policing enhancement, as well as a means to provide additional options for our uniformed officers, potentially enhancing officer retention. Motorcycles allow for an alternative and efficient means of transportation, and provide for a more effective means of accessing areas where it is difficult or impossible to access with standard cruisers. I would also envision them being used for traffic enforcement and a variety of special events (e.g., parades, motorcades, community events/outreach, funerals, etc.). The opportunity would be open to all uniformed personnel, who would need to be appropriately licensed, selected and trained.

Question 10: The City Manager’s transmittal letter referenced the fact that the City cannot approve more money for projects which were intended to be included in the \$64M Buildings for our Future project. Can you expand on this?

Please see separate memo from our Bond Adviser Jim Saffian of Pierce Atwood on this issue.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: January 30, 2020

SUBJECT: **Order 137-19/20 Appropriating Bond Proceeds and other Funds in an Amount not to Exceed \$22,392,000 for the City's Fiscal Year 2021 Capital Improvement Program - Sponsored by the Finance Committee, Nicholas M. Mavodones, Jr., Chair**

SPONSOR: Nick Mavodones, Finance Committee Chair

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

Final Action

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

II. AGENDA DESCRIPTION

This is a companion order to Order 136-19/20, above.

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

III. BACKGROUND

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

VI. STAFF ANALYSIS AND BACKGROUND

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Portland FY21 CIP - Appropriation Order
2. Portland FY21 CIP Bonds - Project List (Exhibit A)
3. FY21 City Manager Recommended CIP - Introductory Memo and Appendices

Prepared by:

Date: 1/30/2020

KATE SNYDER (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
TAE Y. CHONG (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 APPROPRIATING BOND PROCEEDS AND OTHER FUNDS IN AN AMOUNT
NOT TO EXCEED \$22,392,000 FOR
THE CITY'S FISCAL YEAR 2021 CAPITAL IMPROVEMENT PROGRAM**

IT IS HEREBY ORDERED THAT:

1. Subject to paragraph 2 and 3 below, the sum of \$22,392,000 be and hereby is appropriated to finance the projects more particularly described in the project list for the City's 2021 Capital Improvement Program attached hereto as Exhibit A (the "2021 CIP Projects"), as follows:
 - a. An amount not to exceed \$18,320,000 is appropriated from the proceeds of the City's general obligation bonds to be authorized by the City Council and issued to finance a portion of the costs of the 2021 CIP Projects;
 - b. An additional amount not to exceed \$4,072,000 is appropriated as follows:
 1. An amount not to exceed \$1,000,000 is appropriated from the City's Surplus Fund Balance to finance a portion of the costs of certain street / sidewalk / signalization improvements included in the 2021 CIP Projects;
 2. An amount not to exceed \$815,000 is appropriated from the Portland School Department Surplus Fund Balance to finance a portion of the costs of HVAC improvements to Lincoln Middle School and Portland High School and school busses / transportation vehicles included in the 2021 CIP Projects;
 3. An amount not to exceed \$75,000 is appropriated from the George Naumann Trust Fund to finance a portion of the costs of emergency repairs to Wilde Memorial Chapel in Evergreen Cemetery, included in the 2021 CIP Projects;
 4. An amount not to exceed \$474,000 is appropriated from the City's General Fund Operating Budget to finance a portion of the costs of lighting upgrades at Hadlock Field included in the 2021 CIP Projects, which amount will be reimbursed to the City by Portland Maine Baseball, Inc. (a/k/a the Portland Seadogs);
 5. An amount not to exceed \$300,000 is appropriated from the City's Bayside TIF account to finance a portion of the costs of certain street reconstruction improvements included in the 2021 CIP Projects;
 6. An amount not to exceed \$888,000 is reallocated and appropriated from unspent proceeds of the City's prior 2019 General Obligation Bonds to finance a portion of the costs of the City's pavement preservation program included in the 2021 CIP Projects; and

7. An amount not to exceed \$520,000 is appropriated from Code Violation Revenues to finance a portion of the costs of an emergency vehicle replacement included in the 2021 CIP Projects.
2. The appropriation set forth in paragraph 1(a) above is and shall be contingent upon the approval by the City Council of general obligation bonds for such purposes (the amount appropriated in said paragraph 1(a) to be adjusted to reflect the principal amount of bonds so authorized) and the issuance and delivery of such bonds (or notes in anticipation thereof) for such purposes. The foregoing appropriations shall also be applied to issuance costs for such bonds (or notes in anticipation thereof).
3. That if the actual cost of any 2021 CIP Project differs from the estimated cost on the attached Exhibit A, whether due to completion, delay or abandonment of the Project or for any other reason, the Director of Finance is authorized, in his discretion, to reallocate proceeds of the bonds issued therefore or the other funds appropriated therefore to any other project listed on the 2021 CIP Project List or to any other project or improvement that the City Council has approved or may in the future approve as part of the City's annual capital improvement plan.

Exhibit A**2021 CIP - General Fund**

<u>Project Title</u>	<u>CIP Amount</u>	<u>Bond Amount</u>	<u>Other Funding</u>
<u>Barron Center</u>			
Barron Center - Resurface of Roadways & Parking Lots	140,000	140,000	
Barron Center Kitchenettes	25,000	25,000	
<u>Fire Department</u>			
Bramhall - Washroom and Locker Room	150,000	150,000	
Cardiac Monitor Replacement	125,000	125,000	
Fire Station Masonry Repairs	100,000	100,000	
Fire Station Backflow Devices	50,000	50,000	
<u>Information Technology</u>			
CAD RMS: Dell EMC Storage Array and Virtual Cluster	200,000	200,000	
New DMZ Cluster & GIS Standalone Cluster	63,000	63,000	
<u>Library</u>			
Replace Portland Room Fire Protection	100,000	100,000	
Skylight and rubber roof repairs	100,000	100,000	
<u>Parking / Garages</u>			
Temple St Garage Façade	100,000	100,000	
Multi Space Parking Meters Park & State	15,000	15,000	
Parking Meter Replacement Phase 2	95,000	95,000	
<u>Parks, Rec & Public Assembly</u>			
Lyseth Playground Replacement	275,000	275,000	
Portland Exposition Building Renovation Plan	165,000	165,000	
Deering Oaks ADA Walkway Paving	149,000	149,000	
Riverton Preserve ADA Trail	96,000	96,000	
Wilde Chapel Emergency Repairs	75,000		75,000
Riverton School Basketball Reconstruction	69,000	69,000	
Evergreen Cemetery Frontage Improvements	53,000	53,000	
Golf Course Improvements/ADA Updates	50,000	50,000	
Portland Public Aquatics - New Pool Engineering / Planning	50,000	50,000	
Dougherty Field Irrigation	46,000	46,000	
Box Boom Lighting Project	40,000	40,000	
Rubber Flooring Completion - Ice Arena	37,000	37,000	
Payson Park Tennis & Basketball Courts Sealing/Painting	29,000	29,000	
Longfellow Playground Climbing Net	27,000	27,000	
<u>Planning & Urban Development</u>			
East Coast Greenway Baxter Blvd/Back Cove to Martins Point	15,000	15,000	
<u>Public Buildings & Waterfront</u>			
Hadlock Lighting Upgrades (100% Funded by Sea Dogs)	474,000		474,000
Expo Roof Repairs Phase 1	350,000	350,000	
Pile Jackets -OG	225,000	225,000	
250 Canco Rd Roof Replacement Phase 1 of 2	200,000	200,000	
Fire Alarm Replacement Merrill & City Hall	195,000	195,000	
On going pile/pier work at OG and P.O.T	175,000	175,000	
Offices & Customer Service Areas A/C Installation	115,000	115,000	
Compass Park Ongoing pile/pier work	100,000	100,000	
Structural Repairs/Roof Covering - Hadlock	100,000	100,000	
250 Canco Rd Portable Generators	85,000	85,000	
Replace Hot Water Tank	60,000	60,000	

Public Works

Woodfords Corner: Project Closeout Costs	455,000	455,000	
PACTS Congress Street Downtown Signals - Add Funding	175,000	175,000	
PACTS Deering's Corner (USM) Roundabout	200,000		200,000
PACTS MPI - Washington Avenue (Presumpscot to Veranda)	250,000	250,000	
PACTS MPI Brighton Ave. (Holm to Westbrook)	65,000	65,000	
PACTS MPI Paving - Marginal Way	385,000	385,000	
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Traffic Signal Upgrades with Paving Programs	100,000	100,000	
Traffic Signals Upgrade Program	300,000		300,000
Morrills Corner (State Route 302 and 100)	105,000	105,000	
DOT-Somerset & Kennebec Street Recon	300,000		300,000
Pavement Preservation Program	1,610,000	722,000	888,000
Sidewalk & ADA Rehabilitation Program	500,000		500,000
Commercial Street Sidewalk Improvements	100,000	100,000	
CSO Compliance - SRF Ineligibles	290,000	290,000	
Peaks Island Parking Lot	75,000	75,000	
PACTS RTMS - Regional Signals, Communications, and Match Money	20,000	20,000	

School Department

CBHS/PATHS ADA compliant door hardware and restrooms	277,000	277,000	
DHS ADA compliant doors/hardware, sinks/counters, handrails, curb	710,000	710,000	
KMS ADA compliant ramps and handrails at egress stairs	240,000	240,000	
MMS ADA compliant nurse's area/restroom and locker room	102,000	102,000	
Riverton ADA compliant single use bathroom renovations plus sink	390,000	390,000	
PHS ADA compliant walkways, curb cuts, detectable warning strips,	177,000	177,000	
KMS Restore/refinish wooden gym floor	50,000	50,000	
PHS - Upgrade electrical system	180,000	180,000	
Multiple schools - door access controls - multiple locations	115,000	115,000	
DHS - site drainage	200,000	200,000	
Riverton - Restore masonry	100,000	100,000	
Lincoln - HVAC Rooftop Units	100,000		100,000
PHS - HVAC Rooftop Units	150,000		150,000
DHS - A/C in Front Office	45,000	45,000	
MMS - replace windows	355,000	355,000	
PPS Transportation ten year fleet replacement plan	565,000		565,000

Vehicle Maintenance

4037 Rolloff DPW Islands (Replace w/ Electric) - VW	125,000	125,000	
4028 Rolloff DPW Islands	180,000	180,000	
2050 3/4 Ton Pickup DPW Peaks	40,000	40,000	
Fairway Mowers PRF Golf	57,000	57,000	
3101 - 1/2 Ton Pickup w/ Plow PRF Parks	35,000	35,000	
2186 3/4 Ton Pickup - PRF Cems	40,000	40,000	
2040 Compact Pickup PRF Parks	35,000	35,000	
2185 3/4 Ton Pickup PRF Ballfields	40,000	40,000	
2703 14 passenger van - PRF Recreation	60,000	60,000	
0933 and 0934 Two (2) Ambulance Refurbs Fire	340,000	340,000	
Police Patrol Motorcycle	25,000	25,000	
Variable Message Board - DPW Traffic	20,000	20,000	
3130 2 Ton Dump Truck - DPW Winter	120,000	120,000	
5121 WheelLoader w/ Gear DPW Winter	215,000	215,000	
Ladder 6 Emergency Replacement (December 2019 delivery)	520,000		520,000
3201 Tandem Axle Plow - DPW Winter (Replace w/ Energy Efficient Clean Diesel) - VW	125,000	125,000	
Replace Boat Motor DPW Island Service Boat	30,000	30,000	
6004 Forklift DPW Fleet	100,000	100,000	
Police Cruisers (7)) Replacement - Police (2 Hybrid)	301,000	301,000	
0056,0051,0052 Criminal Investigation Division Vehicles	20,000	20,000	

SUBTOTAL (General Fund)	15,897,000	11,825,000	4,072,000
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2021 CIP - Sewer Fund**Vehicle Maintenance**

7510 Sweeper DPW Water Resources	210,000	210,000
2516 TV Truck DPW Water Resources	350,000	350,000

Water Resources

CMOM - Sewer System Renewal	1,100,000	1,100,000
CMOM - Pump Station Rehabilitation	750,000	750,000
Rand Road Culvert Replacement	750,000	750,000
Riverton Drive Culvert Replacement	150,000	150,000
Presumpscot Culvert	750,000	750,000
Inflow and Infiltration Phase 3 Mitigation	500,000	500,000
Forest Avenue - Clifton to Coyle	100,000	100,000
Center Street Storm Drain	200,000	200,000
Smart Covers	40,000	40,000
District Road Force Main	300,000	300,000
ESRI Conversion to Utility Network	25,000	25,000
Warren Ave Storm Drain	200,000	200,000
Stevens Ave Storm Drain	1,000,000	1,000,000
Stroudwater River Tree Removal	70,000	70,000

SUBTOTAL (Sewer Fund)	6,495,000	6,495,000
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TOTAL (General Fund / Sewer Fund)	18,320,000	4,072,000
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GRAND TOTAL	22,392,000
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CITY OF PORTLAND
Executive Department
Jon P. Jennings, City Manager

TO: Members of the Finance Committee and City Council

FROM: Jon P. Jennings, City Manager

CC: Brendan T. O'Connell, Finance Director, Anne Bilodeau, Deputy Finance Director

DATE: January 28, 2020 (updated February 5th, 2020)

SUBJECT: City Manager Recommended Capital Improvement Plan

After seeking guidance from the Mayor and City Council, I am bringing forward the FY21 City Manager Recommended Capital Improvement Plan for Committee review. The goal and basis of the FY21 CIP is to meet as much critical capital need as possible without increasing net debt service costs for the City of Portland from budget year to budget year (i.e. only recommend a total amount of new debt which is offset by debt being retired). The FY21 CIP achieves this goal without any significant decline in the number of projects being recommended. The plan I am bringing forward will achieve nearly \$19M in City general fund and school capital projects with only \$10.5M in net new debt impacting the general fund operating budget. State matching funds, trust funds, surplus operating budget funds, prior year CIP savings, private donations and TIF funds are among the other funding sources used in the current year capital plan.

As in previous years, I weighed several factors in the development of my plan including:

- Legal Obligation / Compliance with Adopted Plans (Including ADA Compliance)
- Impact on Service to the Public
- Asset Maintenance Need
- Funding Source and Availability of Matching / Non-City Funding
- Operating Budget Impacts
- Department Priority and Prior Phases
- Sustainability / Green Project Focus

I am proud that the FY21 City Manager Recommended CIP includes nearly \$5.6M in projects which are either fully or partially dedicated to fixing ADA issues in our City across every district. The plan also

continues our focus on going green, with several electric vehicles in my recommendation including the City's first electric rolloff truck and an energy efficient plow truck (as well as additional hybrid police cruisers). My recommendation includes nearly 100% of the requested projects requested by the Portland Public Schools Board of Education (\$3.75M¹) and also includes a new playground (an additional \$275k) at the soon to be newly renovated Lyseth School, an outdoor basketball court reconstruction at Riverton, and a new climbing net at Longfellow. The focus on improvement of public facilities, parks and open spaces was not limited to schools. My recommendations also include significant investments in other areas which will directly benefit Portland residents including projects in Deering Oaks, Payson Park, the Troubh Ice Arena and Portland Expo Center complex, Riverside Golf Course, Evergreen Cemetery, and many others.

I invite the Committee to review my complete list of recommended projects as included in Appendix A to this memo. Department Heads will be available to answer detailed questions about the projects at the February 5th meeting of the Committee.

UPDATE - The Finance Committee passed the CIP as presented on Wednesday, February 5th, 2011. Exhibit B, a memo containing questions from Committee and answers from Staff has been added to this document.

¹ The Portland Public Schools Board of Education requested CIP funding for a Lyseth site work project which was cut out of the \$64M Buildings for our Future due to budgetary constraints. Any additional general obligation bonds related to items within the original \$64M Buildings for our Future workplan would require voter approval and therefore the Lyseth site work project could not be included in my recommendations.

Exhibit A**2021 CIP - General Fund**

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TOTAL (General Fund / Sewer Fund)	18,320,000	4,072,000
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GRAND TOTAL	22,392,000
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CITY OF PORTLAND
Finance Department
Brendan T. O'Connell

TO: Members of the Finance Committee and City Council

FROM: Brendan T. O'Connell

CC: Jon P. Jennings, City Manager, Anne Bilodeau, Deputy Finance Director

DATE: February 5, 2020

SUBJECT: City Manager Recommended Capital Improvement Plan - Questions and Answers

This memo summarizes FY21 Capital Improvement Plan questions received from Finance Committee members and other elected officials which were not answered in person at the January 28th meeting (or were requested to be answered in memo format).

Question 1: The FY21 CIP uses a variety of non-general obligation funding sources, including fund balance. Can you summarize each of these funding sources?

The City Manager is recommending usage of \$4,072,000 of other funding sources which help fund projects which otherwise would have been pushed off until future years or would have triggered an increase in future tax rates. Each other funding source can be seen in the “**ORDER APPROPRIATING BOND PROCEEDS AND OTHER FUNDS IN AN AMOUNT NOT TO EXCEED \$22,392,000 FOR THE CITY’S FISCAL YEAR 2021 CAPITAL IMPROVEMENT PROGRAM**” and include the following:

1 & 2) \$1,815,000 in surplus fund balance (\$1,000,000 generated by the City and \$815,000 generated by the Schools). In the FY20 City budget both the City and School Department budgeted for debt service related to the Lyseth project. However, due to slight delays on general contractor selection no debt service will be charged to the City until FY21. We are requesting this savings, plus other savings from the City’s FY19 budget, be used to offset what otherwise would be additional required general obligation bonds. The City has sufficient fund balance (i.e. fund balance above and beyond our 12.5% of expenditures as required by our fund balance policy) to cover this \$1.815M in expense and a fund balance report will also be provided upon completion of the 6/30/19 audit.

- 3) \$75,000 of the FY21 CIP will be funded from the George Naumann Trust, for repairs to Wilde Chapel in Evergreen Cemetery. The Naumann Trust permits usage of excess income after recommendation by the Superintendent of Cemeteries.
- 4) \$474,000 of the FY21 CIP, the Hadlock Field LED Lighting project, will be funded via an agreement negotiated by the City Manager and signed with the Portland Sea Dogs where they will pay for the full cost of the project.
- 5) \$300,000 of the FY21 CIP, the DOT Somerset and Kennebec Street alignment, is an expense that is permitted via the rules of the Bayside TIF and therefore will be funded from proceeds of TIF revenues within this area wide TIF.
- 6) \$888,000 of the FY21 CIP will be funded from reallocated prior year CIP project funds from the FY20 CIP paving project. The project was able to be fully funded via non-CIP Public Works funds. This reduces the current year new general obligation bond request by an equivalent amount.
- 7) \$520,000 of the FY21 CIP will be funded from Code Violation Revenues from a large fine levied in a prior fiscal year but paid in the current fiscal year. These funds had not previously been appropriated and were not budgeted in FY21. As discussed during a 2019 Finance Committee meeting these funds are being recommended for reimbursement of an emergency ladder truck replacement which occurred in late 2019.

Question 2: For those who may not be familiar, what is the VW settlement funds that are referenced on two vehicle requests (4037 Rolloff DPW Islands (Replace w/ Electric) - VW and 3201 Tandem Axle Plow - DPW Winter (Replace w/ Energy Efficient Clean Diesel) - VW)?

In the Volkswagen Diesel Emissions Settlement “the VW Settlement” Volkswagen has agreed to settle allegations that it violated the federal Clean Air Act by installing “defeat devices” on 2.0 and 3.0 diesel vehicles. The U.S. Department of Justice (DOJ) determined that the affected vehicles exceeded federal emission standards for nitrogen oxide (NOx), a pollutant that is known to harm public health and contribute to ozone or smog formation. Under two partial consent decrees issued by DOJ, states will receive settlement funds equivalent to the number of registered 2.0 and 3.0 diesel vehicles. For Maine, this equates to just over \$21 million, which, according to the settlement, must be used to offset existing NOx emissions.

The State opened an application process for accessing these funds, and specifically created a program whereby the City could apply for potential reimbursed of 75% of the costs of energy efficient vehicles offsetting non energy efficient vehicles in our fleet. Each of the vehicles referenced above (the electric rolloff truck and the energy efficient clean diesel plow truck) costs \$500,000. The City will only be required to pay \$125,000 for each of these vehicles, less than the cost of a non-energy efficient version of each vehicle.

Question 3: What are the “Backflow Devices” as listed in the Fire Department CIP?

Response from Kathy Alves, Facilities Director: Our City fire stations (Bramhall, Central, Munjoy, Riverton, Ocean, and Stevens) were built without backflow devices. Backflow devices are devices required by City Code that won't allow contaminated water to back flow into the public water system.

Question 4: What is the CAD RMS: Dell EMC Storage Array and Virtual Cluster and why is it so expensive? Also how often are items like this replaced?

Response from Hanna Pickering, IT Director: The Computer Aided Dispatch (CAD) and Record Management (RMS) systems are the core systems used by dispatch, law enforcement and fire emergency response (certain medical system needs for fire's medical units are handled elsewhere). The computer software being replaced has been running here in the city for 20 years, so you can imagine what an advancement this change will be. The server stack beneath this is old technology (AS400) and can't be repurposed to support new technology (SQL) and is also now 8 years old. We have selected 212 Canco Road for the new server room location (in order to future-proof for service location changes for police and / or fire in years to come). This build will require high performance computing and networking equipment and software licensing to maintain high performance and high reliability for workstation and mobile unit use from the CRE resources of this new system.

Question 5: On the Parking Meter Replacement Phase 2, I assume the reason we're going for single space smart meters is that they are more cost effective than the multi-space meters in areas with fewer than six metered spaces in a row. Is that correct?

Response from Parking Manager John Peverada: Correct, in areas with fewer than six metered spaces in a row we will fill in with single space meters. We are replacing the aging existing single space meters that have outdated software that is no longer supported. The meters will be electronic, but will not accept credit cards due to initial capital cost and ongoing credit card processing fees. In light of the fact that over 40% of the meter revenue is derived from the Passport mobile app, customers who do not want to use coins can easily use the app.

Question 6: What improvements to the golf course will we be doing for the \$50,000?

Response from Golf Course Manager Ryan Scott and Parks & Rec Director Sally DeLuca: This funding will support ADA compliant improvements from the parking lot to the pro shop and course and from the course to the building and deck. Full specs are attached in the PDF document which can be found attached in the CIP project detail.

Question 7: Commercial Street Sidewalk Improvements – widening sidewalks from DiMillo’s to RiRa’s – is this consistent with recommendations in Commercial Street Study?

Response from Public Works Director Chris Branch: Yes, this is consistent with the recommendations in the Commercial Street study.

Question 8: Peaks Island Welch Street Parking lot work – do we have a final plan for this lot? Has it gone back to the community? Will it before we finalize? This makes \$125k total, correct?

The parking lot improvements have been revised to best reflect public input and staff intends to present a final site plan at a future Peaks Island Council meeting. The parking lot improvements associated with this project include removing some existing vegetation, building a retaining wall and installing surface runoff treatment and resurfacing the parking lot. These improvements will result in an additional seven (7) vehicle spaces, eleven (11) golf cart spaces and an increase in bicycle racks. Yes, it is \$125K total.

Question 9: Talk to me a little bit about the plan for the police patrol motorcycle. Where/when will it be used and by whom? Also, do you anticipate purchasing more in the future if this one works out well?

Response from Police Chief Frank Clark: It has been approximately 11 years since PPD had its last set of motorcycles and I would like to see the department return to having 2 police motorcycles. I see this as both an operational and community policing enhancement, as well as a means to provide additional options for our uniformed officers, potentially enhancing officer retention. Motorcycles allow for an alternative and efficient means of transportation, and provide for a more effective means of accessing areas where it is difficult or impossible to access with standard cruisers. I would also envision them being used for traffic enforcement and a variety of special events (e.g., parades, motorcades, community events/outreach, funerals, etc.). The opportunity would be open to all uniformed personnel, who would need to be appropriately licensed, selected and trained.

Question 10: The City Manager’s transmittal letter referenced the fact that the City cannot approve more money for projects which were intended to be included in the \$64M Buildings for our Future project. Can you expand on this?

Please see separate memo from our Bond Adviser Jim Saffian of Pierce Atwood on this issue.