



# CITY COUNCIL AGENDA



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If you have any questions or concerns, please don't hesitate to contact me.

[lisa.goodwin@bangormaine.gov](mailto:lisa.goodwin@bangormaine.gov)

**PLEDGE OF ALLEGIANCE**

This is the portion of the meeting set aside for public comment for concerns related to City business. Public comment, whether in-person or via zoom, requires a person to state your name and whether you are a resident of Bangor. Obscene, threatening, and overly repetitive remarks will be interrupted and removed, as will disruption and disorderly behavior that interferes with the orderly conduct of the meeting. The Council Chair has the discretion over the time allowed for public comments. Personnel complaints pertaining to alleged misconduct of individual employees are handled through a different, confidential process and will not be entertained by the Council in public. Per Maine law, complaints of misconduct are generally entitled to confidentiality and handled in executive session. The public comment period is for City Council members to listen. It is the City Council’s practice to not respond or debate with persons during the public comment period. If a comment requires additional action, it will either be taken up by a City Council Committee or followed up on by the appropriate City staff member. If you do not live in Bangor or own property in Bangor, please allow those who do live or own property in Bangor to have the opportunity to speak first. If you’d like to offer comment on any item related to City business not appearing on the regular agenda, you may approach the podium, on zoom the public can be recognized to speak by utilizing the hand raise function or on the phone by pressing \*9.

**PUBLIC COMMENT**

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**CONSENT AGENDA  
ITEM NO.**

**ASSIGNED TO  
COUNCILOR**

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\*Explanatory Note: All items listed in the Consent Agenda are considered routine and are proposed for adoption by the City Council by one motion without discussion or deliberation. Any member of the public may request that the Council remove an item from the Consent Agenda for discussion. An item will only be removed if a City Councilor requests its removal to New Business.

**MINUTES OF:                    City Council Meeting of December 9, 2024, Government Operations Committee Meeting of December 2, 2024, Business and Economic Development Committee Meetings of November 18, 2024, December 2, 2024, and December 16, 2024 and Infrastructure Committee Meetings of October 21, 2024, November 18, 2024 and December 16, 2024**

**25-032    ORDER                    Authorizing the City Manager to Execute a                    FISH  
Subcontract with Northern Light Mayo Hospital in  
the Amount of \$236,409 to Provide Prevention  
Services in Piscataquis County as Part of the State of  
Maine's Maine Prevention Network**

**Executive Summary:** This Order will authorize the City Manager to execute a subcontract with Northern Light Mayo Hospital in the amount of \$236,409 to provide substance use and tobacco prevention services, and healthy eating active living promotion services in Piscataquis County as part of the Maine Prevention Network for FY 25. Order 23-111 authorized the City Manager to execute a subcontract for these same prevention services from January 1, 2023 - June 30, 2024.

Bangor Public Health and Community Services is the lead agency for the project, providing substance use and tobacco prevention services, and healthy eating active living promotion services in Penobscot County. Northern Light Mayo Hospital has been contracted to provide prevention services in Piscataquis County since January 1, 2023.

**REGULAR MEETING BANGOR CITY COUNCIL – DECEMBER 23, 2024**

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**CONSENT AGENDA  
ITEM NO.**

**ASSIGNED TO  
COUNCILOR**

Resolve 24-166 authorizing the City Manager to accept and appropriate the Maine Prevention Network funding for FY25 was approved on June 10, 2024.

This subcontract will begin on July 1, 2024 and end on June 30, 2025.

This item was reviewed and recommended for passage at the Finance Committee on December 16, 2024.

**25-033    ORDER                      Terminating Health Equity Alliance's State and                      MALLAR  
Local Fiscal Recovery Funds Award in the Amount  
of \$307,646.51**

**Executive Summary:** This Order would terminate the award of State and Local Fiscal Recovery Funds (aka ARPA funds) as previously authorized by Council Order 23-332 to Health Equity Alliance (HEAL).

This award was to provide funding for the first-year start-up operating costs associated with the establishment and operation of a resource center and the deployment of two outreach specialists. The resource center was to be open seven days a week to provide services to individuals who are unhoused, or struggle with unstable housing, use substances, struggle with mental health diagnoses, and/or need resources or referrals. As HEAL was a "covered entity," the ongoing funding source post start-up was projected to be 340b income (federal funding), which HEAL has since learned is not an available funding source. Further, HEAL is undergoing an organizational restructuring and paused virtually all operations November 5, 2024.

A full accounting of funds utilized for the Heart Center has been received. Therefore, this Order would terminate the ARPA award in the amount of funding not expended for the operation of the Heart Center in the amount of \$307,646.51. Further, it would allow for the transfer of the van to the City, originally purchased for this purpose to ensure it is utilized to assist those who are unhoused or struggle with unstable housing to ensure the federal purpose of the funds is fulfilled.

This item was reviewed and recommended for passage at a Council Workshop on December 16, 2024.

**25-034    ORDER                      Authorizing Amendment to Christine B                      LEONARD  
Foundation's State and Local Fiscal Recovery Funds  
Award as to Eligible Improvements**

**Executive Summary:** This Order will authorize an amendment to the Christine B Foundation's State and Local Fiscal Recovery Funds (aka ARPA) award. The original application was to fund site design and planning costs associated with the construction of a nutritional health facility thereby expanding access to nutritional health resources.

Since the application and award, facility construction and campaign costs have increased significantly to the point it is no longer feasible to pursue a new facility at this time. However, the Christine B Foundation did identify other capital investments that would support an increase in their capacity to expand their service distribution, a refrigerator van and two refrigerators. While the original initiative is

**CONSENT AGENDA  
ITEM NO.**

**ASSIGNED TO  
COUNCILOR**

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no longer feasible, this investment will allow for expanded access to nutritional health resources, which is in keeping with the intent of the original award.

This item was reviewed and recommended for passage at a Council Workshop on December 16, 2024.

**25-035    ORDER                      Authorizing the Execution of a Lease Agreement                      MALLAR  
with Pramukh Bangor Suites LLC for the Hotel  
Parking Lot at 250 Odlin Road**

**Executive Summary:** This Order would authorize the execution of a lease agreement for parking lot located at the Bangor Suites Hotel at 250 Odlin Road.

The Bangor Suites Hotel was recently purchased by a new owner, Pramukh Bangor Suites Airport LLC, a Maine limited liability company. The parking lot adjacent to the hotel is City-owned and under a lease. As part of the agreement of the purchase, the new hotel owners would like to secure a long-term lease for the parking lot as it is an essential part of hotel operations.

The proposal is to finalize a 25-year lease which will auto-renew for an additional 25 years a new lease, for a total of 50 years. This lease is very similar to the original lease of the parking lot to the original hotel owners. As originally planned in 1982 by the City, the parking lot is the critical component of hotel operations which provides jobs and accommodations within the City of Bangor.

This item was reviewed and recommended for passage at the Business and Economic Development Committee meeting on December 16, 2024.

**25-036    RESOLVE                      Ratifying the City Manager's Actions to Accept a                      FISH  
Grant Award from the Maine Bureau of Highway  
Safety in the Amount of \$8,687.12 for Impaired  
Driving Enforcement**

**Executive Summary:** This Resolve will ratify the City Manager's action to accept a grant in the amount of \$8,687.12 through the Maine Bureau of Highway Safety. This grant recognizes the importance of specially trained law enforcement officers for drug recognition (DRE). The Police Department will be reimbursed for overtime associated with off-duty call outs, as well as travel expenses for DRE candidates to complete field certifications in more densely populated states, thereby ensuring that DREs meet Maine's law enforcement proficiency requirements.

Federal and State grants less than \$50,000, with no local match, are appropriated by the Council as part of the annual budget resolve but require formal Council action to accept the funds. Whereas, the timing of some grant awards and program activity do not always coincide with Committee and Council schedules, the City Manager signed the subgrant contract to accept the funds and move forward with program training. This Resolve will ratify those actions.



**REGULAR MEETING BANGOR CITY COUNCIL – DECEMBER 23, 2024**

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**REFERRALS TO COMMITTEE AND FIRST READING  
ITEM NO.**

**ASSIGNED TO  
COUNCILOR**

**25-039    ORDINANCE    Amending Article II, Section 9-19 of the Code of the City of Bangor, Regular Meetings, to Change the Time of Regular Council Meetings from 7:30 PM to 7:00 PM (First Reading and Referral to Government Operations Committee Meeting of January 6, 2024)**      **FOURNIER**

**Executive Summary:** This Ordinance would set the time of regular Council meetings at 7:00 p.m. This change was discussed and supported during the December 9<sup>th</sup> City Council Workshop.

The intent of the earlier start time is to be more responsive, timely and accessible to those attending City Council meetings for the conclusion of their business as well as to our residents.

As an Ordinance, it requires first and second reading and a ten-day delay after passage to become effective. If this change moves through the process without delay, the first meeting at which it will become effective would be January 27, 2025.

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**UNFINISHED BUSINESS  
ITEM NO.**

**ASSIGNED TO  
COUNCILOR**

**25-023    ORDINANCE    Amending Chapter 217, Polystyrene, Section 217-4 Exemptions, by Adding an Exemption for Delays and Unreasonable Difficulty**      **TREMBLE**

**Executive Summary:** This Ordinance would amend Chapter 217, Polystyrene, by adding an exemption for delays and unreasonable difficulty. The State, and the City, prohibit food establishments from processing, preparing, selling or providing food or beverages in or on disposable food service containers composed in whole or in part of polystyrene foam, with certain exemptions. The current ordinance gives the City Manager discretion to decide when an exemption from the polystyrene ban may be granted.

The City Council amended Chapter 217, Polystyrene, Section 217-4(A) Exemptions by extending the period during which the City Manager may determine an emergency exists in order to allow food containers that contain polystyrene. This exemption expired on January 1, 2023. However, unreasonable difficulties may still exist for local businesses to locate polystyrene-free food containers, in the event of supply chain issues or other emergencies.

This ordinance amendment, if passed, would provide an objective test in determining whether an unreasonable difficulty exists in finding an alternative to polystyrene food containers and allow the City Manager to grant an exemption for a period of not more than one year after a finding of unreasonable difficulty.

This item was reviewed and recommended at the Government Operations Committee meeting on December 2, 2024.

**REGULAR MEETING BANGOR CITY COUNCIL – DECEMBER 23, 2024**

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**UNFINISHED BUSINESS  
ITEM NO.**

**ASSIGNED TO  
COUNCILOR**

<b><u>25-024</u></b>	<b><u>RESOLVE</u></b>	<b>Accepting &amp; Appropriating a \$350,000 Maine State Housing Authority Long-term Solutions to Assisting People Experiencing Homelessness Grant</b>	<b>DEANE</b>
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**Executive Summary:** This Resolve would accept and appropriate a \$350,000 grant from Maine State Housing Authority to address long-term solutions to assist people experiencing homelessness.

On September 9, 2024, the City Council authorized an application to Maine State Housing Authority's 2024 Long-term Solutions to Assist People Experiencing Homelessness grant program. On November 20, 2024, the City was notified that it's application for funding was approved in the amount of \$350,000.

If approved, this Resolve would accept and appropriate these funds to establish a Housing Navigator & Stabilization Pilot Program. This Pilot Program would augment the City's current and proposed programs such as our Permanent Supportive Housing Specialist, Homeless Outreach Caseworker, Rental Registry's Quality Housing Provider program and our recent Eviction Protection Grant application, as well as provide the necessary support to allow outreach workers to perform their intended role.

The Pilot Program would include a new City employee position and help facilitate the appropriate and timely distribution of local resources. It will also include funding for assistance with document acquisition such as ID's and birth certificates, application fees, transportation, basic housing furnishings, moving services, and discretionary funding to assist with remaining housed. This item was reviewed and recommended at the Government Operations Committee meeting on December 2, 2024.

**NEW BUSINESS  
ITEM NO.**

**ASSIGNED TO  
COUNCILOR**

<b><u>PUBLIC HEARING:</u></b>	<b>Application for Special Amusement License Renewal of Penobscot Theatre Company d/b/a Penobscot Theatre Company, 131 Main Street</b>	<b>HAWES</b>
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<b><u>PUBLIC HEARING:</u></b>	<b>Application for Special Amusement License Renewal of Timber Kitchen LLC d/b/a Timber Kitchen &amp; Bar, 22 Bass Park Boulevard</b>	<b>HAWES</b>
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<b><u>25-040</u></b>	<b><u>ORDER</u></b>	<b>Authorizing the City Manager to Execute an Interagency Agreement with Community &amp; Economic Development Department to Support Housing Development</b>	<b>BECK</b>
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**Executive Summary:** This Order would authorize the execution on an Interagency Agreement with the Community & Economic Development department to support housing development. In order to comply with Department of Treasury regulations as it relates to obligations that qualify as Government Services within the State and Local Fiscal Recovery Funds (ARPA) program, amounts not yet contracted for may be obligated through the execution of an Interagency Agreement.

**REGULAR MEETING BANGOR CITY COUNCIL – DECEMBER 23, 2024**

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**NEW BUSINESS  
ITEM NO.**

**ASSIGNED TO  
COUNCILOR**

The City Council has taken previous action to support various housing initiatives with ARPA funding such as the infrastructure to support the development of housing at a 10-acre city-owned parcel on Grandview Avenue (CO 24-253) as well as the quality housing provider program (CO 24-217) program. More recently, the City Council also indicated their support of limited-equity affordable housing cooperatives as well.

This item was reviewed and recommended for approval at Council Workshop on December 16, 2024.

**25-041    ORDER                      **Authorizing the City Manager to Execute an Interagency Agreement with Water Quality Department to Improve Wastewater Capacity to Support Development**                      **HAWES****

**Executive Summary:** This Order would authorize the execution on an Interagency Agreement with the Water Quality department to support development in the area of Hogan Road, Stillwater Avenue and Longview Drive. In order to comply with Department of Treasury regulations as it relates to obligations that qualify as Government Services within the State and Local Fiscal Recovery Funds (ARPA) program, amounts not yet contracted for may be obligated through the execution of an Interagency Agreement.

The City Council has taken previous action to support various infrastructure investment to support development (CO 24-253). The Water Quality department had identified this sewer shed as being at capacity and recently undertook an engineered evaluation of the existing infrastructure and recommended future investments. As this area is home to undeveloped and underutilized parcels and is within the growth boundary established by the 2022 Comprehensive plan. The investment in this sewer shed is vital to support development within the City.

This item was reviewed and recommended for approval at Council Workshop on December 16, 2024.

**25-042    RESOLVE                      **Ratifying the City Manager's Appointment of Geoffrey E. Low as Fire Chief**                      **FOURNIER****

**Executive Summary:** This Resolve will ratify the execution of an employment agreement with Geoffrey E. Low to serve as the City of Bangor's Fire Chief.

Mr. Low has over 30 years of fire service experience as a Firefighter and Paramedic and has previously served as Fire Chief in Auburn and Orono. He possesses a Bachelor of Science in Fire Service and a Masters in Business Administration. Mr. Low is also an adjunct instructor for the Maine Fire Services Institute, focusing on delivering leadership, fire officer, and safety programs and is a contract instructor for the National Fire Academy.

The proposed employment contract will authorize a starting salary of \$124,405. The term of this agreement is three (3) years and shall be automatically extended on an annual basis unless either party provides notice sixty (60) days prior to the expiration.



# CONSENT AGENDA

*Meeting called to order at 7:30 PM  
Chaired by Council Chair Pelletier  
Councilors Absent: Leonard  
Meeting adjourned at 8:32 PM*

**PUBLIC COMMENT**

*Brendan Davison spoke against the encampment sweep.*

*Suzette Furrow spoke against the encampment. She also felt Councilor Beck had a non-disclosed conflict of interest regarding housing or encampment due to his wife’s work and also felt it was a violation of law for Councilor Tremble to serve on the City Council and as a County Commissioner.*

*Ellen Taraschi was in favor of extending the closure of the encampment.*

*Ben Fraser inquired if there were any changes on the horizon regarding short term rentals in Bangor.*

*Doug Dunbar was against the closure of the encampment if shelter beds are not available.*

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ITEM NO.**

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**MINUTES OF:** *City Council Meeting of November 25, 2024 and Finance Committee Meetings of November 18, 2024 and December 4, 2024*

*Action: Approved*

**LIQUOR LICENSE  
RENEWALS:**

*Application for Liquor License Renewal, Malt, Wine, Spirits of Timber Kitchen, LLC d/b/a Timber Kitchen & Bar, 22 Bass Park Boulevard*

**HAWES**

*Action: Approved*

*Application for Liquor License Renewal, Malt, Wine, Spirits of Bangor Courtyard Marriott d/b/a Bangor Courtyard Marriott, 236 Sylvan Road*

**HAWES**

*Action: Approved*

**25-018    ORDER**

*Appointing Constables for the Year 2025*

**MALLAR**

*Action: Passed*

**MINUTES OF REGULAR MEETING BANGOR CITY COUNCIL – DECEMBER 9, 2024**

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<b>CONSENT AGENDA ITEM NO.</b>		<b>ASSIGNED TO COUNCILOR</b>
<u>25-019</u>	<u>ORDER</u> <i>Authorizing Contract Award to Dagle Electric Construction Corp. - MDOT WIN #26354.00 Griffin Road/Kenduskeag Avenue Signal Improvements Project in the Amount of \$338,338</i>	<b>DEANE</b>
	<i>Action: Passed</i>	
<u>25-020</u>	<u>ORDER</u> <i>Accepting a Community Connections Grant Offered Through the Governors Cabinet on Aging, Lifelong Maine's Age-Friendly Communities and Livable Communities in the Amount of \$10,000</i>	<b>FOURNIER</b>
	<i>Action: Passed</i>	
<u>25-021</u>	<u>ORDER</u> <i>Authorizing Execution of a Contract with Eastwood Contractors Inc. in the Amount of \$438,020 for Hammond Street Storm Drain Extension Project</i>	<b>FISH</b>
	<i>Action: Passed</i>	
<u>25-022</u>	<u>ORDER</u> <i>Rescinding Council Order 24-072 to Award State and Local Fiscal Recovery Funds to Wellspring in the Amount of \$221,540</i>	<b>TREMBLE</b>
	<i>Action: Passed</i>	
<b>REFERRALS TO COMMITTEE AND FIRST READING</b>		<b>ASSIGNED TO COUNCILOR</b>
	<i>Action: Motion made and seconded to move Council Resolve 25-025 to New Business Passed</i>	
<u>25-023</u>	<u>ORDINANCE</u> <i>Amending Chapter 217, Polystyrene, Section 217-4 Exemptions, by Adding an Exemption for Delays and Unreasonable Difficulty</i>	<b>TREMBLE</b>
	<i>Action: First Reading</i>	
<u>25-024</u>	<u>RESOLVE</u> <i>Accepting &amp; Appropriating a \$350,000 Maine State Housing Authority Long-term Solutions to Assisting People Experiencing Homelessness Grant</i>	<b>DEANE</b>
	<i>Action: First Reading</i>	

<b><u>UNFINISHED BUSINESS</u></b>	<b><u>ASSIGNED TO</u></b>
<b><u>ITEM NO.</u></b>	<b><u>COUNCILOR</u></b>

<b><u>25-014</u></b>	<b><u>ORDINANCE</u></b>	<i>Amending Chapter 165, Land Development Code, District Map to Re-zone a Property Located at 34 Birch Street from Urban Residence 1 District (URD-1) to Urban Residence 2 District (URD-2)</i>	<b>HAWES</b>
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*It was previously determined that Councilor Fish has a conflict of interest.*

*Motion made and seconded that Councilor Tremble has a conflict of interest.*

*Vote: 5 – 1*

*Councilors Voting Yes: Beck, Deane, Hawes, Mallar, Pelletier*

*Councilors Voting No: Fournier*

*Passed*

*Councilors Fish and Tremble left the room.*

*Action: Motion made and seconded for Passage*

*Vote: 6 – 0*

*Councilors Voting Yes: Beck, Deane, Fournier, Hawes, Mallar, Pelletier*

*Councilors Voting No: None*

*Passed*

*Councilors Fish and Tremble returned to the room.*

<b><u>25-015</u></b>	<b><u>ORDINANCE</u></b>	<i>Amending Chapter 165, Land Development Code, District to Re-zone a Property Located at 74 Allen Street from Urban Residence 1 District (URD-1) to Urban Residence 2 District (URD-2)</i>	<b>LEONARD</b>
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*Action: Motion made and seconded for Passage*

*Vote: 7 – 1*

*Councilors Voting Yes: Beck, Deane, Fish, Fournier, Hawes, Tremble, Pelletier*

*Councilors Voting No: Mallar*

*Passed*

<b><u>25-016</u></b>	<b><u>RESOLVE</u></b>	<i>Accepting and Appropriating \$2,127,000 in Passenger Facility Charges Through the Federal Aviation Administration to Provide Funding for Design, Purchase and Installation of a Passenger Boarding Bridge at Gate 11 at Bangor International Airport</i>	<b>TREMBLE</b>
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*Action: Motion made and seconded for Passage*

*Passed*

<b><u>NEW BUSINESS</u></b>	<b><u>ASSIGNED TO</u></b>
<b><u>ITEM NO.</u></b>	<b><u>COUNCILOR</u></b>
<p><b><u>25-025</u></b>     <b><u>RESOLVE</u></b>     <i>Accepting and Appropriating \$467,327 from the Maine Department of Transportation for the Purpose of Conduction Commercial Driver License Training and Purchase of Two Vehicles</i></p> <p><i>Action: Motion made and seconded to Waive Second Reading</i>  <i>Vote: 8 – 0</i>  <i>Councilors Voting Yes: Beck, Deane, Fish, Fournier, Hawes, Mallar, Tremble, Pelletier</i>  <i>Councilors Voting No: None</i>  <i>Passed</i></p> <p><i>Motion made and seconded for Passage</i>  <i>Passed</i></p>	<p><b>LEONARD</b></p>
<p><b><u>25-026</u></b>     <b><u>ORDER</u></b>     <i>Amending the Liquor License Processing Policy</i></p> <p><i>Action: Motion made and seconded for Passage</i>  <i>Passed</i></p>	<p><b>MALLAR</b></p>
<p><b><u>25-027</u></b>     <b><u>ORDER</u></b>     <i>Amending the Naming of City-Owned Properties Policy</i></p> <p><i>It was previously determined that Councilor Fournier has a conflict of interest. Councilor Fournier left the room</i></p> <p><i>Action: Motion made and seconded for Passage</i>  <i>Passed</i></p> <p><i>Councilor Fournier returned to the room.</i></p>	<p><b>BECK</b></p>
<p><b><u>25-028</u></b>     <b><u>ORDER</u></b>     <i>Accepting City Director of Engineering's Report and Ordering Discontinuance of Davis Court and a Portion of First Street Extension</i></p> <p><i>Action: Motion made and seconded for Passage</i>  <i>Passed</i></p>	<p><b>FISH</b></p>
<p><b><u>25-029</u></b>     <b><u>ORDER</u></b>     <i>Amending Council Order 23-318's Award of State and Local Fiscal Recovery Funds to Heart of Maine United Way by Allocating Unexpended ARPA Interest Earnings and Releasing the Federal Funding Obligation</i></p> <p><i>Action: Motion made and seconded for Passage</i>  <i>Passed</i></p>	<p><b>FOURNIER</b></p>

**NEW BUSINESS**  
**ITEM NO.**

**ASSIGNED TO**  
**COUNCILOR**

25-030

ORDER

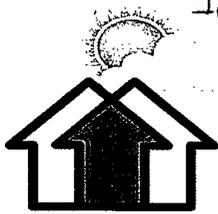
*Amending Council Order 23-299's Award of State and Local Fiscal Recovery Funds to Friends of Together Place's by Allocating Unexpended ARPA Interest Earnings and Releasing the Federal Funding Obligation*

**HAWES**

**Action:** *Motion made and seconded for Passage Passed*

ATTEST:

  
\_\_\_\_\_  
*Lisa J. Goodwin, MMC, City Clerk*



Freshstartrecovery-maine.org

In Council 12-9-2024  
Scott Pardy

**Fresh Start, Inc.**  
**207-481-8201**  
**100 Center St**  
**Bangor, Maine 04401**

"Good evening, everyone. Tonight, I want to address a critical issue that has persisted in our community for nearly five years: the lack of a comprehensive recycling program. In an era where environmental awareness is paramount, it's time for Bangor and other communities under the MRC umbrella to take decisive action. We must reinstate a robust recycling initiative that demonstrates our commitment to sustainability and the well-being of future generations.

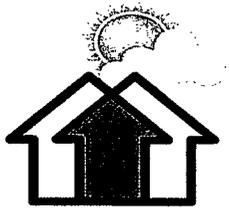
For almost half a decade, Bangor has been without a formal recycling program, resulting in significant environmental and economic repercussions. According to the Department of Environmental Protection, our landfill usage has surged by 50% since 2018.

Also, according to the DEP this increase is largely due to the malfunctioning plants in Hampden and Orrington, which were expected to handle our recycling needs. Recycling was halted based on promises made to us about the Hampden plant's capabilities, even before it was built. I urge the council to revisit this issue. I understand a tour of the plant was scheduled but canceled at the last minute—has it been re-scheduled? We are currently burdened with materials that could be repurposed or recycled, contributing to environmental degradation and wasting valuable resources that could benefit our economy.

Despite what our city's website states, all household trash and recycling go into the same 96-gallon bin provided by the city. For collection, everything must fit in the bin with the lid closed, meaning nothing from these bins is actually recycled; it all ends up in the landfill.

Reinstating a recycling program in Bangor is not just an environmental necessity; it's an opportunity for us to lead by example. We can look to other communities that have successfully implemented innovative recycling solutions. By investing in education and infrastructure, we can make our recycling efforts efficient and effective. Public awareness campaigns can engage our citizens, empowering them to make environmentally conscious choices.

According to the state of Maine, increasing the size of Juniper Ridge was only done because there is no other alternative.



[Freshstartrecovery-maine.org](http://Freshstartrecovery-maine.org)

**Fresh Start, Inc.**  
**207-481-8201**  
**100 Center St**  
**Bangor, Maine 04401**

The city has selected someone from the city to sit on the MRC board.  
At some point in the very near future we will be face with a disaster if we don't take steps and find a realistic alternative.

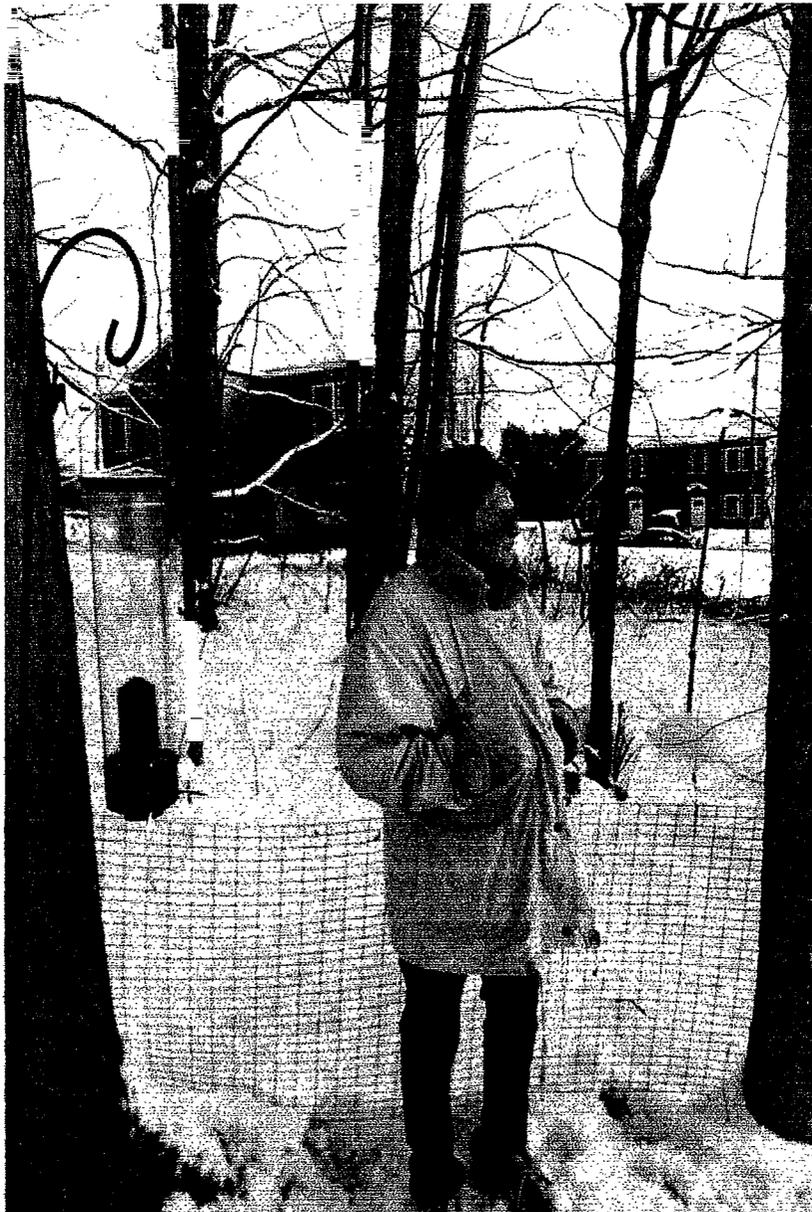
Written Comments

In Council 12-9-2024

COUNCIL

Photo taken December 9, 2024

This shows another part of the disastrous Maine Woods housing development off Lancaster Ave, approved by Anne Kreig and the City of Bangor planning board and city councilors in 2023. This land used to be an untouched wildlife home to deer, fox, endangered butterflys and other important creatures who either got killed or run off from THEIR home. Now it is, in our opinion, an overcrowded, built up, loud neighbors, crappy homes thrown onto slabs and inhabited with cars that couldn't care less if they run us neighbors over and absolutely do not fit in our neighborhood or in Maine period. Why is the city of Bangor run by out of staters who are ruining our lives? Put MAINE first. Hire local. Is Bangor turning us into just another crime ridden Boston hellhole. It has started here. What happened to preserving open spaces or is that just more hypocrisy? What about the will of the REAL Mainers?



**FREE  
SPEECH  
MATTERS**

Photo taken December 9, 2024

This shows another part of the disastrous Maine Woods housing development off Lancaster Ave, approved by Anne Kreig and the City of Bangor planning board and city councilors in 2023. The size of this ugly development dwarfs the exiting neighborhood and intrudes into the life, liberty and happiness of existing neighbors in every way you can imagine. These photos have been, and are being sent across the globe to warn all towns of what can happen when a poor planning board and city council ignores the will of noble tax paying citizens and screws them in ways that are extremely evil, in our opinion.



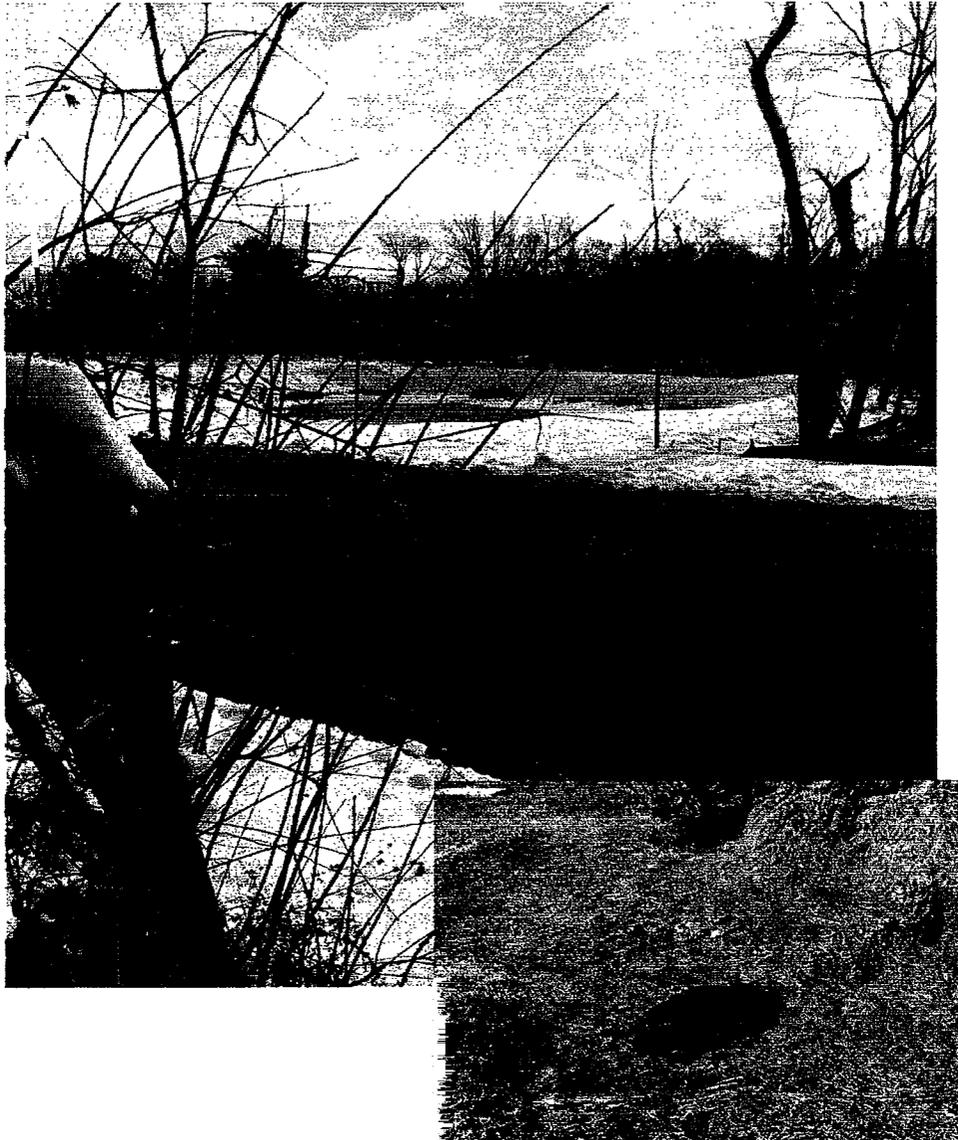
Photo taken summer 2024

More pain and suffering of the neighbors who have had to put up with the Maine Woods housing development off Lancaster Ave, approved by Anne Kreig and the City of Bangor planning board and city councilors in 2023. In our opinion, the size of this development, the houses, the equipment to build it are all **OBVIOUSLY WAY TO HUGE** and have invaded our small space, all at **OUR** expense. This is a typical truck and there were hundreds of them spewing dirt and dust in our homes, starting work **BEFORE** 7am for over a year, even though they were approved by the planning board and the city council of the city of Bangor to only start at 7am and **NOT** before. There was no enforcement or accountability at all. What we got was a bunch of hot air. How would you like to be invaded, woken up, **IGNORED** by your own city and have to tolerate people who were not invited and not wanted in any way what so ever into our lives. Our will, our lives, our property rights and our happiness were **ALL IGNORED** by all of you. Do you think there is no God who doesn't see this? Do you think there is no judgment day?



Photo taken December 9, 2024 and dead crow this past Fall

This is a picture of death. The dead crow was tested by the state biologist who got back to me and said it died of West Nile disease of which there is no cure for humans or animals. She said they had many cases of mosquito borne illness including EEE, including Penobscot county and to presume all dead birds died of either West Nile or EEE. Even though we had a pretty dry summer, mosquitoes were spreading their diseases. Standing water breeds mosquitoes and to prevent mosquitoes from breeding we are instructed to drain all standing water. This standing water pond is in the Maine Woods development and is just feet away from many houses. It overflows when it rains but otherwise looks like either an ice skating pond or a stagnant green mosquito pool. Either way it is not fenced in and in our opinion, a disaster to humans and wildlife through drowning and /or disease. The city of Bangor has ignored our requests over and over to drain this pond. Even though the state has a law for each city to control mosquitoes and have a plan, we have never once seen a plan. We have been ignored or placated Other states like PA and CO have extremely good communication and public support for their transparent mosquito plans. The next batch of infected mosquitoes can bite any of you reading this so the life you save could be your own.



last time I was here I asked for help  
cleaning dirt out of my house notakers  
my house has been impacted the most by this  
total mess

CAR lights ON 3 sides of my house All Night  
Speeding CARS on East Broadway  
Wind tunnel from Interstate taking shingles  
off roofs along with terrible noise.  
dogs ON EAST BROADWAY SICK LAST SUMMER  
was it west Nyle?

Developer called Code Enforcement office  
when I replaced windows

Called Dog Catcher even though my dogs  
had collars on to keep them in the yard  
HAD developer's lawyer send me a  
letter if I go out BACK I will be  
arrested

Judge told developer to stop yet he  
never did & no one cared.

I thought the city was for the people  
not for the developer.

You people never answered one question  
that was asked.

Democracy is dead in Bangor we have no  
vote and true facts aren't heard.



**CITY OF BANGOR**  
**Government Operations Committee**  
**Monday, December 2, 2024**

**Minutes**

Committee Members Present: Hawes (Chair), Beck, Deane, Tremble, Mallar (joined 15 min after start)  
Non-Committee Councilors: Fournier, Leonard, Fish, Pelletier  
Staff: C. O'Donnell, D. Laurie, J. Gunderman, E. Pelletier, P. Drew, L. Goodwin, D. Szewczyk

Called to order: 5:46 pm

**1. Overview of Projects in Progress**

Assessing: City Assessor Phil Drew provided a revaluation overview and update as of 2025 and 2026. The process, including hearings and assessment timelines and applicability were discussed. The consultant doing the work, KRT, arrived today with four data collectors. Their information was included in the packet and PD has profiles of each of them. They have identification and their cars are marked. If citizens have questions, call PD dispatch. They are starting on West side with digital property sketch and will validate their accuracy to help improve efficiency. Councilor Deane requested an update in Jan on how it is going.

There was further discussion about Microsoft 365 implementation, Adobe AI, concern about gentrification, school districts, demographic data, and revaluation timeline.

Clerk/Treasury Office: Clerk Goodwin provided an overview of this area including a reminder that about a year ago the two areas were combined and it has been a year of learning through cross training. She mentioned the State has rolled out a new dog licensing program that everyone is now learning. She stated that bank deposits weren't being made in a timely fashion, but they changed some processes to make it a priority are now caught up and being completed within one to two business days. The other issue is processing mail. She explained between elections and other duties, they got behind, but with help from a staffing agency, they are only one day behind currently.

There was further discussion about being prepared for next election season, if implementing AI would be helpful, the state's programs, as well as our system TRIO. Specifically, an upgrade was recently completed to the windows version and there are other solutions potentially to schedule with electronic processing options for tax bills and other items.

Public Health: Director Jen Gunderman highlighted items they have in progress including accreditation, mosquito borne illness, student intern starting in spring to put together a toolkit that will tie into climate change plan, gaps in response for HIV testing, outreach, medical case management, and more.

There was discussion on how to mitigate need for emergency services through being proactive and potential use of providing specialists. Director Gunderman shared that compared with other public health departments, we spend time in the expertise rather than admin work, definitely places we could improve. It was pointed out that most positions are covered through grant funding, so there is opportunity to create more administrative flexibility in the future.



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Director Gunderman gave an update on their proposals for Opioid settlement funds. The Committee indicated they would like to see return to committee.

She asked for Council consideration to approval them to request an Epidemic Investigative Officer Services (EIS). The federal CDC offer this program and people are chosen based on experience, knowledge, education and then match them across the country based on need. She advocated for the desire to utilize this service here in Bangor to help coordinate and provider leadership with expertise related to the HIV cluster to help us respond more effectively. The program is for two years and the cost is covered by the CDC, only cost to the department is the cost of managing it but believes it would be greatly beneficial given all the resources being put into it anyway. She stated more information was included in the packet.

***A motion to approve was made by Councilor Beck, seconded by Councilor Tremble, no objection, all in favor.***

Fire: Assistant City Manager O'Donnell and Deputy Fire Chief Pelletier provided a quick update based on items included in the memo and answered questions specific to morale and recruitment.

Community Connector: ACM provided an update based on the memo for what is in progress at the Community Connector including: cold bus barn rehab, implementation of fixed stop system, tech roll out and more. In response to Councilor Leonard stating that doesn't want to charge fare, ACM responded that Bangor Area Comprehensive Transportation System (BACTS) will be conducting a fare study this FY.

### **2. Ordinance: Amending Chapter 217, Polystyrene, Section 217-4 Exemptions, by Adding an Exemption for Delays and Unreasonable Difficulty**

City Solicitor Dave Szewczyk provided an overview of this ordinance amendment. It was implemented in 2020 and with emergency issue with supply chain related to the pandemic, it created an enforcement problem. One of the exceptions in the ordinance gave the City Manager the authority to allow food establishments to continue using polystyrene foam containers in an emergency. This exception expired on January 1, 2023. This proposed ordinance amendment would provide an objective test to determine whether an unreasonable difficulty exists for a food establishment to find an alternative to polystyrene food containers. Unreasonable difficulty may exist due to supply chain issues or other situations where an alternative to polystyrene containers cannot be secured by the food establishment in finding alternatives to polystyrene containers. The City Manager would be permitted to grant an exemption to compliance with the Polystyrene Ordinance for a period of not more than one year after a finding of unreasonable difficulty. There was discussion on what objective test meant.

***A motion to recommend approval was made by Councilor Deane, Seconded by Mallar, no objections; all in favor.*** It should be noted that Councilor Tremble left the meeting prior to this vote.

### **3. Order: Amending Liquor License Processing Policy**

City Clerk Lisa Goodwin provided an overview of this item and shared that the state is trying to reduce paperwork and streamline their processes which created a change to liquor licensing processing. The updated policy would grant permission to the City Clerk to sign electronically for the licenses on behalf



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of Council, however, should there be an issue or dept. objection to issuing a license, that would come before Council.

***Councilor Deane made a motion to recommend approval, seconded by Councilor Beck, no objection; all in favor.***

### **4. Order: Amending Policy for Naming of City Owned Properties**

ACM O'Donnell provided a summary of the changes including a land acknowledgment, updated process for including opportunity for recommendations from the Advisory Committee on Racial Equity, Inclusion, and Human Rights (ACREIHR) and more. The Chair and Vice Chair of the Committee, Liana Fellis and Katie Brydon, were present and shared a few thoughts on their recommendation.

***Councilor Beck made a motion to recommend approval, Councilor Deane seconded, no objections; all in favor.***

### **5. MRC Board Member Vote**

ACM O'Donnell put forth Public Works Director Aaron Huotari's name for the City's vote to serve on the Executive Board for the MRC. He has been serving since 2021 and represents Bangor's interest.

***Councilor Beck made a motion to approve a vote for Aaron Huotari, seconded by Councilor Deane – all in favor.***

### **6. Cleveland Street Encampment Closure Update**

City Manager Debbie Laurie reviewed the memo provided in the packet regarding efforts to help facilitate the closure and those living in the encampment. She stated that some have gone to shelters, city staff is working with some landlords to help streamline housing options, others have been housed or relocated. She shared there is a struggle with new folks showing up. Shelters are willing to relook at individuals who may have been previously banned. Medical outreach is PCHC and family planning has a large van to provide a clinic setting to individuals. There is a focus to keep an eye on what research shows, increase in OD or other issues, and talking with partners on how to implemented the 19 strategies. Everyone is making sure the individuals have resources including a safe place to store their belongings, resources list, naloxone, etc.

Debbie reached out to Penquis regarding an update on the Pine Tree Inn and they've stated the end of the year but that is not certain. There was discussion about number of folks cooperating,

Councilor Beck expressed concern with the Dec. 31 deadline. There was more discussion on this and the work being done being positive but concern closing it could hinder that progress. Some Councilors advocated to stick with the deadline. Concern about other encampments popping up was also expressed.

No action was taken.



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### **7. Resolve: Accepting and Appropriating \$350,000 Maine State Housing Authority Long-term Solutions to Assisting People Experiencing Homelessness Grant**

CM Laurie provided an overview of this and reminded everyone that in Sept. 2024, City Council authorized application for this. This funding would allow the City to hire two positions, a housing navigator and stabilization position. Getting folks housing isn't always great, landlords need a point of contact. Basic furnishings, etc. moving services, would be included and would allow the outreach workers to do their work rather than help with those things.

***Councilor Deane made a motion to recommend approval, seconded by Councilor Beck, no objections; all in favor.***

### **8. DHHS Proposed Rule Change Emergency Shelter Maximums**

Last week, DHHS scheduled a public hearing to implement a rule that would create a cap in the amount of General Assistance that could be provided to a shelter, particularly impacting family shelters. They are accepting comments and City Manager Laurie wanted to see if there is approval of the committee for her to express concern and submit opposition to that one piece.

***Councilor Beck made a motion to approve, seconded by Councilor Deane, no objection, all in favor.***

Meeting adjourned at 7:56pm.

## **BUSINESS & ECONOMIC DEVELOPMENT COMMITTEE**

Monday, November 18, 2024 @ 5:15 PM  
Penobscot Room, Lower Floor of Penquis CAP

### **MEETING MINUTES**

City Councilors Present: Beck, Dean, Fish, Fournier, Hawes, Leonard, Mallar, Pelletier.

City Staff Present: Collette, Krieg, Saavedra.

Chair Fournier called the meeting to order at 5:15 P.M.

#### **1. LAND USE PLAN IMPLEMENTATION CONSULTANTS INTRODUCTION AND PROJECT TIMELINE**

Planning Officer Anja Collette presented to the Committee and gave an overview of the agenda item.

Chris Ginette, Camiros, presented to the Committee and gave a slideshow presentation on the Land Use Plan implementation project.

Councilor Fish asked about zoning and multi-family housing. Development Director Anne Krieg responded and confirmed that staff is working on this as part of the Land Use Plan implementation process.

#### **2. MURAL – KENDUSKEAG PUMP STATION AT BROAD STREET PARK, Bangor Beautiful requesting permission**

Development Director Krieg gave an overview of the agenda item.

Annette Sohns-Dodd, Bangor Beautiful, presented to the Committee and gave an overview of the mural project.

Councilor Leonard expressed support for the project.

Chair Fournier asked about the timeline for the project – Sohns-Dodd responded that the design is expected to be finalized by the end of March, with expected spring installation of the mural.

Council Chair Pelletier commented on the benefit of having so many murals in the City and expressed support for the project.

Councilor Leonard moved support for the mural project, seconded by Councilor Fish. Vote unless doubted, no doubt. Motion passed.

### **3. COMMISSION ON CULTURAL DEVELOPMENT RECOMMENDATIONS FOR GRANT AWARDS**

Development Director Krieg gave an overview of the agenda item and provided a summary on each recommended grant award.

Councilor Mallar asked for clarification regarding the grant award for Christopher Packard – Development Director Krieg responded and clarified. Mallar expressed some concerns regarding awarding grant funds to the same events continuously. Krieg responded and clarified that the Commission could be asked to amend their policies regarding grant awards if desired by the Council.

Councilor Leonard moved approval of the grant award recommendations, seconded by Councilor Fish. Vote unless doubted, no doubt. Motion passed.

### **4. AIRPORT DIRECTOR CHECK-IN – ACTIVE PROJECT OVERVIEW**

Airport Director Jose Saavedra presented to the Committee and gave a summary of his written report outlining active projects.

Councilor Fish commented on the parking lot expansion and expressed support for the project.

Council Chair Pelletier asked about the timeline for receiving figures from Breeze – Airport Director Saavedra responded that it will likely be included in next update.

Chair Fournier asked about some of the DOD data – Airport Director Saavedra responded and clarified.

Councilor Leonard asked about the numbers of direct flights vs. connecting flights – Airport Director Saavedra responded and clarified that this is not data that is tracked. Leonard also asked about successes and challenges for the airport when looking at the year ahead – Saavedra responded and brought up infrastructure needs. Leonard also asked about ticket price discrepancies between the Bangor airport and other nearby airports – Saavedra responded and clarified.

### **5. COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR CHECK-IN – ACTIVE PROJECT OVERVIEW**

Development Director Krieg gave a summary of her written report outlining active projects.

Councilor Leonard expressed gratitude for Development Director Krieg's work.

Meeting adjourned at 6:21 P.M.

Meeting minutes respectfully submitted,

Sarah Maquillan  
Admin. Asst.  
C&ED

## **BUSINESS & ECONOMIC DEVELOPMENT COMMITTEE**

Monday, December 2, 2024 @ 5:15 PM

Penobscot Room, Lower Floor of Penquis CAP

### **MEETING MINUTES**

City Councilors Present: Beck, Fish, Fournier, Hawes, Leonard, Pelletier,  
Tremble.

City Staff Present: Krieg, Willette.

Chair Fournier called the meeting to order at 5:18 P.M.

#### **1. LIVABLE COMMUNITIES GRANT ACCEPTANCE FOR PRENTISS WOODS IMPROVEMENTS**

Development Director Anne Krieg gave an overview of the agenda item and the proposed use of grant funds.

Chair Fournier asked how staff was notified of the grant and whether this would be handled by the City's grant writer. Development Director Krieg and Parks & Recreation Director Tracy Willette responded and clarified.

Councilor Hawes asked when the work is expected to be done once grant funds are disbursed – Parks & Recreation Director Willette responded that they are aiming for the spring.

Councilor Leonard moved acceptance, seconded by Councilor Fish. Vote unless doubted, no doubt. Motion passed.

#### **2. CITY PROPERTY USE REQUEST – DOWNTOWN BANGOR PARTNERSHIP**

Parks & Recreation Director Willette gave an overview of the agenda item and the proposed use of City property.

Councilor Hawes expressed support for the proposal.

Councilor Leonard suggested that any light installation be less “flashy” than other light installations presently in the City.

Chair Fournier asked about the cost of the proposal – Parks & Recreation Director Willette confirmed that any associated costs will be incurred by Downtown Bangor Partnership.

Councilor Leonard moved staff recommendation, seconded by Councilor Fish. Vote unless doubted, no doubt. Motion passed.

Betsy Lundy, Downtown Bangor Partnership, presented to the Committee and asked whether an additional light installation could be added to this proposal.

Councilors Hawes and Dean asked for clarification about the location and any potential safety hazards – Lundy responded and clarified.

**3. EXECUTIVE SESSION – 1 M.R.S.A. § 405(6)(C), Disposition of Real Property or Economic Development**

Councilor Hawes moved to go into Executive Session pursuant to 1 M.R.S.A. § 405(6)(C). Roll call vote conducted – all in favor, none opposed. Motion passed.

Meeting adjourned at 5:30 P.M.

Meeting minutes respectfully submitted,

Sarah Maquillan  
Admin. Asst.  
C&ED

## **BUSINESS & ECONOMIC DEVELOPMENT COMMITTEE**

Monday, December 16, 2024 @ 5:15 PM

Penobscot Room, Lower Floor of Penquis CAP

### **MEETING MINUTES**

City Councilors Present: Beck, Dean, Fish, Fournier, Hawes, Leonard, Mallar, Tremble.

City Staff Present: Collette, Krieg, Laurie, Stanicki.

Chair Hawes called the meeting to order at 6:28 P.M.

#### **1. COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM – POSSIBLE FUNDING OF CEDAR FALLS MOBILE HOME PARK**

Community Development Officer Robyn Stanicki gave an overview of the agenda item and the funding proposal.

Councilors Tremble and Leonard expressed support for the proposal.

Councilor Fish asked about the amount of the mortgage request – Community Development Officer Stanicki responded that it is \$500,000, and clarified the process. City Manager Debbie Laurie provided additional clarification. Discussed at length with Chair Fournier.

#### **2. LAND DEVELOPMENT CODE A. EXPLANATION OF RESIDENTIAL ZONES B. TINY HOME PARK CHANGE**

Planning Officer Anja Collette gave an overview of the agenda item and summarized her written memo.

Councilor Fish asked for clarification regarding the reasoning for updating the zoning – Planning Officer Collette responded and clarified.

Councilor Tremble expressed support maintaining a primarily single-family housing zone.

Councilor Dean asked for clarification regarding the URD-2 zone – Planning Officer Collette responded and clarified.

Councilor Fish expressed that the City has some responsibility for allowing some of the illegal non-conformities, and suggested remedying this moving forward. Development Director Anne Krieg responded and clarified staff's efforts to remedy this.

Councilor Mallar asked about occupancy permits – Development Director Krieg responded and clarified Code Enforcement's efforts in this area.

Councilor Beck presented a potential conflict of interests regarding the tiny home park agenda item – Councilors discussed. Beck elected to excuse himself from the meeting.

Planning Officer Collette presented an overview on proposed ordinance amendment regarding tiny home parks.

Councilor Leonard expressed opposition to the allowance of short-term rentals in tiny home parks.

Councilor Fish expressed support for the allowance of short-term rentals in tiny home parks.

Councilor Dean asked about possible benefits of this allowance – Planning Officer Collette responded that the reason for the proposed amendment was intended mostly to make the rules for mobile home parks and tiny home parks consistent and avoid confusion. Councilor Fish brought up several potential benefits.

Councilor Mallar asked for clarification regarding the 5-unit allowance for short-term rentals – Planning Officer Collette responded and clarified.

Councilor Hawes expressed opposition to the short-term rental allowance.

Chair Fournier expressed support for the short-term rental allowance.

Councilor Mallar asked for clarification regarding ownership in mobile home parks vs. tiny home parks – Planning Officer Collette responded and clarified.

Councilor Hawes expressed additional concerns regarding the effect on the community of a tiny home park; discussed with Councilors and staff at length.

Development Director Krieg asked the Committee if they would like staff to work on this proposal more – Chair Fournier confirmed.

**3. EXECUTIVE SESSION – 1 M.R.S.A. § 405(6)(C), Disposition of Real Property or Economic Development (2 Items)**

Councilor Hawes moved to go into Executive Session pursuant to 1 M.R.S.A. § 405(6)(C), seconded by Councilor Leonard. Roll call vote conducted – all in favor, none opposed. Motion passed.

Meeting adjourned at 7:05 P.M.

Meeting minutes respectfully submitted,

Sarah Maquillan  
Admin. Asst.  
C&ED

**INFRASTRUCTURE COMMITTEE**  
Monday, October 21, 2024 @ 6:15 PM  
Penobscot Room, Lower Floor of Penquis CAP

**MEETING MINUTES**

City Councilors Present: Dean, Fish, Fournier, Hawes, Leonard, Pelletier,  
Schaefer.

City Staff Present: Davis, Huotari.

Chair Schaefer called the meeting to order at 6:15 P.M.

**1. MAINE AUDUBON COMMUNITY CONSERVATION HORTICULTURE COLLABORATION, INFLATION REDUCTION ACT URBAN & COMMUNITY FORESTRY/PROJECT CANOPY GRANT**

Public Works Director Aaron Huotari presented to the Committee and gave an overview of the agenda item and the City's proposed participation in the horticulture/forestry program.

Councilor Hawes moved staff recommendation to pursue program participation, seconded by Councilor Fournier. Vote unless doubted, no doubt. Motion passed.

Chair Schaefer made several suggestions regarding student participation.

**2. ACCEPT DONATION OF 26 TREES FROM BANGOR BEAUTIFUL, INC.**

Public Works Director Huotari gave an overview of the agenda item and the donation from Bangor Beautiful, including the trees' locations.

Councilor Leonard moved staff recommendation to accept donation, seconded by Councilor Fish. Vote unless doubted, no doubt. Motion passed.

**3. FORD WARRANTY PROVIDER AGREEMENT & FIELD SERVICE PROVIDER AGREEMENT**

Public Works Director Huotari gave an overview of the agenda item and the proposed provider agreements.

Councilor Leonard moved approval to enter into warranty provider agreement & field service provider agreement with Ford, seconded by Councilor Hawes. Vote unless doubted, no doubt. Motion passed.

**4. HAMPDEN SNOW DUMP QUITCLAIM DEED WITH COVENANT**

Public Works Director Huotari gave an overview of the agenda item and the proposed deed & covenant.

Councilor Leonard moved approval of quitclaim deed with covenant, seconded by Councilor Hawes. Vote unless doubted, no doubt. Motion passed.

**5. MUNICIPAL REVIEW COMMITTEE (MRC)/MUNICIPAL WASTE SOLUTIONS (MWS) UPDATE**

Public Works Director Huotari gave an overview of the agenda item and provided updates on the Municipal Review Committee and Municipal Waste Solutions.

Councilor Fournier asked for clarification regarding use of recycled materials – Public Works Director Huotari responded and clarified. Fournier also asked about data on materials going into land fill – Huotari responded that he did not have these figures.

**6. UTILITY EASEMENT FOR VERSANT POWER, OFF MAINE AVENUE**

City Engineer Jeff Davis presented to the Committee and gave an overview of the agenda item and the proposed utility easement.

Councilor Dean moved approval of utility easement, seconded by Councilor Leonard. Vote unless doubted, no doubt. Motion passed.

**7. MDOT OVERWEIGHT CONSTRUCTION VEHICLES, MDOT 025631.10 US202/I-395 BRIDGE DECK REPLACEMENT**

City Engineer Davis gave an overview of the agenda item.

Councilor Leonard moved acceptance of the MDOT permit, seconded by Councilor Fournier. Vote unless doubted, no doubt. Motion passed.

**8. BACTS URBAN PARTNERSHIP INITIATIVE (UPI) GRANT APPLICATION RESOLVE, MAINE AVENUE SIDEWALKS, HAMMOND STREET TO TEXAS AVENUE**

City Engineer Davis gave an overview of the agenda item and the application resolve.

Chair Schaefer asked for clarification regarding the location – City Engineer Davis responded and clarified.

Councilor Leonard moved staff recommendation to pursue grant, seconded by Councilor Dean. Vote unless doubted, no doubt. Motion passed.

**9. AUTHORIZE CITY ENGINEER TO BEGIN THE PROCESS OF DISCONTINUING DAVIS COURT & A PORTION OF FIRST STREET**

City Engineer Davis gave an overview of the agenda item and the process for discontinuation.

Chair Schaefer noted that Councilor Fournier was previously found to have a conflict of interests with this agenda item and has been excused from the meeting.

Councilor Leonard moved approval to begin process of discontinuation, seconded by Councilor Hawes. Vote unless doubted, no doubt. Motion passed.

Meeting adjourned at 6:59 P.M.

Meeting minutes respectfully submitted,

Sarah Maquillan  
Admin. Asst.  
C&ED

**INFRASTRUCTURE COMMITTEE**  
Monday, November 18, 2024 @ 6:15 PM  
Penobscot Room, Lower Floor of Penquis CAP

**MEETING MINUTES**

City Councilors Present: Dean, Fish, Fournier, Hawes, Leonard, Mallar, Pelletier.

City Staff Present: Davis, Huotari, Smith.

Chair Dean called the meeting to order at 6:15 P.M.

**1. PROJECT UPDATES FOR PUBLIC WORKS DEPT., WASTEWATER TREATMENT PLANT, & ENGINEERING DEPT.**

City Engineer Jeff Davis gave an overview of the agenda item and presented a summary of his written report detailing updates from the Public Works, Wastewater Treatment, and Engineering departments.

Councilor Leonard asked if there is one central staff person that Councilors can contact regarding questions for all three of these departments, or if this would be a possibility. City Engineer Davis responded that there is not and clarified why this is the case.

Councilor Fournier asked for clarification regarding some of the agreements with other towns – City Engineer Davis and Wastewater Director Amanda Smith responded and clarified.

**2. TREE DONATION FROM PLANTS UNLIMITED**

Public Works Director Aaron Huotari presented to the Committee and gave an overview of the agenda item and tree donation.

Councilor Fournier asked if the trees are native species – Public Works Director Huotari and City Engineer Davis clarified that they are not, but that they are suitable for planting in the region.

Councilor Fournier moved acceptance of the tree donation, seconded by Council Chair Pelletier. Vote unless doubted, no doubt. Motion passed.

**3. TREE DONATION FROM UNIVERSITY OF MAINE SCHOOL OF FOREST RESOURCES**

Public Works Director Huotari gave an overview of the agenda item and tree donation.

Councilor Hawes moved acceptance of the tree donation, seconded by Councilor Fish. Vote unless doubted, no doubt. Motion passed.

#### **4. OVERNIGHT ON-STREET PARKING RULES**

Public Works Director Huotari gave an overview of the agenda item and the proposed new rules.

Chair Dean asked for clarification about the parking allowances – Public Works Director Huotari responded and clarified.

Council Chair Pelletier asked for clarification about the scheduling of snow removal – Public Works Director Huotari responded and clarified.

Councilor Leonard moved staff recommendation, seconded by Councilor Hawes. Vote unless doubted, no doubt. Motion passed.

#### **5. ENGINEER'S REPORT DISCONTINUING DAVIS COURT & A PORTION OF FIRST STREET**

Chair Dean noted that Councilor Fournier was previously found to have a conflict of interests with this agenda item, and has been excused from the meeting.

City Engineer Davis gave an overview of the agenda item and his report on the discontinuation.

Councilor Leonard moved approval of the Engineer's Report and staff recommendation, seconded by Councilor Fish. Vote unless doubted, no doubt. Motion passed.

#### **6. TRAFFIC CALMING POLICY**

City Engineer Davis gave an overview of the agenda item and the existing policy.

Councilor Leonard asked about the process of creating a petition – City Engineer Davis responded and clarified that the minimum number of required signatures is ten. Leonard also asked about whether additional studies should be conducted regarding pedestrians, scooters, etc. – Davis responded that it may be worth looking at in the future.

Chair Dean asked about the next steps – City Engineer Davis responded that he would begin looking at revisions at a staff level.

Meeting adjourned at 6:46 P.M.

Meeting minutes respectfully submitted,

Sarah Maquillan  
Admin. Asst.  
C&ED

**INFRASTRUCTURE COMMITTEE**  
Monday, December 16, 2024 @ 6:15 PM  
Penobscot Room, Lower Floor of Penquis CAP

**MEETING MINUTES**

City Councilors Present: Dean, Fish, Fournier, Hawes, Leonard.

City Staff Present: Davis, Huotari, Laurie, Smith.

Chair Dean called the meeting to order at 7:21 P.M.

**1. OVERVIEW OF KMART & PERRY ROAD PUMP STATIONS**

Wastewater Director Amanda Smith gave an overview of the agenda item.

Councilor Fournier asked about the service costs for Hermon – Wastewater Director Smith responded and clarified.

Councilor Leonard asked about the timeline for additional updates on wastewater infrastructure, and budgeting for necessary improvements in the future – Wastewater Director Smith responded and clarified. City Manager Debbie Laurie provided additional clarification about the budgeting process.

Councilor Hawes discussed pump station capacity with City Engineer Jeff Davis; Davis noted that developers incur additional costs when City-owned pump stations are at capacity.

**2. COUNCIL RESOLVE: BANGOR HOUSING AUTHORITY APPLICATION FOR EPA ENVIRONMENTAL & CLIMATE JUSTICE COMMUNITY CHANGE GRANT, BANGOR PUBLIC WORKS TREE NURSERY & COMPOST PROGRAM**

Public Works Director Aaron Huotari gave an overview of the agenda item and proposed work with the compost program.

Chair Dean asked about the possible number of trees that could be planted – Public Works Director Huotari clarified the proposed use of the funds and noted the number of trees planted with the most recent fiscal year's budget.

Councilor Leonard moved staff recommendation, seconded by Councilor Fish. Vote unless doubted, no doubt. Motion passed.

**3. BANGOR PUBLIC WORKS WINTER SCHEDULE TRIAL**

Public Works Director Huotari gave an overview of the agenda item and the schedule trial for the highway crew.

Councilor Leonard asked about metrics for success during this trial – Public Works Director Huotari responded that staff feedback will be primary metric. Leonard also asked about contingency plans for extreme weather events – Huotari responded and clarified.

#### **4. MDOT WIN #27746.00 VILLAGE PARTNERSHIP INITIATIVE (VPI) UPDATE**

City Engineer Davis gave an overview of the agenda item and update on the VPI project.

Councilor Leonard mentioned concerns regarding roundabouts, and suggested piloting traffic pattern changes in a smaller area. Discussed with City Engineer Davis.

Councilor Fish suggested putting together a list of pros and cons regarding the recommended options moving forward.

Chair Dean asked about the timeline – City Engineer Davis responded that a final report will likely be available in January.

Meeting adjourned at 7:59 P.M.

Meeting minutes respectfully submitted,

Sarah Maquillan  
Admin. Asst.  
C&ED



**CITY COUNCIL ACTION**

12/23/2024 25-032

Council Meeting Date: 12/23/2024

Item No: 25-032

Responsible Dept: Health & Community Services

Requested Action: Order

Map/Lot: N/A

**Title, Order**

Authorizing the City Manager to Execute a Subcontract with Northern Light Mayo Hospital in the Amount of \$236,409 to Provide Prevention Services in Piscataquis County as Part of the State of Maine's Maine Prevention Network

**Summary**

This Order will authorize the City Manager to execute a subcontract with Northern Light Mayo Hospital in the amount of \$236,409 to provide substance use and tobacco prevention services, and healthy eating active living promotion services in Piscataquis County as part of the Maine Prevention Network for FY 25. Order 23-111 authorized the City Manager to execute a subcontract for these same prevention services from January 1, 2023 - June 30, 2024.

Bangor Public Health and Community Services is the lead agency for the project, providing substance use and tobacco prevention services, and health eating active living promotion services in Penobscot County. Northern Light Mayo Hospital has been contracted to provide prevention services in Piscataquis County since January 1, 2023.

Resolve 24-166 authorizing the City Manager to accept and appropriate the Maine Prevention Network funding for FY25 was approved on June 10, 2024. This is the second contract period in a ten-year project period.

This MOU will begin on July 1, 2024 and end on June 30, 2025.

**Committee Action**

Committee: Finance Committee  
Action: Recommend for passage

Meeting Date: 12/16/2024  
For: Against:

**Staff Comments & Approvals**

City Manager

City Solicitor

Finance Director

**Introduced for:** Consent



## **CITY OF BANGOR ORDER**

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12/23/2024 25-032

Date: 12/23/2024

Item No: 25-032

Assigned to Councilor: Fish

Authorizing the City Manager to Execute a Subcontract with Northern Light Mayo Hospital in the Amount of \$236,409 to Provide Prevention Services in Piscataquis County as Part of the State of Maine's Maine Prevention Network

Be it Ordered by the City Council of the City of Bangor that, the City Manager is authorized to execute a subcontract with Northern Light Mayo Hospital in the amount of \$236,409 to provide prevention services in Piscataquis County as part of the state of Maine's Maine Prevention Network.



**CITY COUNCIL ACTION**

12/23/2024 25-033

Council Meeting Date: 12/23/2024

Item No: 25-033

Responsible Dept: City Manager



Requested Action: Order



Map/Lot: N/A

**Title, Order**

Terminating Health Equity Alliance's State and Local Fiscal Recovery Funds Award in the Amount of \$307,646.51

**Summary**

If approved, this Order would terminate the award of State and Local Fiscal Recovery Funds (aka ARPA funds) as previously authorized by Council Order 23-332 to Health Equity Alliance (HEAL).

This award was to provide funding for the first year start-up operating costs associated with the establishment and operation of a resource center and the deployment of two outreach specialists. The resource center was to be open 7 days a week to provide services to individuals who are unhoused or struggle with unstable housing, use substances, struggle with mental health diagnoses, and/or need resources or referrals. As HEAL was a "covered entity" the ongoing funding source post start-up was projected to be 340b income (federal funding), which HEAL has since learned is not an available funding source. Further, HEAL is undergoing an organizational restructuring and paused virtually all operations November 5th.

A full accounting of funds utilized for the Heart Center has been received. Therefore, this order would terminate the ARPA award in the amount of funding not expended for the operation of the Heart Center in the amount of \$307,646.51. Further, it would allow for the transfer of the van purchased for this purpose to ensure it is utilized to assist those who are unhoused or struggle with unstable housing to ensure the federal purpose of the funds is fulfilled.

**Committee Action**

Committee: Council Workshop  
Action: Recommend for passage

Meeting Date: 12/16/2024

For:

Against:

**Staff Comments & Approvals**

City Manager

City Solicitor

Finance Director

**Introduced for:** Consent





## CITY OF BANGOR ORDER

12/23/2024 25-033

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Date: 12/23/2024

Item No: 25-033

Assigned to Councilor: Mallar

Terminating Health Equity Alliance's State and Local Fiscal Recovery Funds Award in the Amount of \$307,646.51

WHEREAS, on October 23, 2023, the City Council adopted Council Order 23-332, which authorized a State and Local Fiscal Recovery Fund (ARPA) award to Health Equity Alliance (HEAL); and

WHEREAS, with this funding HEAL was to create a resource center and expand outreach work; and

WHEREAS, HEAL's plan was to utilize 340b program funds as a means to sustain this project beyond the one-year start up funding provided by the award; and

WHEREAS, subsequent to the award HEAL determined that 340b program funding would not be available to sustain the program; and

WHEREAS, HEAL continued to identify other funding sources that would enable the work to continue; and

WHEREAS, due to organizational pressures HEAL had to pause organizational operations in November; and

WHEREAS, HEAL continues to envision their organization structure and needs; and

WHEREAS, the resource center for which the funding was awarded is currently not operational,

Now Therefore Be it Ordered by the City Council of the City of Bangor that, the ARPA award to HEAL is hereby terminated. This termination results in \$307,646.51 in funding that can be reallocated to another eligible source. Of the amount to be reallocated, \$143,504.45 is owed back to the City. Further, the grant funds were utilized to prepay a two-year vehicle lease. To ensure compliance with federal regulations, the leased vehicle is to be utilized to assist those who are unhoused or struggle with unstable housing to ensure the federal purpose of the funds is fulfilled which may require the City take possession of.



**CITY COUNCIL ACTION**

12/23/2024 25-034

Council Meeting Date: 12/23/2024

Item No: 25-034

Responsible Dept: City Manager



Requested Action: Order



Map/Lot: N/A

**Title, Order**

Authorizing Amendment to Christine B Foundation's State and Local Fiscal Recovery Funds Award as to Eligible Improvements

**Summary**

If approved, this Order will authorize an amendment to the Christine B Foundation's State and Local Fiscal Recovery Funds (aka ARPA) award. The original application was to fund site design and planning costs associated with the construction of a nutritional health facility. Thereby expanding access to nutritional health resources.

Since the application and award, facility construction and campaign costs have increased significantly to the point it is no longer feasible to pursue a new facility at this time. However, the Christine B Foundation did identify other capital investments that would support an increase in their capacity to expand their service distribution; a refrigerator van and two refrigerators. While the original initiative is no longer feasible, this investment will allow for expanded access to nutritional health resources, which is in keeping with the intent of the original award.

**Committee Action**

Committee: Council Workshop  
Action: Recommend for passage

Meeting Date: 12/16/2024

For: Against:

**Staff Comments & Approvals**

Councilors discussed whether to amend the underlying investment versus allocating to another project. The majority agreed to support the amendment.

City Manager

City Solicitor

Finance Director

Introduced for: Consent





## CITY OF BANGOR ORDER

12/23/2024 25-034

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Date: 12/23/2024

Item No: 25-034

Assigned to Councilor: Leonard

Authorizing Amendment to Christine B Foundation's State and Local Fiscal Recovery Funds Award as to Eligible Improvements

WHEREAS, On August 14, 2023, Council Order 23-248, awarded \$100,000 in State and Local Fiscal Recovery Funds (aka ARPA) to Christine B Foundation to support the site design and planning of the construction of a nutritional health facility; and

WHEREAS, Christine B Foundation's core mission is to provide funding to support expanded access to nutritional health resources; and

WHEREAS, facility construction and campaign costs have increased significantly since the initial concept to the point it is no longer feasible to pursue a new nutritional health facility at this time; and

WHEREAS, Christine B Foundation has identified other capital investments that would support an increase in their capacity to expand their service distribution a refrigerator van and two refrigerators;

NOW THEREFORE Be it Ordered by the City Council of the City of Bangor that, the City Manager is hereby authorized to execute an amendment to the Christine B Foundation's award as it relates to the improvements to expand access to services as well as update any reporting requirements accordingly.



**CITY COUNCIL ACTION**

12/23/2024 25-035

Council Meeting Date: 12/23/2024

Item No: 25-035

Responsible Dept: Community & Economic Development

Requested Action: Order

Map/Lot: R17-013-D

**Title, Order**

Authorizing the Execution of a Lease Agreement with Pramukh Bangor Suites LLC for the Hotel Parking Lot at 250 Odlin Road

**Summary**

If approved, this Order would authorize the execution of a lease agreement for parking lot located at the Bangor Suites Hotel at 250 Odlin Road.

The Bangor Suites Hotel was recently purchased by a new owner, Pramukh Bangor Suites Airport LLC, a Maine limited liability company. The parking lot adjacent to the hotel is city-owned and under a lease. As part of the agreement of the purchase, the new hotel owners would like to secure a long-term lease for the parking lot as it is an essential part of hotel operations.

The proposal is to finalize a 25-year lease which auto-renews for an additional 25 years making a new lease which is a total of 50 years. This lease is very similar to the original lease of the parking lot to the original hotel owners.

As originally planned in 1982 by the city, the parking lot is the critical component of hotel operations which provides jobs and accommodations within the City of Bangor.

**Committee Action**

Committee: Business & Economic Development Committee  Meeting Date: 12/16/2024

Action: Recommend for passage

For: 5

Against: 0

**Staff Comments & Approvals**

City Manager

City Solicitor

Finance Director

Introduced for: Consent





## **CITY OF BANGOR ORDER**

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12/23/2024 25-035

Date: 12/23/2024

Item No: 25-035

Assigned to Councilor: Mallar

Authorizing the Execution of a Lease Agreement with Pramukh Bangor Suites LLC for the Hotel Parking Lot at 250 Odlin Road

Be it Ordered by the City Council of the City of Bangor that, the City Manager is hereby authorized to execute a lease agreement with Pramukh Bangor Suites LLC for the parking lot located at 250 Odlin Road.

## LEASE AGREEMENT

This Lease Agreement (the "Lease") is entered into this \_\_\_ day of December 2024, by and between the City of Bangor, a body corporate located at 73 Harlow Street, Bangor, County of Penobscot, State of Maine, hereinafter called the "Lessor", and Pramukh Bangor Suites Airport LLC, a Maine limited liability company, with a mailing address of 250 Odlin Road, Bangor, ME 04401, hereinafter called the "Lessee,"

### WITNESSETH:

That the Lessor, for and in consideration of the covenants and agreements contained herein to be kept and performed by the Lessee, does hereby demise and lease to the Lessee a certain lot or parcel of land situated on the northeasterly side of Odlin Road in the City of Bangor, Maine and being more particularly described on Attachment A attached hereto and made a part hereof (the "Premises").

### ARTICLE I

#### Term

To have and to hold the above-described Premises for a period twenty-five (25) years commencing on December \_\_\_, 2024 and terminating on December \_\_\_, 2049.

### ARTICLE II

#### Option for Renewal

This Lease shall automatically renew itself for one (1) additional term of twenty-five (25) years upon the expiration of the Lease on December \_\_\_, 2049, subject to the same terms and conditions as are contained in this Lease, except for the covenant for renewal and except for the stated rent, which amount shall be renegotiated between the Lessor and the Lessee, unless the Lessee gives written notice to the Lessor at least ninety (90) days before the expiration of the original term of this Lease that it does not want the Lease renewed. Should the parties fail to come to an agreement on the rental amount during the renegotiation, this Lease shall be terminated in accordance with Article XIV.

### ARTICLE III

#### Rent Escalation

The Lessee agrees to pay to the Lessor the sum of three thousand dollars (\$3,000) per year, commencing on the date of the term as specified in Article I of this Lease and continuing on the same day of each and every succeeding year during the term of this Lease. On every fifth anniversary of the Commencement Date thereafter throughout the Term, Rent shall be automatically increased by ten percent (10%), as indicated in Attachment B attached hereto and made a part hereof. Upon the automatic renewal of this

Lease, as outlined in Article II, the parties shall negotiate a new rent amount, which shall be included as an Amendment to this Lease and shall be subject to the rent escalation terms of this Article III.

#### ARTICLE IV

##### Taxes

Lessee agrees to pay, when due, all taxes and assessments, as may be imposed by any governmental authority upon the demised premises, or any improvements thereon, during the term hereof. Lessee further agrees that it does hereby waive all rights or privileges of exemption from municipal taxation of the demised premises or any improvements thereon, as may be available by reason of Lessor's status as a municipal corporation, or by reason of the use of Bangor International Airport as a public airport or for any other reason whatsoever; and that the City of Bangor, in its capacity as a taxing authority, may assess all taxes as would otherwise be applicable if the Premises or any improvements thereon as if such exemption did not exist; provided however, that notwithstanding any provision herein contained, Lessor agrees that Lessee shall have the right to apply for or otherwise seek an abatement of the amount of such taxes or assessments imposed upon the demised premises or any improvement therein.

#### ARTICLE V

##### Use

The demised premises will only be used as a parking lot for the parking of motor vehicles and for limited recreational uses; all such recreational uses must have the approval of the Federal Aviation Administration, the Bangor International Airport, and the Business and Economic Development Committee of the City Council of the City of Bangor. The Lessee further covenants not to use the demised premises in any manner which shall be deemed hazardous to the operation of Bangor International Airport as an airport, or for any other purpose which shall be in violation of or fail to comply with all of the requirements of any federal, state or municipal law, ordinance or regulation, including regulations promulgated hereafter by the Federal Aviation Administration. For the purpose of this paragraph it is agreed that the parking of motor vehicles, in and of itself shall not be deemed hazardous to the operation of the Bangor International Airport as an airport. Lessor agrees that the said use of the demised premises for the parking of motor vehicles does not violate or fail to comply with any and all of the requirements of federal state and municipal law, ordinances or regulation, including regulations promulgated by the FAA, and provided further that Lessor does not represent or warrant that said use does not fail to comply with or violate any and all of the requirements of federal, state and municipal law, ordinance or regulation, including regulations promulgated by the FAA.

#### Article VI

##### Hazardous Waste and Hazardous Materials

Lessee hereby covenants and agrees that it shall not, during the term of this Lease, including any extension or renewal hereof, permanently place, cause to be placed, deposit or discharge any hazardous

waste or hazardous materials upon the demised premises, or upon any other portion of Lessor's Bangor International Airport, and further expressly agrees that it shall indemnify Lessor from any and all costs, expense, or liability, of whatever kind or nature, incurred by the Lessor in detecting, evaluating, removing, treating, disposing of or otherwise responding to any hazardous waste or hazardous materials placed or deposited in violation of this Article.

Lessee hereby covenants and agrees that it shall not, during the term of this Lease, including any extension or renewal hereof, violate any local, state, or Federal regulation, ordinance or statute pertaining to hazardous waste or hazardous material and further expressly agrees that it shall indemnify Lessor from any and all costs, expense or liability, of whatever kind or nature, incurred by the Lessor for any such violation.

Such costs shall be deemed to include, without limitation, Lessor's costs of defending any suit filed by any person, entity, agency, or governmental authority; paying any fines imposed in settling any damage claims; complying with any order by a court of competent jurisdiction directing the Lessor to take remedial action with respect to such waste; and of all associated attorney's fees and costs.

For the purpose of this Article, the terms "hazardous waste" and "hazardous materials" shall mean every substance now or hereafter designated as a hazardous material or hazardous waste under any provision of State or Federal law, including, but not limited to, flammable explosives, radioactive materials, hazardous materials, hazardous waste, hazardous or toxic substances or matter, oil or other petroleum products, asbestos, chemical pollutants or materials in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sec. 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sec. 901, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sec. 691, et seq.), applicable Maine statutes or any similar federal, state or local law, or in the regulations adopted and publications promulgated pursuant thereto, or any other substances or materials constituting a hazard, peril, or threat to the health of persons, animals, or plant life and used, placed, stored or disposed of upon the demised premises by Lessee, their contractors, customers, licensees, agents, servants, or employees. Lessee's obligations under this Article shall be deemed to survive the expiration or termination of this Lease.

#### Article VII

##### Nondiscrimination

Lessee in the use and occupancy of the demised premises shall not on the grounds of sex, race, color, creed, national origin, or age, or any other grounds as may now or hereafter be prohibited by law, discriminate or permit discrimination against any person or groups of persons of any manner.

#### Article VIII

##### United States Rights

The Lessee agrees and understands that the premises herein demised are located adjacent to and shall become a part of the property of the Lessor commonly known as Bangor International Airport. The Lessee further covenants and acknowledges that the funding for the purchase of said property may be obtained from the Federal Aviation Administration. Therefore, the Lessee agrees and understands that this agreement shall be subject to and subordinate to any and all rights of the United States presently existing as against said property and any and all requirements of the United States imposed on the Lessor by virtue of any such grant of funds and by the use and occupancy of the premises as a part of Bangor International Airport. Provided, however, that it is expressly understood by the parties that the Lessee does not agree to the imposition of such requirements as would deprive Lessee of the use of the Premises as set forth in Article V and that Lessee reserves the right to seek legal recourse in the event such imposition occurs.

#### ARTICLE IX

##### Construction – Maintenance

The Lessee shall be solely responsible for the construction of the parking lot and recreational facility on the demised premises and for the repair, upkeep and maintenance of the same with no expense being incurred by the Lessor for these items. Any and all snow removal from said parking lot will be the Lessee's responsibility and at its sole expense.

#### ARTICLE X

##### Indemnification – Insurance

1. The Lessee agree to indemnify and hold harmless the Lessor from and against all claims of whatever nature arising from any act, omission or negligence of Lessee, or Lessee's contractors, licensees, invitees, agents, servants or employees, or arising from any accident, injury or damage whatsoever caused to any person or to the property of any person occurring during the term hereof in or about the Lessee's demised premises, where such accident, damage or injury results or is claimed to have resulted from an act or omission on the part of the Lessee or Lessee's agents, employees, licensees, or invitees. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities in or in connection with any such claim or proceeding brought thereon in defense thereof.

1.1 Lessee agrees to maintain in full force during the term of this Lease a policy of public liability insurance under which the Lessor (and such other persons as are privity of estate with Lessor as may be set out in notice from time to time) and Lessee are named as insureds, and under which the insurer agrees to indemnify and hold Lessee and Lessor and those in privity of estate with Lessor harmless from, and against all costs, expenses and/or liability arising from any accident, injury or damage whatsoever caused to any person or to the property of any person occurring during the term of this Lease in or about the demised premises. Such policy shall be non-cancellable with respect to Lessor and Lessor's said design es except upon 10 days written notice to Lessor. A duplicate original or certificate thereof shall be delivered to the Lessor. The minimum limits of liability of such insurance shall be general liability

insurance of one million dollars (\$1,000,000) combined single limit and two million dollars (\$2,000,000) in the aggregate, and shall also include fifty thousand dollars (\$50,000) of property damage insurance.

#### Article XI

##### Bankruptcy

If voluntary bankruptcy proceedings are instituted by Lessee, or if on proceedings instituted by anyone else, Lessee be adjudged bankrupt, or if Lessee makes an assignment for the benefit of its creditors, or if a receiver is appointed for the property or affairs of Lessee and such receivership is not vacated within ten (10) days after the appointment of such receiver, or should the rights of Lessee pass by operation of law (except as expressly permitted herein), then Lessor may at its option terminate all of the rights of Lessee hereunder by written notice to Lessee, any such occurrence shall constitute a breach hereof by Lessee, and Lessor shall, in any event, be entitled to exercise all remedies herein provided for breach by Lessee as well as any and all remedies provided by law or in equity.

#### ARTICLE XII

##### Assignment and Subletting

The demised premises may be assigned or sublet to the lessees of the property being contiguous to the demised premises and lying generally westerly thereof. Any assignment of this lease or subletting of the demised premises to any other person shall be only with the prior written consent of the Lessor which said consent will not be unreasonably withheld.

#### ARTICLE XIII

##### Encumbrance of Lessee's Leasehold Interest

The Lessee shall have the right to sublease the leasehold interest hereby demised, and to grant to the Sublessee(s) the right to mortgage the leasehold interest hereby demised, upon such terms as said Sublessee(s) may determine, and to authorize said Sublessee(s) to enter into any renewals, extensions, modifications, replacements or amendments of any such Leasehold Mortgage(s) and Security Agreement(s), subject however, to the terms and conditions of this Lease.

The Lessor hereby agrees to give any Leasehold Mortgagee(s) written notice of any default by the Lessee at the same time such notices are given to or are served on the Lessee, so long as Lessor is put on notice of any such Leasehold Mortgagee(s); the Leasehold Mortgagee(s) may, but shall not be obligated to, take any action to cure such default to prevent the termination of this Lease, even though the existence of such default or the nature thereof may be questioned or denied by the Lessee herein, or by any party on behalf of the Lessee, and all things so done and performed by such Leasehold Mortgagee(s) shall be as effective to prevent a foreclosure or termination of the rights of the Lessee hereunder as the same would have been if done and performed by the Lessee. No default on the part of the Lessee shall be deemed to exist if steps shall in good faith have been commenced promptly by Lessee or the Leasehold

Mortgagee(s) to rectify the same, and shall be prosecuted to completion with diligence. Lessee hereby constitutes and appoints the Leasehold Mortgagee(s), its agent and attorney-in-fact, with full power, in Lessee's name, place and stead, and at Lessee's cost and expense, to enter upon the leased premises and make repairs, remove any violations of law, statutes, ordinances or rule or regulation of Governmental Authorities, and to otherwise perform any of Lessee 's obligations under this Lease if Lessee shall default with respect thereto hereunder.

No Leasehold Mortgagee(s) shall become personally liable under the agreements, terms, covenants or conditions of this Lease unless and until it becomes, and then only for as long as it remains, the owner in possession of the leasehold estate(s). Upon any assignment of this Lease by any owner of the leasehold estate whose interest shall have been acquired by, through or under any leasehold mortgage(s), or shall have been derived from any holder thereof, the assignor(s) shall be relieved of any further liability which may accrue hereunder from and after the date of such assignment, provided that such assignee(s) shall execute and deliver to Lessor a recordable instrument of assumption wherein such assignee(s) shall assume and agree to perform and observe the covenants and conditions in said Lease contained on Lessee's part to be performed and observed (it being the intention of the parties that once a leasehold mortgagee(s) shall succeed to Lessee's interest hereunder, any and all subsequent assignments whether by such leasehold mortgagee(s), any purchaser(s) at foreclosure sale, or other transferee(s), or any assignee(s) of either, shall effect a release of the assignor's liability).

#### ARTICLE XIV

##### Termination- Breach

The Lessee agrees to comply with all terms of this Lease, and should the Lessee fail to comply with any such terms of this Lease, the Lessor shall be permitted to reenter and retake the Premises upon ten (10) days notice to Lessee of said reentry and retaking. Should the Lessor and the Lessee fail to come to an agreement on the rental amount in accordance with Article II upon the renewal of this Lease, the Lease shall be terminated and the Lessor shall be permitted to reenter and retake the Premises immediately upon the expiration of this Lease.

The Lessee agrees that at the expiration of the term of this Lease to quit and deliver up the premises to the Lessor, or its Attorney, peaceably and quietly; and subject to the provisions of Article XII above the Lessee further agrees that should a default occur by the Lessee in any of the covenants, agreements, stipulations or conditions herein contained, it shall be lawful for the Lessor to re-enter said Premises and retake the same with or without process of law, using such force as may be necessary to re-enter and retake possession of said premises, and to remove all persons or chattels from said premises, and the said Lessor shall not be liable for damages by reason of such re-entry, and such re-entry shall be without prejudice to any other rights the Lessor may have. At the expiration of this Lease, provided the Lessee or its sub-lessees or assigns are not then in default under the terms hereof, the Lessee or its sublessees or assigns may remove any improvements placed upon the demised premises by the said Lessee or its sublessees or assigns.

ARTICLE XV

Binding Effect

This Lease shall be binding upon the parties hereto and their respective successors and/or assigns.  
IN WITNESS WHEREOF, the parties hereto to the original of this Lease and to one duplicate original thereof have hereunto set their hands and seals the day and year first above written,

WITNESS:

\_\_\_\_\_

CITY OF BANGOR

By \_\_\_\_\_

Its City Manager Thereunto  
Duly Authorized

STATE OF MAINE

PENOBSCOT, SS.

December 15, 2024

Personally appearing before me, the above named Deborah Laurie, City Manager of the City of Bangor, acknowledged the foregoing instrument to be her free act and deed in her said capacity and the free act and deed of said City of Bangor.

Before me,

\_\_\_\_\_  
Notary Public/Attorney-at-law

PRAMUKH BANGOR SUITES AIRPORT LLC

\_\_\_\_\_  
Witness

By \_\_\_\_\_  
[Name]

[Title]  
ATTACHMENT A

TO LEASE AGREEMENT

A certain lot or parcel of land situated on the generally northeasterly side of the Odlin Road in the City of Bangor, County of Penobscot, State of Maine, being bounded and described as follows:

Commencing at a point where the southwesterly corner of a certain lot or parcel of land as described in a deed from the Trustees of Financial Realty Trust to the City of Bangor dated November 15, 1982 to be recorded in the Penobscot County Registry of Deeds intersects the generally easterly sideline of the Odlin Road; thence North zero degrees thirty-six minutes fifty-one seconds East (N 0° 36' 51" E) by and along the easterly sideline of the Odlin Road a distance of one hundred fifty-one and twenty-eight hundredths feet (151.28') to a point; thence South eighty-eight degrees fifty-six minutes forty-four seconds East (S 88° 56' 44" E) a distance of one hundred thirty-six and sixty-eight hundredths feet (136.68') to a point; thence South thirty-seven degrees three minutes fifty-nine seconds East (S 37° 03' 59" E) a distance of six hundred sixty-two and forty-seven hundredths feet (662.47) feet to a point; thence South twenty-six degrees fifty minutes fifty-eight seconds West (S 26° 50' 58" W) a distance of two hundred twenty-two and sixty-eight hundredths feet (222.68') to a point; thence North thirty-seven degrees three minutes fifty-nine seconds West (N 37° 03' 59" W) a distance of seven hundred twenty-five and three hundredths feet (725.03') to the easterly sideline of the Odlin Road and the point of beginning,

Subject to any and all easements currently of record, including but not limited to a certain Air Space Easement granted by Pramukh Bangor Suites Airport LLC, a Maine limited liability company, with a mailing address of 341 Highland Avenue, Seekonk, MA 02771 to the City of Bangor dated December 15, 2024, to be recorded in the Penobscot County Registry of Deeds.

ATTACHMENT B

TO LEASE AGREEMENT

RENT ESCALATION CHART

YEAR	RENT ESCALATION PERCENTAGE	ANNUAL RENT PAYMENT
January 1, 2024-January 1, 2029		\$3,000
January 1, 2029-January 1, 2034	10%	\$3,300
January 1, 2034-January 1, 2039	10%	\$3,630
January 1, 2039-January 1, 2044	10%	\$3,993
January 1, 2044-January 1, 2049	10%	\$4,392.30

DRAFT



**CITY COUNCIL ACTION**

12/09/2024 25-036

Council Meeting Date: 12/09/2024

Item No: 25-036

Responsible Dept: Police

Requested Action: Order

Map/Lot: N/A

**Title, Order**

Ratifying the City Manager's Actions to Accept a Grant Award from the Maine Bureau of Highway Safety in the Amount of \$8,687.12 for Impaired Driving Enforcement

**Summary**

This Resolve will ratify the City Manager's action to accept a grant in the amount of \$8,687.12 through the Maine Bureau of Highway Safety. This grant recognizes the importance of specially trained law enforcement officers for drug recognition (DRE). The Police Department will be reimbursed for overtime associated with off-duty call outs as well as travel expenses for DRE candidates to complete field certifications in more densely populated states, to ensure that DREs meet Maine's law enforcement proficiency requirements.

Federal and State grants less than \$50,000 with no local match are appropriated by the Council as part of the annual budget resolve but require formal Council action to accept the funds. Whereas, the timing of some grant awards and program activity do not always coincide with Committee and Council schedules, the City Manager signed the subgrant contract to accept the funds and move forward with program training. This Resolve will ratify those actions.

Initial approval to apply for the grant was reviewed and approved by the Finance Committee on August 19, 2024 and by Council Action on August 26, 2024.

**Committee Action**

Committee:

Action: Recommend for passage

Meeting Date:

For:

Against:

**Staff Comments & Approvals**

City Manager

City Solicitor

Finance Director

**Introduced for:** Consent



## **CITY OF BANGOR ORDER**

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12/09/2024 25-036

Date: 12/09/2024

Item No: 25-036

Assigned to Councilor: Fish

Ratifying the City Manager's Actions to Accept a Grant Award from the Maine Bureau of Highway Safety in the Amount of \$8,687.12 for Impaired Driving Enforcement

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BANGOR,

That the City Manager's action to sign the subgrant contract to accept grant funding from the Maine Bureau of Highway Safety for Impaired Driving Enforcement is hereby ratified.



**CITY COUNCIL ACTION**

12/23/2024 25-037

Council Meeting Date: 12/23/2024

Item No: 25-037

Responsible Dept: Police

Requested Action: Resolve

Map/Lot: N/A

**Title, Resolve**

Ratifying the City Manager's Actions to Accept a Grant Award from the Maine Bureau of Highway Safety in the Amount of \$4,631.40 for Impaired Driving Enforcement

**Summary**

This Resolve will ratify the City Manager's action to accept a grant in the amount of \$4,631.40 through the Maine Bureau of Highway Safety. This grant will assist the Police Department with improving impaired driving enforcement including reimbursement for overtime associated with enforcement and training officers.

Federal and State grants less than \$50,000 with no local match are appropriated by the Council as part of the annual budget resolve but require formal Council action to accept the funds. Whereas, the timing of some grant awards and program activity do not always coincide with Committee and Council schedules, the City Manager signed the subgrant contract to accept the funds and participate in an upcoming High Visibility Enforcement Campaign. This Resolve will ratify those actions.

Initial approval to apply for the grant was reviewed and approved by the Finance Committee on August 19, 2024 and by Council Action on August 26, 2024.

**Committee Action**

Committee:

Action: Recommend for passage

Meeting Date:

For:

Against:

**Staff Comments & Approvals**

City Manager

City Solicitor

Finance Director

**Introduced for:** Consent



## **CITY OF BANGOR RESOLVE**

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12/23/2024 25-037

Date: 12/23/2024

Item No: 25-037

Assigned to Councilor: Beck

Ratifying the City Manager's Actions to Accept a Grant Award from the Maine Bureau of Highway Safety in the Amount of \$4,631.40 for Impaired Driving Enforcement

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BANGOR,

That the City Manager's action to sign the subgrant contract to accept grant funding from the Maine Bureau of Highway Safety for Impaired Driving Enforcement is hereby ratified.





## **CITY OF BANGOR RESOLVE**

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12/23/2024 25-038

Date: 12/23/2024

Item No: 25-038

Assigned to Councilor: Hawes

Ratifying Staff's Actions in Agreeing to be a Sub-Awardee to Bangor Housing Authority's Application for an EPA Environmental and Climate Justice Community Change Grant in the Amount of \$50,000 for the Expansion of the Public Works Tree Nursery and Compost Programs.

Be it Resolved by the City Council of the City of Bangor that, Staff action to collaborate with Bangor Housing Authority on a Environmental and Climate Justice Community Change Grant is hereby ratified, with any resulting funding be used to support the establishment of the tree nursery and compost programs at Public Works.



REFERRALS TO  
COMMITTEES  
& FIRST READING



## **CITY COUNCIL ACTION**

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Council Meeting Date: December 23, 2024

Item No: 25-039

Responsible Dept: Legal

Action Requested: Ordinance

Map/Lot: N/A

### **Title, Ordinance**

---

Amending Article II, Section 9-19 of the Code of the City of Bangor, Regular Meetings, to Change the Time of Regular Council Meetings from 7:30 PM to 7:00 PM

### **Summary**

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If approved, this Ordinance would set the time of regular Council meetings at 7:00 p.m. This change was discussed and supported during the December 9<sup>th</sup> City Council Workshop.

The intent of the earlier start time is to be more responsive, timely and accessible to those attending City Council meetings for the conclusion of their business as well as to our residents.

As an Ordinance, it requires first and second reading and a ten day delay after passage to become effective. If this change moves through the process without delay, the first meeting at which it will become effective would be January 27, 2025.

### **Committee Action**

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Committee: Government Operations

Meeting Date: January 6, 2025

Action:

For:

Against:

### **Staff Comments & Approvals**

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This item was raised during the December 9th City Council Workshop.

  
City Manager

  
City Solicitor

  
Finance Director

**Introduced for:** First Reading and Referral to January 6, 2025 Government Operations Committee Meeting



## CITY COUNCIL ORDINANCE

---

Date: December 23, 2024

Assigned to Councilor: Fournier

**ORDINANCE**, Amending Article II, Section 9-19 of the Code of the City of Bangor, Regular Meetings, to Change the Time of Regular Council Meetings from 7:30 PM to 7:00 PM

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BANGOR AS FOLLOWS, THAT Article II Section 9-19 of the Code of the City of Bangor is hereby amended as follows:**

**§ 9-19. Regular meetings.** [Amended 1-13-1986 by Ord. No. 86-51; 9-14-1998 by Ord. No. 98-339; 2-25-2002 by Ord. No. 02-104; 12-8-2003 by Ord. No. 04-20]

The regular meetings of the City Council shall be held at ~~7:30~~ 7:00 p.m. on the second and fourth Monday of each calendar month in the City Council chambers in City Hall, or at other locations approved by a majority of the Council at the next previous regular meeting. Prior to each such meeting, the City Council may meet in executive or workshop sessions. Notice of such meetings shall be provided in advance in accordance with the provisions of state law.

Additions are underlined, deletions ~~struck through~~.



UNFINISHED  
BUSINESS



## **CITY COUNCIL ACTION**

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Council Meeting Date: 12/09/2024

Item No: 25-023

Responsible Dept: Legal

Action Requested: Ordinance

Map/Lot: N/A

### **Title, Ordinance**

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Amending Chapter 217, Polystyrene, Section 217-4 Exemptions, by Adding an Exemption for Delays and Unreasonable Difficulty

### **Summary**

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The State and the City prohibit food establishments from processing, preparing, selling or providing food or beverages in or on disposable food service containers composed in whole or in part of polystyrene foam, with certain exemptions. The current ordinance gives the City Manager discretion to decide when an exemption from the polystyrene ban may be granted.

The City Council amended Chapter 217, Polystyrene, Section 217-4(A) Exemptions by extending the period during which the City Manager may determine an emergency exists in order to allow food containers that contain polystyrene. This exemption expired on January 1, 2023. However, unreasonable difficulties may still exist for local businesses to locate polystyrene-free food containers, in the event of supply chain issues or other emergencies.

This ordinance amendment, if passed, would provide an objective test in determining whether an unreasonable difficulty exists in finding an alternative to polystyrene food containers and allow the City Manager to grant an exemption for a period of not more than one year after a finding of unreasonable difficulty.

### **Committee Action**

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Committee: Government Operations

Meeting Date: December 2, 2024

Action: Recommended for passage

For: 5

Against: 0

### **Staff Comments & Approvals**

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City Manager

  
City Solicitor

  
Finance Director

**Introduced for:** First Reading



## CITY COUNCIL ORDINANCE

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Date: 12/09/2024

Assigned to Councilor: Tremble

**ORDINANCE**, Amending Chapter 217, Polystyrene, Section 217-4 Exemptions, by Adding an Exemption for Delays and Unreasonable Difficulty

**WHEREAS**, the State of Maine amended 38 M.R.S. § 1572 to prohibit a food establishment from processing, preparing, selling or providing food or beverages in or on a disposal food service container that is composed in whole or in part of polystyrene foam, subject to certain exemptions; and

**WHEREAS**, Section 217-3 of the City Code also prohibits food establishments from processing, preparing, selling or providing food or beverages in or on a disposable food service container that is composed in whole or in part of polystyrene foam, with certain exemptions; and

**WHEREAS**, Section 217-5(A) of the City Code currently gives the City Manager or designee the primary responsibility for enforcement of this ban, as well as discretion in doing so;

**WHEREAS**, it is desirable to limit the discretion involved in the enforcement of this ban; and

**WHEREAS**, enforcement of the ban may present unreasonable difficulties for businesses that cannot find any reasonable alternative to polystyrene in the event of delays in the supply chain or other emergencies;

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BANGOR AS FOLLOWS, THAT**

Chapter 217 of the Code of the City of Bangor is amended as follows:

**§ 217-4. Exemptions.**

Notwithstanding ~~§ 266-3~~ 217-3, a food establishment may:

.....

D. Seek an unreasonable difficulty exemption by submitting a written request for a waiver to the City Manager that explains why compliance with the ban would pose unreasonable difficulty. Unreasonable difficulty is defined as an unwarranted impediment in locating a substitute product. Unreasonable difficulty includes, but is not limited to, times when a business is unable to acquire a substitute product due to unusual delays in the supply chain or due to other impossibility. If the City Manager or their designee(s) determines that achieving compliance would present an unreasonable difficulty for the business, the City Manager shall grant a waiver from the polystyrene foam prohibition for a period of up to one year. A business which is granted a waiver under this section may apply for an extension of the waiver if the unreasonable difficulty remains, and each extension granted shall be for no longer than one year.

**§ 217-5. Violations and penalties; enforcement.**

- A. The City Manager or their designee(s) shall have the primary responsibility for enforcement of this chapter. If the City manager or their designee(s) determine(s) that a violation of this chapter has occurred, they ~~may~~ shall issue a written warning giving notice to the food vendor that a violation has occurred. Subsequent violations of the chapter may be subject to the penalties set forth below.

. . . .

Additions are underlined, deletions ~~struck through~~.



**CITY COUNCIL ACTION**

12/09/2024 25-024

Council Meeting Date: 12/09/2024

Item No: 25-024

Responsible Dept: City Manager

Requested Action: Resolve

Map/Lot: N/A

**Title, Resolve**

Accepting & Appropriating a \$350,000 Maine State Housing Authority Long-term Solutions to Assisting People Experiencing Homelessness Grant

**Summary**

If approved, this Resolve would accept and appropriate a \$350,000 grant from Maine State Housing Authority to address long-term solutions to assist people experiencing homelessness.

On September 9, 2024, the City Council authorized an application to Maine State Housing Authority's 2024 Long-term Solutions to Assist People Experiencing Homelessness grant program. On November 20, 2024, the City was notified that it's application for funding was approved in the amount of \$350,000.

If approved, this Resolve would accept and appropriate these funds to establish a Housing Navigator & Stabilization Pilot Program. This Pilot Program would augment the City's current and proposed programs such as our Permanent Supportive Housing Specialist, Homeless Outreach Caseworker, Rental Registry's Quality Housing Provider program and our recent Eviction Protection Grant application, as well as provide the necessary support to allow outreach workers to perform their intended role.

The Pilot Program would include a new City employee position and help facilitate the appropriate and timely distribution of local resources. It will also include funding for assistance with document acquisition such as ID's and birth certificates, application fees, transportation, basic housing furnishings, moving services, and discretionary funding to assist with remaining housed.

**Committee Action**

Committee: Government Operations Committee

Action: Recommend for passage

Meeting Date: 12/02/2024

For:

Against:

**Staff Comments & Approvals**

City Manager

City Solicitor

Finance Director

**Introduced for:** First Reading



## CITY OF BANGOR RESOLVE

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12/09/2024 25-024

Date: 12/09/2024

Item No: 25-024

Assigned to Councilor: Deane

Accepting & Appropriating a \$350,000 Maine State Housing Authority Long-term Solutions to Assisting People Experiencing Homelessness Grant

Whereas, the City Council has established that Homelessness and associated housing needs is a priority for the City of Bangor; and

Whereas, the City of Bangor has current and proposed programs such as our Permanent Supportive Housing Specialist, Homeless Outreach Caseworker, Rental Registry's Quality Housing Provider program and our recent Eviction Protection Grant application; and

Whereas, the funding from this grant would establish a new Housing Navigator & Stabilization Pilot Program which would work in conjunction with and augment these other programs;

Be it Resolved by the City Council of the City of Bangor that, the City Manager or their designee, is hereby authorized to accept and appropriate \$350,000 in 2024 Maine State Housing Authority Grant funds for Long-Term Solutions to Assist People Experiencing Homelessness.



NEW BUSINESS



**CITY COUNCIL ACTION**

12/23/2024 25-040

Council Meeting Date: 12/23/2024

Item No: 25-040

Responsible Dept: City Manager



Requested Action: Order



Map/Lot: N/A

**Title, Order**

Authorizing the City Manager to Execute an Interagency Agreement with Community & Economic Development Department to Support Housing Development

**Summary**

This Order would authorize the execution on an Interagency Agreement with the Community & Economic Development department to support housing development. In order to comply with Department of Treasury regulations as it relates to obligations that qualify as Government Services within the State and Local Fiscal Recovery Funds (ARPA) program, amounts not yet contracted for may be obligated through the execution of an Interagency Agreement, a draft copy of which is attached.

The City Council has taken previous action to support various housing initiatives with ARPA funding such as the infrastructure to support the development of housing at a 10 acre city-owned parcel on Grandview Avenue (CO 24-253) as well as the quality housing provider program (CO 24-217) program. More recently, the City Council also indicated their support of limited-equity affordable housing cooperatives as well.

**Committee Action**

Committee: Council Workshop  
Action: Recommend for passage

Meeting Date: 12/16/2024

For:

Against:

**Staff Comments & Approvals**

Proposed Interagency Agreement is attached

City Manager

City Solicitor

Finance Director

**Introduced for:** New Business





## CITY OF BANGOR ORDER

12/23/2024 25-040

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Date: 12/23/2024

Item No: 25-040

Assigned to Councilor: Beck

Authorizing the City Manager to Execute an Interagency Agreement with Community & Economic Development Department to Support Housing Development

WHEREAS; the City of Bangor selected the standard allowance of \$10,000,000 as revenue replacement in the State and Local Fiscal Recovery Funds (aka ARPA) program; and

WHEREAS; the nation, State and City are experiencing a severe housing shortage; and

WHEREAS; for City Council Year 2023-2024 and beyond, the City Council designated housing as it's primary goal; and

WHEREAS; the City Council supports the investment of ARPA funds to increase access to housing within the City; and

WHEREAS; the Community and Economic Development Department have identified opportunities to invest in certain project costs (infrastructure, pre-development, permitting, site, etc.) to facilitate the development of new rental units and homeownership opportunities with an emphasis on the missing middle (i.e. 80% - 120% of AMI) as well as to preserve more affordable housing options such as improvements to existing rental units and mobile home cooperatives;

NOW Therefore Be it Ordered by the City Council of the City of Bangor that, the City Manager is hereby authorized to execute an interagency agreement with the Community & Economic Development Department to support the creation and preservation of housing opportunities as outlined within this Order.

**INTER-AGENCY AGREEMENT  
BETWEEN  
THE City of Bangor, Maine  
AND**

**The Department of Community and Economic Development**

**THIS INTER-AGENCY AGREEMENT** (“Agreement”) is made between two agencies: The **City of Bangor, Maine** and the **Department of Community and Economic Development**.

**WHEREAS**, the 2021 American Rescue Plan Act (“ARPA”) provided \$20.48 million to the City from the Coronavirus State and Local Recovery Fund (“SLFRF”), which consists of the Coronavirus State Fiscal Recovery Fund (“CSFRF”) and Coronavirus Local Fiscal Recovery Fund (“CLFRF”) (hereinafter, collectively, called “ARPA funding”);

**WHEREAS**, the U.S. Department of Treasury is the federal agency that administers the ARPA funding and has provided the City with the ARPA funding conditional on the City complying with its rules and regulations;

**WHEREAS**, the City has established a process for City agencies and organizations external to the City to apply for ARPA funding;

**WHEREAS**, the City has administered the process for ARPA funding and recommends the Department of Community and Economic Development receive ARPA funding for its program as described in this Agreement;

**WHEREAS**, the City of Bangor and the Department of Community and Economic Development wish to enter into this Agreement to memorialize each other’s responsibilities in regard to the ARPA funding for the program; and

**NOW, THEREFORE, THIS AGREEMENT WITNESSETH** that in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**A. PURPOSE**

The City of Bangor hereby agrees to provide ARPA funding, in the amount set forth herein, to the Department of Community and Economic Development to facilitate the implementation of the program.

**B. SCOPE OF PROGRAM**

The Department of Community and Economic Development shall implement the program, including any milestones and deliverables, as described in **Exhibit 1**, which is appended hereto and made a part of this Agreement.

C. **TERM**

The term of this Agreement shall begin on December 24, 2024 and end on December 31, 2026, unless terminated earlier in accordance with this Agreement.

D. **FINANCIAL AND PERFORMANCE REQUIREMENTS**

1. *Funding.* Subject to the availability of ARPA funding, the City of Bangor shall provide funds to the Department of Community and Economic Development for the program, in an amount not to exceed \$ 2,250,000 for the term. Any expenses/costs incurred by the Department of Community and Economic Development in excess of this amount shall be the sole responsibility of the Department of Community and Economic Development.

2. *Budget.* The Department of Community and Economic Development agrees that all expenditures are to be in accordance with the approved budget for the term of this Agreement. The approved budget is part of the proposal at **Exhibit 1**.

3. *Payment.* The City of Bangor shall make ARPA funding as specified in this Agreement available for use. The ARPA funding shall be used to provide the services described in this Agreement and in **Exhibit 1**. The Department of Community and Economic Development shall comply with the ARPA funding requirements listed at **Exhibits 2 and 3**. Any ARPA funding advanced to the Department of Community and Economic Development prior to the execution of this Agreement which is related to this Agreement is subject to the terms and conditions of this Agreement.

4. *Reporting.* The Department of Community and Economic Development agrees to provide supporting documents and corresponding reports as requested by the U.S. Department of the Treasury and The City of Bangor to meet any reporting deadlines. The Department shall adhere to the instructions and format, including specific forms required by the City and the U.S. Department of Treasury for the ARPA funding. Reporting terms and conditions are provided in **Exhibit 4**.

5. *Audits.* The Department of Community and Economic Development shall comply with all applicable provisions of the federal Uniform Guidance (2 CFR 200), including the Cost Principles and Single Audit Act requirements. At any time during business hours and as often as the City, State, or Federal agencies may deem necessary, there shall be made available to the government agency for examination, the Department's records with respect to matters covered by this Agreement. The Department shall permit the City, State, or Federal agencies to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, records of personnel, conditions of employment and other data relating to matters covered by this Agreement.

6. *Records.* The Department of Community and Economic Development shall retain records related to this Agreement for a period of five (5) years after all funds have been expended or returned to the U.S. Department of Treasury, whichever is later.

7. *Performance Management.* The Department of Community and Economic Development shall collect performance data from subrecipients and grantees, as applicable, to measure progress towards achieving each grant's specific goals and objectives. The Department is required to establish performance reporting deadlines for subrecipients and grantees, as applicable, that match the reporting deadlines established in this Agreement (**Exhibit 4**). For example, if the Department reports to the City monthly, then the Department is expected to collect performance data on a monthly basis. The Department should document the methodology for collecting and calculating performance data and use performance reports from subrecipients and grantees, as applicable, as the basis for monitoring, corrective action, and overall grant management.

8. *Subrecipient and Grantee Monitoring.* The Department of Community and Economic Development shall conduct regular, consistent, and documented monitoring and oversight activities with subrecipients and grantees, as applicable, to ensure compliance with standards and progress towards each grant's specific goals and objectives. The results of those activities should be used to correct deficiencies and provide technical assistance to subrecipients and grantees, as necessary and applicable. Monitoring activities may include on-sight visits, staff interviews, review of program documentation, review of internal controls, including financial systems, risk assessments, and other related activities. The type and frequency of monitoring activities must be based on a documented risk assessment and modified, as necessary, over each grant's performance period based on documented performance and compliance.

## **E. CORRECTIVE ACTION AND TERMINATION**

1. *Corrective Action.* Upon written notice, the City of Bangor may require the Department to take corrective action so the Department is in compliance with federal, state, or local laws, regulations, or rules related to the ARPA funding for the program. Corrective action may be required for but is not limited to instances in which the Department: (a) fails to file a report, (b) fails to meet performance standards, (c) fails to meet milestones or timelines, or (d) misuses funds. The City may require corrective action of the Department, including but not be limited to: (a) a written warning, (b) additional technical assistance, (c) additional monitoring, (d) program suspension, and (e) reduction/repayment of funding.

2. *Termination.* Either party may terminate this Agreement by giving to the other party written notification prior to termination. Upon termination, the parties hereto agree that all reports and supporting documentation required for services rendered pursuant to this Agreement shall be provided to the City forthwith. Any funds advanced to the Department for services not yet rendered shall be returned to the City immediately.

**F. MODIFICATIONS AND AMENDMENTS**

The Department may submit a written request to the City asking for (i) an extension to the term of this Agreement; and/or (ii) a budget reallocation not to exceed twenty-five (25) percent of the ARPA funding. The request should include an explanation for why an extension and/or program budget reallocation is needed and be provided to the City at least sixty (60) days prior to the expiration date of this Agreement. The request must include all required documentation to justify the need for an extension and/or reallocation; the City will approve or deny the request in writing. The Department may not expend the ARPA funding under a reallocated program budget until such time they have received written approval from the City. Any additional funds or other modifications may be added to this Agreement by written Amendment setting forth the modifications/ amendments signed by the parties and approved by Bangor City Council.

**G. GENERAL PROVISIONS AND CONDITIONS**

1. *Compliance with Laws.* The parties shall comply with all federal, state, and local laws, ordinances, rules, regulations, interim expenditure and annual report requirements, and applicable codes of ethics, pertaining to or regulating the services to be performed pursuant to this Agreement, including those now in effect and hereafter adopted. Any violation of such laws, ordinances, rules, regulations, or applicable codes of ethics by the Department shall constitute a material breach of this Agreement and shall entitle The City of Bangor to terminate this Agreement immediately upon delivery of written notice of termination to the Department.

2. *Nondiscrimination.* The parties shall operate under this Agreement so that no person, otherwise qualified, is denied employment or other benefits on the grounds of race, color, sex, religion, national origin, ancestry, age, physical or mental disability or sexual orientation except where a particular occupation or position reasonably requires consideration of these attributes as an essential qualification for the position. The Department shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

3. *No Duplication of Funding.* The Department shall not use different sources of federal funding to pay for the same services. The Department shall not use ARPA funding to pay for the same work that was reimbursed or paid by other sources of funding (e.g., FEMA or CARES funding).

4. *Governing Law and Venue.* This Agreement shall be construed by and governed under the laws of the State of Maine and subject to the jurisdiction of a court of competent jurisdiction in Penobscot County.

5. *No Assignment.* This Agreement shall not be assigned by the Department to another party without the prior written approval of the City of Bangor. This Agreement shall be binding upon the parties hereto and their successors and assigns.

6. *Notice.* Any notice required or permitted under this Agreement shall be in writing, be

delivered by a reasonable and verifiable means (e.g., in person, mail, or e-mail) and be considered delivered upon receipt of the other party.

7. *Headings.* Any heading of the paragraphs in this Agreement is inserted for convenience and reference only and shall be disregarded in construing and/or interpreting this Agreement.

8. *Incorporation.* The recitals and exhibits are hereby incorporated as part of this Agreement.

9. *Final Agreement.* This Agreement constitutes the entire, full, and final understanding between the parties hereto and neither party shall be bound by any representations, statements, promises or agreements not expressly set forth herein.

**[SIGNATURE PAGE FOLLOWS]**

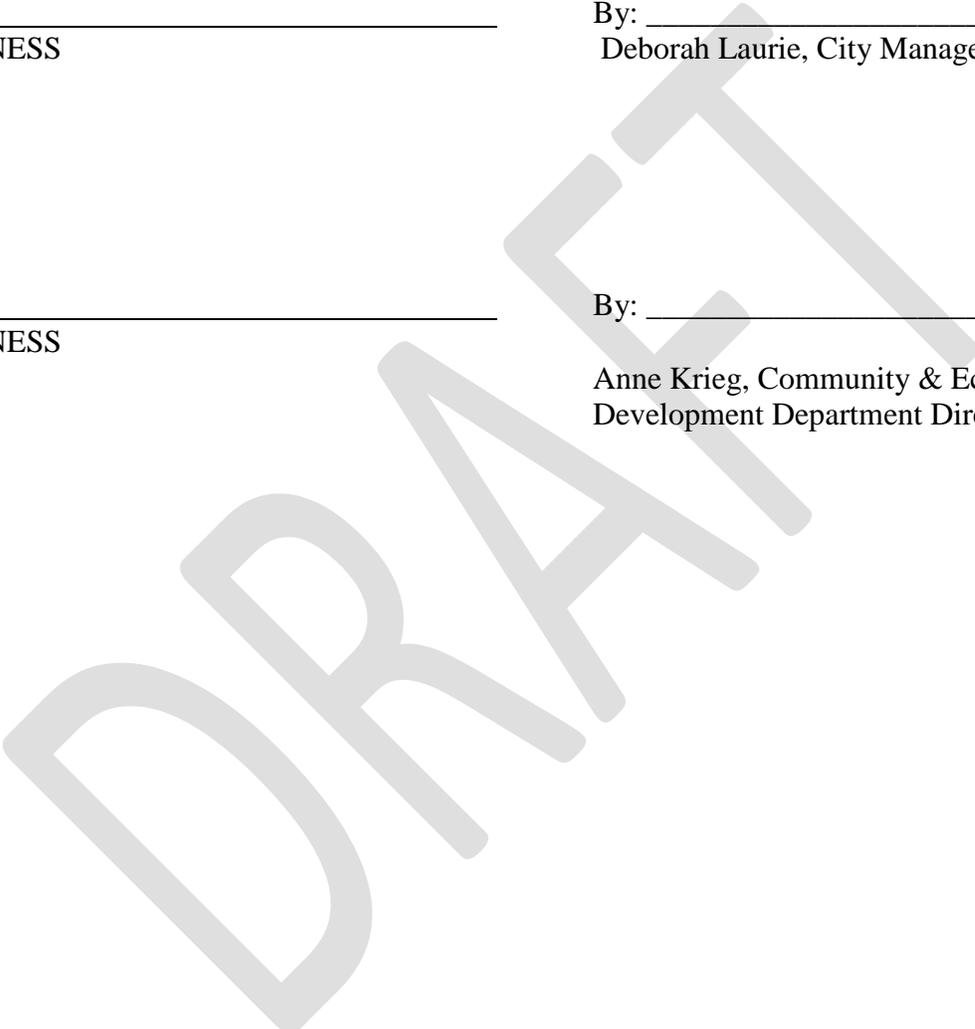
IN WITNESS WHEREOF, the parties hereby evidence their agreement to the above terms and conditions by having caused this Agreement to be executed below.

\_\_\_\_\_  
WITNESS

By: \_\_\_\_\_  
Deborah Laurie, City Manager

\_\_\_\_\_  
WITNESS

By: \_\_\_\_\_  
Anne Krieg, Community & Economic  
Development Department Director



**EXHIBIT 1**

**SCOPE OF SERVICES AND BUDGET**

1. The Department will implement the program in as approved by Council Order XX-XXX, which is attached hereto and incorporated herein.
2. The Department's implementation of the program may include but not be limited to contracting with subrecipients, grantees, or contractors, providing programmatic monitoring and oversight of subrecipients or grantees, as applicable, providing budget oversight, drafting reports, and overseeing program evaluation all in accordance with the City of Bangor's Uniform Guidance Policies for Cash Management, Cost Principles and Subaward Monitoring.
3. The Department supported by the City will provide grant management, fiscal, and programmatic oversight for the subrecipients or grantees, as applicable.
4. The Department will work with subrecipients, grantees, and contractors to track program outcomes and will provide draft program reports to the City as requested. Information from the reports will be collected and reported as appropriate.
5. The Department will receive invoices from subrecipients, grantees, and contractors, track expenditures, and complete draft fiscal reports for submission to the City.
6. The Department supported by the City will provide technical assistance and operational support to subrecipients or grantees, as needed.
7. The Department shall follow the instructions of the City related to compliance with ARPA funding requirements.

EXHIBIT 2

FUNDING SOURCE IDENTIFICATION

<b>Source of Funding:</b>	<b>Federal</b>
<b>Name of Awarding Agency:</b>	U.S. Department of Treasury
<b>Award Title:</b>	American Rescue Plan Act (“ARPA”) – Coronavirus State and Local Fiscal Recovery Funds
<b>Assistance Listing Number:</b>	21.027
<b>Council Order Number:</b>	XX-XXX
<b>Term of Award:</b>	12/24/2024 – 12/31/2026
<b>Award Amount:</b>	\$ 2,250,000
<b>Cost Center:</b>	Department of Community & Economic Development

1. Department acknowledges that the funding of this Agreement is from federal, state, and/or City funds. The identification of the source of funding is indicated above. As applicable, Department shall comply with the requirements of the funding source, including but not limited to the terms and conditions of the notice of grant award, statutes and regulations, and manuals. Specific requirements of the funding source are incorporated herein, which include but are not limited to the following:

- Sections 602 and 603 of the Social Security Act, as added by Section 9901 of ARPA;
- Coronavirus State and Local Fiscal Recovery Funds Guidance on Recipient Compliance and Reporting Responsibilities, the most current version;
- “Treasury’s Portal for Recipient Reporting State and Local Fiscal Recovery Funds, the most current version;
- Coronavirus State and Local Fiscal Recovery Funds Final Rule, codified at 31 CFR Part 35 and effective April 1, 2022;
- Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions, the most current version;
- 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as the Treasury may determine are inapplicable to the ARPA funding and subject to such exceptions as may be otherwise provided by the Treasury; and
- U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Fund Award Terms and Conditions attached hereto as Exhibit 3. The term “Recipient” in the foregoing shall mean the Department.

2. With respect to any conflict between the funding source requirements, this Exhibit, the terms of this Agreement or the provisions of state law, and except as otherwise required under federal law or regulation, the more stringent requirement shall control and shall amend the Agreement to the extent, and only to the extent, of the conflict.

3. Department agrees to accept any additional conditions governing the use of funds or performance of programs as may be required by executive order, federal, state, or local statute, ordinance, rule, or regulation or by policy announced by the City.

## EXHIBIT 3

### AWARD TERMS AND CONDITIONS

U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS STATE FISCAL RECOVERY FUND  
AWARD TERMS AND CONDITIONS

1. Use of Funds.

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with sections 602(c) and 603(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
- b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury, as it relates to this award.

4. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with sections 602(c) and 603(c), Treasury's regulations implementing those sections, and guidance regarding the eligible uses of funds.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of sections 602 and 603 of the Act, regulations adopted by Treasury pursuant to sections 602(f) and 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
  - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
  - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
  - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

**10. Remedial Actions.** In the event of Recipient's noncompliance with sections 602 and 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of sections 602(c) or 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in sections 602(e) and 603(e) of the Act.

**11. Hatch Act.** Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

**12. False Statements.** Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

**13. Publications.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [ ] by the U.S. Department of the Treasury."

**14. Debts Owed the Federal Government.**

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.



## EXHIBIT 4

### REPORTING REQUIREMENTS

To demonstrate the community impact of the funding awarded, the following periodic reporting will occur;

Calendar year reporting will be submitted to the City of Bangor for a period of five years, beginning with December 31, 2025. Said reporting will be submitted to the City of Bangor designated representative, no later than 120 days following the calendar year end;

- Copies of receipts for all work paid for with the funds
- An annual statement as to the progress and impact of the project(s).
- To the extent possible, statistical data related to households served such as increase rental units and homeownership opportunities, affordable of units if applicable, etc.



**CITY COUNCIL ACTION**

12/23/2024 25-041

Council Meeting Date: 12/23/2024

Item No: 25-041

Responsible Dept: City Manager



Requested Action: Order



Map/Lot: N/A

**Title, Order**

Authorizing the City Manager to Execute an Interagency Agreement with Water Quality Department to Improve Wastewater Capacity to Support Development

**Summary**

This Order would authorize the execution on an Interagency Agreement with the Water Quality department to support development in the area of Hogan Road, Stillwater Avenue and Longview Drive. In order to comply with Department of Treasury regulations as it relates to obligations that qualify as Government Services within the State and Local Fiscal Recovery Funds (ARPA) program, amounts not yet contracted for may be obligated through the execution of an Interagency Agreement, a draft copy of which is attached.

The City Council has taken previous action to support various infrastructure investment to support development (CO 24-253). The Water Quality department had identified this sewer shed as being at capacity and recently undertook an engineered evaluation of the existing infrastructure and recommended future investments. As this area is home to undeveloped and underutilized parcels and is within the growth boundary established by the 2022 Comprehensive plan. The investment in this sewer shed is vital to support development within the City.

**Committee Action**

Committee: Council Workshop  
Action: Recommend for passage

Meeting Date: 12/16/2024

For: Against:

**Staff Comments & Approvals**

Proposed Interagency Agreement is attached

City Manager

City Solicitor

Finance Director

**Introduced for:** New Business





## CITY OF BANGOR ORDER

12/23/2024 25-041

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Date: 12/23/2024

Item No: 25-041

Assigned to Councilor: Hawes

Authorizing the City Manager to Execute an Interagency Agreement with Water Quality Department to Improve Wastewater Capacity to Support Development

WHEREAS; the City of Bangor selected the standard allowance of \$10,000,000 as revenue replacement in the State and Local Fiscal Recovery Funds (aka ARPA) program; and

WHEREAS; the current wastewater infrastructure in the area of Hogan Road, Stillwater Avenue, and Longview Drive is not sufficient to allow for additional development in this area; and

WHEREAS; the Water Quality Department had identified this sewer shed as being at capacity and has undertaken an engineered evaluation that has identified improvements to expand the capacity in this area; and

WHEREAS; there are a number of undeveloped or underutilized parcels within this sewer shed; and

WHEREAS, this area is within the growth boundary as established by the 2022 Comprehensive Plan; and

WHEREAS; the provision or expansion of infrastructure such as sewer is integral to the City's ability to support development;

NOW Therefore Be it Ordered by the City Council of the City of Bangor that, the City Manager is hereby authorized to execute an interagency agreement with the Water Quality Department to invest in wastewater upgrades in support of development in this area.

**INTER-AGENCY AGREEMENT**  
**BETWEEN**  
**THE City of Bangor, Maine**  
**AND**  
**The Department of Water Quality**

**THIS INTER-AGENCY AGREEMENT** (“Agreement”) is made between two agencies: The **City of Bangor, Maine** and the **Department of Water Quality**.

**WHEREAS**, the 2021 American Rescue Plan Act (“ARPA”) provided \$20.48 million to the City from the Coronavirus State and Local Recovery Fund (“SLFRF”), which consists of the Coronavirus State Fiscal Recovery Fund (“CSFRF”) and Coronavirus Local Fiscal Recovery Fund (“CLFRF”) (hereinafter, collectively, called “ARPA funding”);

**WHEREAS**, the U.S. Department of Treasury is the federal agency that administers the ARPA funding and has provided the City with the ARPA funding conditional on the City complying with its rules and regulations;

**WHEREAS**, the City has established a process for City agencies and organizations external to the City to apply for ARPA funding;

**WHEREAS**, the City has administered the process for ARPA funding and recommends the Department of Water Quality receive ARPA funding for its program as described in this Agreement;

**WHEREAS**, the City of Bangor and the Department of Water Quality wish to enter into this Agreement to memorialize each other’s responsibilities in regard to the ARPA funding for the program; and

**NOW, THEREFORE, THIS AGREEMENT WITNESSETH** that in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**A. PURPOSE**

The City of Bangor hereby agrees to provide ARPA funding, in the amount set forth herein, to the Department of Water Quality to facilitate the implementation of the program.

**B. SCOPE OF PROGRAM**

The Department of Water Quality shall implement the program, including any milestones and deliverables, as described in **Exhibit 1**, which is appended hereto and made a part of this Agreement.

C. **TERM**

The term of this Agreement shall begin on December 24, 2024 and end on December 31, 2026, unless terminated earlier in accordance with this Agreement.

D. **FINANCIAL AND PERFORMANCE REQUIREMENTS**

1. *Funding.* Subject to the availability of ARPA funding, the City of Bangor shall provide funds to the Department of Water Quality for the program, in an amount not to exceed \$ 1,856,092.45 for the term. Any expenses/costs incurred by the Department of Water Quality in excess of this amount shall be the sole responsibility of the Department of Water Quality.

2. *Budget.* The Department of Water Quality agrees that all expenditures are to be in accordance with the approved budget for the term of this Agreement. The approved budget is part of the proposal at **Exhibit 1**.

3. *Payment.* The City of Bangor shall make ARPA funding as specified in this Agreement available for use. The ARPA funding shall be used to provide the services described in this Agreement and in **Exhibit 1**. The Department of Water Quality shall comply with the ARPA funding requirements listed at **Exhibits 2** and **3**. Any ARPA funding advanced to the Department of Water Quality prior to the execution of this Agreement which is related to this Agreement is subject to the terms and conditions of this Agreement.

4. *Reporting.* The Department of Water Quality agrees to provide supporting documents and corresponding reports as requested by the U.S. Department of the Treasury and The City of Bangor to meet any reporting deadlines. The Department shall adhere to the instructions and format, including specific forms required by the City and the U.S Department of Treasury for the ARPA funding. Reporting terms and conditions are provided in **Exhibit 4**.

5. *Audits.* The Department of Water Quality shall comply with all applicable provisions of the federal Uniform Guidance (2 CFR 200), including the Cost Principles and Single Audit Act requirements. At any time during business hours and as often as the City, State, or Federal agencies may deem necessary, there shall be made available to the government agency for examination, the Department's records with respect to matters covered by this Agreement. The Department shall permit the City, State, or Federal agencies to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, records of personnel, conditions of employment and other data relating to matters covered by this Agreement.

6. *Records.* The Department of Water Quality shall retain records related to this Agreement for a period of five (5) years after all funds have been expended or returned to the U.S. Department of Treasury, whichever is later.

7. *Performance Management.* The Department of Water Quality shall collect performance data from subrecipients and grantees, as applicable, to measure progress towards achieving each grant's specific goals and objectives. The Department is required to establish

performance reporting deadlines for subrecipients and grantees, as applicable, that match the reporting deadlines established in this Agreement (**Exhibit 4**). For example, if the Department reports to the City monthly, then the Department is expected to collect performance data on a monthly basis. The Department should document the methodology for collecting and calculating performance data and use performance reports from subrecipients and grantees, as applicable, as the basis for monitoring, corrective action, and overall grant management.

8. *Subrecipient and Grantee Monitoring.* The Department of Water Quality shall conduct regular, consistent, and documented monitoring and oversight activities with subrecipients and grantees, as applicable, to ensure compliance with standards and progress towards each grant's specific goals and objectives. The results of those activities should be used to correct deficiencies and provide technical assistance to subrecipients and grantees, as necessary and applicable. Monitoring activities may include on-sight visits, staff interviews, review of program documentation, review of internal controls, including financial systems, risk assessments, and other related activities. The type and frequency of monitoring activities must be based on a documented risk assessment and modified, as necessary, over each grant's performance period based on documented performance and compliance.

**E. CORRECTIVE ACTION AND TERMINATION**

1. *Corrective Action.* Upon written notice, the City of Bangor may require the Department to take corrective action so the Department is in compliance with federal, state, or local laws, regulations, or rules related to the ARPA funding for the program. Corrective action may be required for but is not limited to instances in which the Department: (a) fails to file a report, (b) fails to meet performance standards, (c) fails to meet milestones or timelines, or (d) misuses funds. The City may require corrective action of the Department, including but not be limited to: (a) a written warning, (b) additional technical assistance, (c) additional monitoring, (d) program suspension, and (e) reduction/repayment of funding.

2. *Termination.* Either party may terminate this Agreement by giving to the other party written notification prior to termination. Upon termination, the parties hereto agree that all reports and supporting documentation required for services rendered pursuant to this Agreement shall be provided to the City forthwith. Any funds advanced to the Department for services not yet rendered shall be returned to the City immediately.

**F. MODIFICATIONS AND AMENDMENTS**

The Department may submit a written request to the City asking for (i) an extension to the term of this Agreement; and/or (ii) a budget reallocation not to exceed twenty-five (25) percent of the ARPA funding. The request should include an explanation for why an extension and/or program budget reallocation is needed and be provided to the City at least sixty (60) days prior to the expiration date of this Agreement. The request must include all required documentation to justify the need for an extension and/or reallocation; the City will approve or deny the request in writing. The Department may not expend the ARPA funding under a reallocated program budget until such time they have received written approval from the City.

Any additional funds or other modifications may be added to this Agreement by written Amendment setting forth the modifications/ amendments signed by the parties and approved by Bangor City Council.

**G. GENERAL PROVISIONS AND CONDITIONS**

1. *Compliance with Laws.* The parties shall comply with all federal, state, and local laws, ordinances, rules, regulations, interim expenditure and annual report requirements, and applicable codes of ethics, pertaining to or regulating the services to be performed pursuant to this Agreement, including those now in effect and hereafter adopted. Any violation of such laws, ordinances, rules, regulations, or applicable codes of ethics by the Department shall constitute a material breach of this Agreement and shall entitle The City of Bangor to terminate this Agreement immediately upon delivery of written notice of termination to the Department.

2. *Nondiscrimination.* The parties shall operate under this Agreement so that no person, otherwise qualified, is denied employment or other benefits on the grounds of race, color, sex, religion, national origin, ancestry, age, physical or mental disability or sexual orientation except where a particular occupation or position reasonably requires consideration of these attributes as an essential qualification for the position. The Department shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

3. *No Duplication of Funding.* The Department shall not use different sources of federal funding to pay for the same services. The Department shall not use ARPA funding to pay for the same work that was reimbursed or paid by other sources of funding (e.g., FEMA or CARES funding).

4. *Governing Law and Venue.* This Agreement shall be construed by and governed under the laws of the State of Maine and subject to the jurisdiction of a court of competent jurisdiction in Penobscot County.

5. *No Assignment.* This Agreement shall not be assigned by the Department to another party without the prior written approval of the City of Bangor. This Agreement shall be binding upon the parties hereto and their successors and assigns.

6. *Notice.* Any notice required or permitted under this Agreement shall be in writing, be delivered by a reasonable and verifiable means (e.g., in person, mail, or e-mail) and be considered delivered upon receipt of the other party.

7. *Headings.* Any heading of the paragraphs in this Agreement is inserted for convenience and reference only and shall be disregarded in construing and/or interpreting this Agreement.

8. *Incorporation.* The recitals and exhibits are hereby incorporated as part of this Agreement.

9. *Final Agreement.* This Agreement constitutes the entire, full, and final understanding between the parties hereto and neither party shall be bound by any representations, statements, promises or agreements not expressly set forth herein.

**[SIGNATURE PAGE FOLLOWS]**

DRAFT

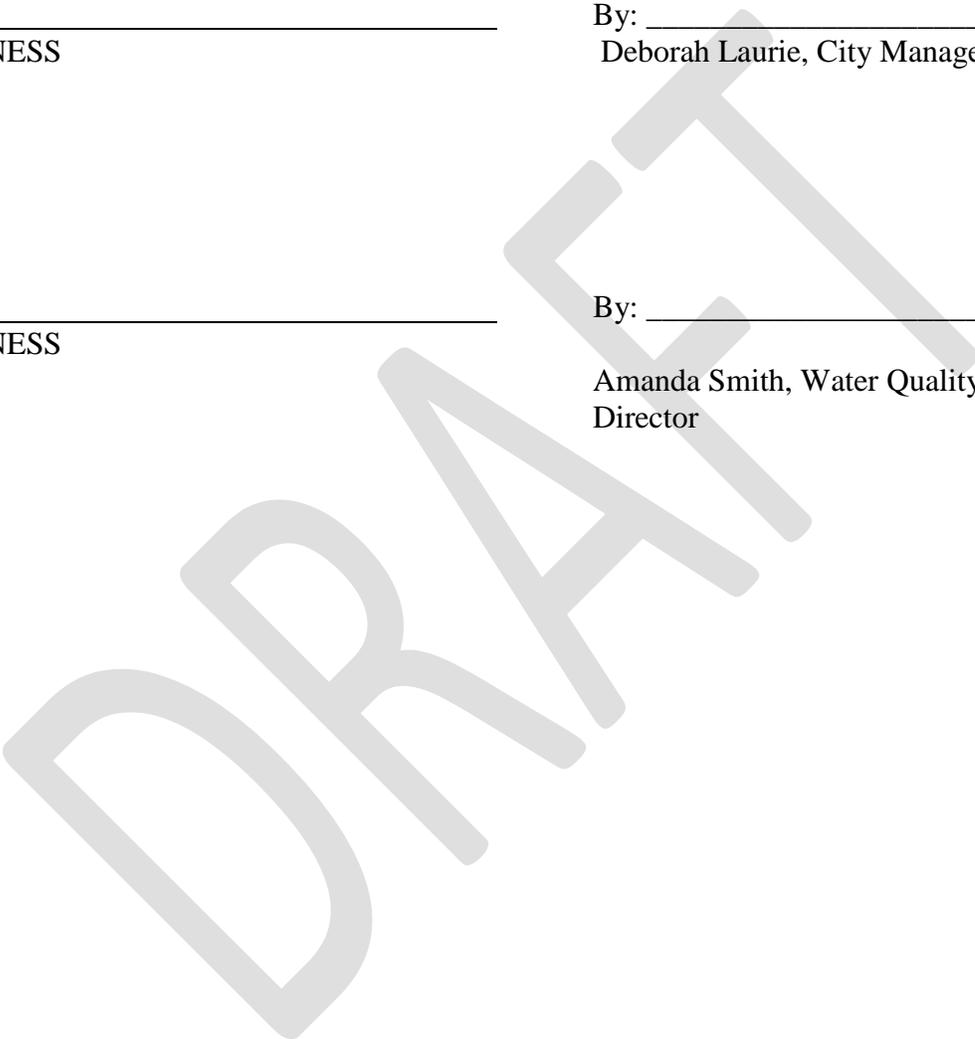
**IN WITNESS WHEREOF**, the parties hereby evidence their agreement to the above terms and conditions by having caused this Agreement to be executed below.

\_\_\_\_\_  
WITNESS

By: \_\_\_\_\_  
Deborah Laurie, City Manager

\_\_\_\_\_  
WITNESS

By: \_\_\_\_\_  
Amanda Smith, Water Quality Department  
Director



**EXHIBIT 1**

**SCOPE OF SERVICES AND BUDGET**

1. The Department will implement the program in as approved by Council Order XX-XXX, which is attached hereto and incorporated herein.
2. The Department's implementation of the program may include but not be limited to contracting with subrecipients, grantees, or contractors, providing programmatic monitoring and oversight of subrecipients or grantees, as applicable, providing budget oversight, drafting reports, and overseeing program evaluation all in accordance with the City of Bangor's Uniform Guidance Policies for Cash Management, Cost Principles and Subaward Monitoring.
3. The Department supported by the City will provide grant management, fiscal, and programmatic oversight for the subrecipients or grantees, as applicable.
4. The Department will work with subrecipients, grantees, and contractors to track program outcomes and will provide draft program reports to the City as requested. Information from the reports will be collected and reported as appropriate.
5. The Department will receive invoices from subrecipients, grantees, and contractors, track expenditures, and complete draft fiscal reports for submission to the City.
6. The Department supported by the City will provide technical assistance and operational support to subrecipients or grantees, as needed.
7. The Department shall follow the instructions of the City related to compliance with ARPA funding requirements.

**EXHIBIT 2**

**FUNDING SOURCE IDENTIFICATION**

<b>Source of Funding:</b>	<b>Federal</b>
<b>Name of Awarding Agency:</b>	U.S. Department of Treasury
<b>Award Title:</b>	American Rescue Plan Act (“ARPA”) – Coronavirus State and Local Fiscal Recovery Funds
<b>Assistance Listing Number:</b>	21.027
<b>Council Order Number:</b>	XX-XXX
<b>Term of Award:</b>	12/24/2024 – 12/31/2026
<b>Award Amount:</b>	\$ 1,856,092.45
<b>Cost Center:</b>	Department of Water Quality

1. Department acknowledges that the funding of this Agreement is from federal, state, and/or City funds. The identification of the source of funding is indicated above. As applicable, Department shall comply with the requirements of the funding source, including but not limited to the terms and conditions of the notice of grant award, statutes and regulations, and manuals. Specific requirements of the funding source are incorporated herein, which include but are not limited to the following:

- Sections 602 and 603 of the Social Security Act, as added by Section 9901 of ARPA;
- Coronavirus State and Local Fiscal Recovery Funds Guidance on Recipient Compliance and Reporting Responsibilities, the most current version;
- “Treasury’s Portal for Recipient Reporting State and Local Fiscal Recovery Funds, the most current version;
- Coronavirus State and Local Fiscal Recovery Funds Final Rule, codified at 31 CFR Part 35 and effective April 1, 2022;
- Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions, the most current version;
- 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as the Treasury may determine are inapplicable to the ARPA funding and subject to such exceptions as may be otherwise provided by the Treasury; and
- U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Fund Award Terms and Conditions attached hereto as Exhibit 3. The term “Recipient” in the foregoing shall mean the Department.

2. With respect to any conflict between the funding source requirements, this Exhibit, the terms of this Agreement or the provisions of state law, and except as otherwise required under federal law or regulation, the more stringent requirement shall control and shall amend the Agreement to the extent, and only to the extent, of the conflict.

3. Department agrees to accept any additional conditions governing the use of funds or performance of programs as may be required by executive order, federal, state, or local statute, ordinance, rule, or regulation or by policy announced by the City.

## EXHIBIT 3

### AWARD TERMS AND CONDITIONS

U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS STATE FISCAL RECOVERY FUND  
AWARD TERMS AND CONDITIONS

1. Use of Funds.

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with sections 602(c) and 603(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
- b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury, as it relates to this award.

4. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with sections 602(c) and 603(c), Treasury's regulations implementing those sections, and guidance regarding the eligible uses of funds.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of sections 602 and 603 of the Act, regulations adopted by Treasury pursuant to sections 602(f) and 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
  - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
  - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
  - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

**10. Remedial Actions.** In the event of Recipient's noncompliance with sections 602 and 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of sections 602(c) or 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in sections 602(e) and 603(e) of the Act.

**11. Hatch Act.** Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

**12. False Statements.** Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

**13. Publications.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [ ] by the U.S. Department of the Treasury."

**14. Debts Owed the Federal Government.**

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.



**EXHIBIT 4**

**REPORTING REQUIREMENTS**

To demonstrate the community impact of the funding awarded, the following periodic reporting will occur;

Calendar year reporting will be submitted to the City of Bangor for a period of five years, beginning with December 31, 2025. Said reporting will be submitted to the City of Bangor designated representative, no later than 120 days following the calendar year end;

- Copies of receipts for all work paid for with the funds
- An annual statement as to the progress and impact of the project(s).
- To the extent possible, data related to increase in capacity, operating cost impacts, etc.





## **CITY OF BANGOR RESOLVE**

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12/23/2024 25-042

Date: 12/23/2024

Item No: 25-042

Assigned to Councilor: Fournier

Ratifying the City Manager's Appointment of Geoffrey E. Low as Fire Chief

Whereas, the City of Bangor has a vacancy in the position of Fire Chief; and

Whereas, the City conducted an extensive review and hiring process that included many departments and direct input from the Fire Department; and

Whereas, Geoffrey E. Low has the requirements and leadership skills and experience for the position.

Be it Resolved by the City Council of the City of Bangor that, the execution of the employment contract by the City Manager for Geoffrey E. Low to serve as the City's Fire Chief is hereby ratified and approved.

## EMPLOYMENT CONTRACT

THIS Agreement, made and entered into this 17<sup>th</sup> day of December 2024, by and between the CITY OF BANGOR (Penobscot County), State of Maine, a municipal corporation, hereinafter sometimes referred to as "Employer", and Geoffrey E. Low, of Hampden, State of Maine, hereinafter sometimes referred to as " Employee."

### WITNESSETH:

WHISEAS, the City of Bangor desires to employ the services of said Geoffrey Low as the Fire Chief of the City of Bangor; and

WHEREAS, the parties have reached agreement as to the benefits, conditions of employment, and working conditions of said Employee;

NOW, THISEFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

### Section 1. Duties

Employer hereby agrees to employ said Geoffrey Low to perform the functions and duties of Fire Chief of the City of Bangor as specified under the Charter and the Ordinances of the City of Bangor and the laws of the State of Maine, and to perform such other duties and functions as the City Manager shall from time to time assign. Subject to the provisions contained herein, Employee shall serve at the pleasure of the City Manager.

### Section 2. Term

- A. Subject to the provisions of Section 6 of this Agreement, Employee agrees to remain in the exclusive employ of the Employer until December 31, 2027 and neither to accept other employment nor to become employed by any other employer so long as this Agreement shall be in effect.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with Employer, upon sixty (60) days' notice to Employer, subject only to the provisions set forth in Section 3 of this Agreement.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Manager to immediately terminate the services of Employee at any time, subject only to the provisions set forth in Section 3 of this Agreement.
- D. In the event written notice is not given by either party to this Agreement to the other thirty (30) days prior to December 31, 2027, this Agreement shall be extended on the same terms and conditions providing for an additional term of one (1) year. Said Agreement shall continue for successive one (1) year periods unless either party hereto gives thirty (30) days' written notice to the other party that the party does not wish to extend this Agreement for an additional one (1) year term.

### Section 3. Termination and Severance Pay

In the event Employee is terminated by the City during, or at the expiration of the aforesaid term of employment, or during any extension thereof, and during such time that Employee is willing and able to perform his duties under this Agreement, then in that event Employer agrees to pay Employee a lump sum cash payment equal to three (3) months' aggregate salary. Employee shall vacate his position with Employer immediately upon notice of termination, provided that the Employee and Employer may negotiate an alternate date that Employee vacates his position with Employer. In the event Employee is terminated because of willful misconduct or intentional wrongdoing related to his employment with Employer, or because of his conviction of any illegal act involving personal gain to him, then Employer shall have no obligation to pay the aggregate severance sum designated in this paragraph or to continue Employer provided benefits, except to the extent that such benefits are required by law or the Personnel Rules and Regulations of the City of Bangor.

### Section 4. Salary

- A. Employer agrees to pay Employee for his services rendered pursuant to the Executive pay schedule (Executive Pay Grade 2, Step 6) of the City of Bangor with an initial annual base salary of one hundred and twenty-four thousand and four hundred and five (\$124,405), payable in installments at the same time as other employees of the Employer are paid.
- B. Employer agrees to handle future salary increases beyond that outlined in A above in the same fashion as salary increases are handled for other Executive Level Employees.

### Section 5. Performance Evaluation

- A. On an annual basis, the City Manager and Employee shall define such goals and performance objectives which they deem necessary for the proper operation of City Departments and shall reduce said goals and objectives to writing. They shall generally be attainable within the time limitations specified and the annual operating and capital budgets and appropriations provided.
- B. The City Manager shall review and evaluate the performance of the Employee annually on or about the Employee's date of hire as Fire Chief with the City. Said review and evaluation shall be in accordance with the goals and performance objectives jointly developed by the City Manager and Employee and the normal standards used to evaluate the performance of other City employees which are applicable to Employee's position. A work plan for the first year may be developed outlining the above referenced goals and objectives.
- C. In effecting the provisions of this Section, the City Manager and Employee mutually agree to abide by the provisions of applicable law.
- D. Employee agrees and understands that the term of his employment as Fire Chief shall be subject to the City's Personnel Rules and Regulations as they currently exist and as they may be modified from time to time except while provisions of this Agreement modify or supersede the Personnel Rules and Regulations.

### Section 6. Outside Activities

Employee shall not participate in any non-Employer connected business or employment without prior notification to, and the approval of, the City Manager.

### Section 7. Fringe Benefits

- A. Employer agrees to allow the employee to accumulate four (4) weeks of vacation upon hire as outlined in Personnel Rules and Regulations. The employee will receive one (1) of those three (3) weeks in their annual leave bank immediately upon hire.
- B. Employer agrees to pay or reimburse for professional development, education, and training expenses that are related in scope of position, to the extent that such costs are budgeted and approved by the Employer's governing body. In recognition of Employee's role as a teacher for the U.S. Fire Administration (National Fire Academy), it is agreed upon that Employee shall be participate in up to three weeks per year in this role with any request beyond that amount requiring prior approval by the City Manager.
- C. Employer agrees to provide contributions to employee's retirement, as required, with any extra amount up to the total MainePERS position eligibility rate not to exceed 13% (current employer rate of 3C is 12.8%) between 401a defined retirement contribution and/or 457 retirement account.
- D. Employer agrees to provide Employee with all categories of fringe benefits in the same amounts and coverages as are provided from time to time by employer to other employees of the City of Bangor at the Executive Level.

### Section 8. Indemnification

Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claims or demand or other legal action, whether groundless or otherwise, arising out of any alleged act or omission occurring in the performance of Employee's duties as City Solicitor. Employer will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

### Section 9. Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

### Section 10. Other Terms and Conditions of Employment

The City Manager, in consultation with the Employee, shall fix any such other terms and conditions of employment, as may be determined from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Charter or any other law.

### Section 11. Notices

Notices pursuant to this Agreement shall be given by deposit in the custody of the United

States Postal Service, postage prepaid, addressed as follows:

Employer: City of Bangor  
73 Harlow Street Bangor, Maine 04401  
Attn: City Manager

Employee: Geoffrey Low  
482 Main Road North  
Hampden, ME 04444

Alternately, notices required pursuant to this Agreement may be personally served in the same manner as is prescribed for personal service of process under the Maine Rules of Civil Procedure. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 12. General Provisions

- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.
- C. This Agreement shall become effective commencing December 30, 2024 or when Employee assumes the position as Fire Chief, whichever shall occur first.
- D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, The City of Bangor has caused this Agreement to be signed and executed in its behalf by its City Manager, and duly attested by its City Clerk, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

CITY OF BANGOR

\_\_\_\_\_  
Deborah Laurie  
City Manager

\_\_\_\_\_  
Geoffrey E. Low